

SCOPE

These Terms and Conditions of Sale (“T&Cs”) supersede any previous versions of terms and conditions of sales and shall apply to the sale of products (“Products”) by SIMU SAS (“SIMU”) a French company with a capital of 5.000.000 euros, registered at the Companies Registry of Vesoul, under n°425 650 090, whose registered office is at Z.I. Les Giranaux 70100 ARC-LES-GRAY, FRANCE to professionals customers importing Products from France to foreign country (“Customers”), as of its effective date. Any order placed with SIMU implies the full acceptance of these T&Cs by the Customer. These T&Cs shall prevail over any contrary conditions included in the general or specific conditions of the Customer which shall have no effect whatsoever unless a specific agreement has been concluded in writing between the Customer and SIMU. These T&Cs are systematically communicated to the Customer to enable the Customer to order Products from SIMU. These T&Cs also communicated to any Customer acting as a distributor prior to the conclusion of the annual purchase agreement in accordance with the provision of the article L. 441-3 of the French Commercial Code. No failure of either Party to enforce all or any part of these T&Cs shall be interpreted as a waiver of all or any part of these T&Cs. SIMU reserves the right to modify these T&Cs at any time. The applicable T&Cs are those in force at the time the order is placed by the Customer. SIMU and the Customer hereinafter collectively referred to as the “Parties” and individually as the “Party”.

ORDERS

Any and all orders (“Order”) shall be placed by the Customer either in writing, duly signed and stamped by the Customer, or by an exchange of IT data enabling to identify the Customer, or by an Order online in the SIMU e-shop. SIMU reserves the right to refuse any orders received in any other form. For any Order having a value of less than 300 € exclusive of tax, and placed in writing by fax or email to SIMU, SIMU will invoice additional processing fees of 15€ exclusive of tax. Orders received are considered accepted only after SIMU’s written and express confirmation. SIMU shall then send to the Customer an acknowledgment of receipt of such Order to the Customer (“Acknowledgment of Receipt”). In case of discrepancy between the Order and the Acknowledgement of Receipt, the latter shall prevail. Each Acknowledgment of Receipt which are not refused by the Customer within twenty four (24) hours following its receipt is deemed to be accepted on Products delivery and quantity. In particular, in case of events preventing the full continuity of SIMU activities (such as pandemic situation leading to shortages on raw materials and components), SIMU may suspend or propose partial delivery of Order. The unavailability of a product due to a shortage of stock or the delay of a service will not give right to any compensation from SIMU. To improve Customer’s satisfaction, SIMU requests the Customer to indicate as early as possible any project leading to high-volume Orders.

DELIVERY TIME

The delivery date ends on the day of the availability of the Products ordered by the customer in the premises of SIMU, to the Customer or to the carrier. The Products ordered by the Customer will be delivered within a period described in the offer of dispatch in force for the Customer and communicated upon request. The delivery dates mentioned in the Acknowledgement of Receipt are given as an indication, unless otherwise agreed in writing by the Parties. The logistic services and the transport costs in effect, can be communicated to the Customer on request to SIMU’s sales department. A delay on delivery of less than six (6) weeks from the delivery date provided in the Acknowledgement of Receipt shall not give rise to any claim of penalties, liquidated damages or justify the Order’s cancellation. In any case, SIMU shall not be liable for failure to perform its obligations resulting from circumstances beyond its control and in particular in case of a force majeure event as defined in the Force Majeure clause set out below. In any case, SIMU shall not be held liable for any delay caused by Customer’s failure to perform its obligations.

FORCE MAJEURE

Neither Party shall be liable in event of partial or total nonperformance of any obligation under the T&Cs with by reason of an unforeseeable and insurmountable external event which prevent Parties from performing their obligations and for the duration and within the limit of the effects of said cases and circumstances on said obligations. The occurrence of any event described hereunder shall authorize SIMU to suspend related Orders ipso jure or to postpone its execution, without any indemnity, cost or damages for SIMU. A force majeure event is notably: war, act of terrorism, strikes, epidemics, pandemics, infectious diseases, quarantine, disruption of transportation, shortage of energy, water, raw materials, disruption of SIMU’s suppliers, capacity constraints, acts or omission of any government, natural disaster, accidents or any event leading to the unemployment of all or a part of SIMU’S premises and any event beyond the reasonable control of the Parties. The Party affected by a force majeure event as described above shall, without any delay, informed the other Party of its impossibility to perform its obligations. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it result in the payment of damages or penalties for delay. It is hereby specified that the occurrence of any of the events described above authorizes SIMU to automatically suspend the Orders concerned or to postpone their execution, without any indemnity, cost or damage for SIMU.

TRANSPORT AND DELIVERY

The shipments are carried out by SIMU by any means of transport, taking into consideration the price/performance ratio, except if the Customer organizes his own shipments. The Products are delivered FCA (Incoterms® 2020) SIMU’s factory at Gray, France, unless otherwise specified in writing between SIMU and the Customer. SIMU is responsible for exports formalities. SIMU bears all the cost for export clearance and

is liable for the fees and taxes imposed by the country in which the Products are delivered. The costs of transport will be borne by the Customer who shall carry out the formalities to the import and pay the related duties and taxes.

When the Customer organizes the transport or when the Customer requires for the return of Products, the Customer undertakes to comply with all international regulation relating to the transport of dangerous goods, including but not limited to ADR, IATA, IMDG and RID regulations.

The Customer is responsible for inspecting the Products upon delivery. It is the Customer’s responsibility to make any precise and substantiated reservations on the transport document issued by the carrier upon receipt of the Products. In the event that no reservations have been made on the transport document, or that the carrier contests the reservations, the Customer must notify the carrier by registered letter with acknowledgement of receipt within three (3) working days.

In any case, within three (3) working days, a copy of such letter shall be sent to SIMU by registered letter with acknowledgement of receipt. In case of any other conspicuous defects or non-compliance of the Products the Customer shall have to inform SIMU, by registered letter with acknowledgement of receipt, within three (3) working days of the delivery of the Products. No complaint or return of Products shall be taken into consideration, after three (3) working days following delivery, except express consent from SIMU. In any case, «unpacking» reservations are not accepted.

SIMU will replace in the shortest possible time and at its own expense, the Products delivered whose failure to comply has been duly proved by the Customer.

RISK TRANSFER

THE RISK FOR LOSS OR DAMAGES TO THE PRODUCTS SHALL PASS TO THE CUSTOMER WHEN DELIVERY OF THE PRODUCTS HAS BEEN MADE TO THE CARRIER. IN CASE THE PRODUCT IS NOT DELIVERED BY CARRIER, THE RISK FOR LOSS OR DAMAGES TO THE PRODUCTS SHALL PASS TO THE CUSTOMER UPON DELIVERY AT SIMU’S PREMISES. THE CUSTOMER THEREFORE HAS NO RECOURSE IN WARRANTY AGAINST SIMU IN THE EVENT OF A DEFAULT OF RECEPTION IN ITS STORES OR PLATFORMS OF THE PRODUCTS SOLD OR IN CASE OF DAMAGE OCCURRING DURING THE LOADING, TRANSPORT OR UNLOADING OF THE PRODUCTS SOLD. IN ANY CASE SIMU CANNOT BEAR THE FINANCIAL COST OF PRODUCTS WHICH HAVE BEEN DEGRADED OR DAMAGED BY CUSTOMER’S CUSTOMERS.

THE CUSTOMER UNDERTAKES TO OBTAIN AND MAINTAIN PROPER INSURANCE CONTRACT FROM A CREDITWORTHY INSURANCE COMPANY COVERING ANY DAMAGES OF THE PRODUCTS.

RETURNS

No return of Products shall be made unless expressly authorized by SIMU. All request for return of Products shall contain a copy of the original purchasing invoice of the related Product. A return of Products can give rise to a credit note under the following conditions:

1) Error of SIMU: when the Products delivered to the Customer are not in compliance with the Products listed in the Acknowledgement of Receipt (reference, quantity...) the Customer shall inform SIMU within three (3) working days from the delivery of the Product of such error. SIMU shall then retrieve the Product from the Customer’s premises. A credit note with a value of 100% of the net price invoiced, exclusive of tax, of the retrieved Product, shall be established by SIMU, provided that the conditions stipulated in 4, hereafter, are also met.

2) Error of Customer: A return shall be authorized by SIMU provided that a written request is sent by the Customer within five (5) working days from the receipt of the Product and as far as this return relates to an amount exceeding 30€ exclusive of tax, per reference. The Product shall be returned to SIMU at Customer’s expenses and risks and within five (5) working days from the date of acceptance by SIMU of such return.

Upon receipt of the Product, a credit note with a value of 100% of the net price invoiced, exclusive of tax, of the related Product shall be established by SIMU, provided that the conditions stipulated in 4, hereafter, are also met. However, SIMU shall not accept any return in case of repeated errors by the Customer.

3) Subject to Clause Risk Transfer above, SIMU may examine, on a case by case basis, the possibility of accepting returns for any other reasons than those provided in 1) and 2) hereunder, as long as the Product is standard and was manufactured within the previous year.

The Product shall be returned at Customer’s expenses and risks and within five(5) working days from the date of acceptance by SIMU of such return. Upon receipt of the Product, SIMU reserves the right to fix on a case by case basis the amount of the credit note to be established, provided that the conditions mentioned in 4, hereafter, are also met.

4) Any return is subject to the following cumulative conditions:

- SIMU’s customer service has previously approved the return in writing.
- a copy of the agreement of return and of the original purchasing invoice of the related Product are attached to the returned Product.
- the Products are new and undamaged,
- the Products are returned in their complete undamaged packaging (including leaflets, screws, cardboard and accessories),
- the Products are not a sub-part of a product,
- the return does not concern personalized Products or customized Products, except in the case of error of SIMU.

In no case SIMU cannot be imposed:

- the resumption of Products that have not been sold or become obsolete or Products that are degraded or damaged by the Customer,
- to take back the Products of low turnover.

The credit notes established by SIMU shall be valid for a period of one year from their issuance date. Beyond this period, credit notes shall be cancelled. Credit notes are non-refundable but deductible from new Order(s).

PRICES

The SIMU's tariffs are communicated to the Customer on a yearly basis. Prices shall be those in force at the date on the day of the Product's delivery. The prices are exclusive of tax. Despite its efforts to contain prices during the year, SIMU may modify the prices of the Products according to changes in costs (e.g., cost of raw materials, metals, fuel or other production-related costs), customer demand and economic conditions. For this reason, the prices listed in the professional tariffs as well as the prices of products not yet shipped are subject to change at any time, provided that at least one month's notice is given to the Customer.

SIMU will refuse systematical and unilateral penalties from the Customer and/or automatic deductions on the sales invoice by the Customer, if they haven't been given previous written agreement by SIMU.

SIMU cannot be enforced with a clause to automatically obtain better tariff conditions granted to competing undertakings, in accordance with the provisions of the French Code of Commerce.

REDUCTION IN PRICES

Customer could benefit from discounts in counterpart of the performance for SIMU of certain services, according to the terms and conditions determined by mutual agreement between the Parties. On the other hand, SIMU shall not be charged the cost of the Customer's network structures as part of its overall activity for the services rendered. In any case, no discount or rebate can be granted by SIMU to the Customer without real and proportionate counterpart.

Calculation of the discounts potentially granted by SIMU shall be exclusively based on the sales achieved and paid by the Customer within the related range of Products. The Customer shall not require SIMU to pay discounts in the form of monthly advance payments if the conditions for granting such discounts are not actually met.

The pricing conditions are granted taking into account the activity of the Customer concerned in the context of its last purchases or taking into account its new declared activity (manufacturer, assembler, installer, wholesaler for BtoB customers or BtoC distributor, etc.). In the event of a change in the Customer's activity (such as a transition from a BtoB distribution and/or BtoB assembly model to a BtoC distribution model), the Customer must inform the Seller within 6 (six) months of such change of activity so that the relevant pricing terms corresponding to its new activity can be applied. If the Seller has reason to believe that the Customer has changed its activity without having notified the Seller accordingly, the Seller may clarify the situation with the Customer and require evidence of the claimed main activity of the Customer in relation to the latest purchases. In case of evidence of change of activity, the Seller may immediately apply the pricing conditions corresponding to the new activity of the Customer.

PAYMENT TERMS

SIMU shall invoice the Customer upon Product's expedition. The invoices are payable on receipt to Gray, SIMU's registered office by credit card, transfer, bills of exchange. However, for all new Customers, and in the case of an Order sent by a Customer who has received an unfavorable opinion from SIMU's credit insurance, total payment may be due prior to delivery.

Payment terms may be agreed in writing by SIMU and the Customer. In any case, payment shall be made within sixty (60) working days of the summary invoice date in accordance with the provisions of article L. 441-10 of the French Code of Commerce.

Unless otherwise agreed in writing by the Parties, no discount shall be granted for early payments by Customer.

SIMU reserves the right to defer or terminate the special terms of payment granted to Customer in case of significant change in any of the criteria that justified the granted of the special terms, and for instance the degradation of the Customer's financial situation, the withdrawal of guarantees, late payment, unfair behavior by the Customer towards SIMU.

In addition, in case of unfavorable opinion from SIMU's credit insurance on the Customer, SIMU may require any additional protective measures it sees fit in order to ensure proper performance of the Customer's obligations, such as, but not limited to, down payment or advanced payment of the Order. Payments made by Customer shall apply first to the oldest outstanding debt and then to the interest charges.

Sums owed by SIMU to the Customer shall not be withheld or compensated by Customer for any cause. In any case SIMU should not be required at more expensive payment condition than the one granted to the Customer by SIMU.

OUTSTANDING DEBT

In the event of default of payment on the due date by the Customer:

The Orders in progress and new Orders may be suspended at any time by SIMU. SIMU shall inform the Customer of said suspension. When the situation has been remedied by Customer, SIMU shall send an acknowledgement of receipt, according to the logistic offer in force available upon request to SIMU's sales department.

Late payment penalties shall apply on each payment due from the due date of payment as printed on the invoice. Interest charges shall be calculated on the basis of a rate equal to three times the legal interest rate in force on the date of issue of the invoice. They are payable immediately.

Interest charges shall be calculated as follows:

Interest charges = (rate x late payment amount exclusive of tax) x (number of overdue days / 356)

SIMU shall be entitled to a fixed amount of forty Euros (40 €) to compensate for recovery costs per unpaid invoice and shall also be entitled to claim compensation for all remaining reasonable recovery costs.

The sale may be automatically cancelled at any time, after written notice by SIMU to the Customer stating that SIMU declares the wish to exercise this clause, and without any requirement to fill in any legal formalities.

No unilateral deduction by the Customer shall be considered by SIMU. In such circumstances, the debt will be considered outstanding. The Products delivered and unpaid shall be returned to SIMU at the Customer's expenses.

All down payments made may be retained as damages for the cancellation of the sale and wear and tear of the Products;

The remaining payment, including invoices not yet due, shall become immediately payable without prior formal notification.

The outstanding deliveries may be withheld until full payment of the said Products is made to SIMU.

The Customer shall authorize access to his premises by SIMU, SIMU's employees or transporter, possibly with a judicial officer, to draw up a complete inventory of the Products in stock and to recover the unpaid Products.

RESERVATION OF OWNERSHIP

SIMU SHALL RETAIN OWNERSHIP OF ALL PRODUCTS UNTIL COMPLETE PAYMENT BY CUSTOMER IS MADE TO SIMU. PAYMENT SHALL ONLY BE DEEMED EFFECTIVE WHEN CASHED IN BY SIMU. IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER OF ALL OR PART OF THE PRICE OWED, SIMU SHALL REPOSSESS THE PRODUCTS DELIVERED TO THE CUSTOMER.

IF THE CUSTOMER SOLD PRODUCTS SUBJECT TO RESERVATION OF TITLE, THE CUSTOMER WILL UNDERTAKE TO INFORM SIMU OF THE IDENTITY OF THE SUBSEQUENT BUYERS AND SIMU CAN CLAIM AGAINST THE SUBSEQUENT BUYERS THE PRICE OF THE PRODUCTS UNPAID BY THE CUSTOMER, WITHOUT PREJUDICE TO ANY OTHER RIGHT SIMU MAY BE ENTITLED TO.

PENALTIES AND AUTOMATIC DEDUCTION

The Customer shall not be entitled to demand any penalty from SIMU, unless SIMU has given its prior written consent, irrespective of the reason for the penalty, in accordance with the legal provisions. The Customer shall not refuse or return goods or automatically deduct from the amount of the invoice issued by SIMU the penalties or discounts corresponding to the failure to meet a delivery date or the non-conformity of the Products, when the debt is not certain, liquid and due, even if SIMU has not been able to check the reality of the corresponding grievance.

HARDSHIP

In case of an unforeseeable financial or material circumstances (the "Unforeseeable event") related to the sale by SIMU of Products covered by the T&Cs, resulting in the execution of any of the Parties obligations to become excessively expensive, the Parties undertake to renegotiate in good faith the term of their agreement. During the negotiation, the Parties will continue to perform their obligations as initially negotiated during a one (1) month period. If the Parties fail to reach an agreement during such period, they would have to mutually agree to terminate the agreement. By agreeing with the T&Cs, the Parties decide to expressly exclude the application of the article 1195 of the French Civil Code.

INFORMATION ON THE PRODUCTS

The information and photos printed on catalogues, brochures and leaflets are given as an indication and are not binding upon SIMU and not contractual. They may be modified at any time. SIMU fulfills its obligation of information about the Products in the datasheets, configuration manuals and Product leaflets. It is under Customer's responsibility to inform its own customers about the conditions of installation (including configuration), conditions of use of the Products and the safety measures to be taken, by adapting and completing the information provided by SIMU, to the customer's Products and its type of customers.

SIMU reserves the right at any time to modify the Product as well as the related technical and commercial information and documentation.

In this respect, SIMU warns the Customer that the Products will be delivered in multiple industrial packaging and that only one paper notice is sent by SIMU for all the Products. It is the Customer's responsibility to inform its own customers of the conditions of installation (including configuration), use and safety precautions for the Product, supplementing the information provided by SIMU according to its own range of products and its own type of customer. To do this, the Customer may order from SIMU additional notices if necessary. The Parties agree that SIMU has fulfilled its obligations under the standards relating to the provision of safety, installation and operating instructions. The Customer undertakes to provide his customer with the necessary ad hoc documentation to comply with the standards and regulations in force.

CONFIDENTIALITY

In the course of their business relationship, SIMU may disclose to the Customer certain information relating to the Products, such as technical data sheets or customs codes. The Customer undertakes to keep this information confidential. Documents, data and information of any kind provided by SIMU remain the property of SIMU and may not be disclosed or used for any purpose other than the performance of the contract without the prior written consent of SIMU. The Customer, its officers, employees, subcontractors and agents are bound to secrecy and confidentiality with respect to all such information and data provided by SIMU and with respect to all matters not in the public domain concerning or arising out of the Contract or the Order. In case of doubt as to the confidentiality of any information, it is the Customer's responsibility to inquire of his usual SIMU contact. SIMU reserves the right to require employees or officers of the Customer to whom SIMU information and data is disclosed to sign a written confidentiality agreement.

WARRANTY AND AFTER SALES SERVICE

The contractual guarantee that SIMU proposes for the Products is annexed to the T&C's and is also detailed in the price catalogue intended for professional Customers, will be sent to the Customer on request, and is also available on SIMU's website www.simu.com. This express guarantee is exclusive of any other warranties, legal or not, including the legal liability for hidden defects or the suppliers and manufacturers civil liability, provided for in Articles 1245 to 1245-17 of the French Civil Code. SIMU guarantees the Product against all defects of material or manufacturing acknowledged by SIMU during the entire contractual warranty period indicated in the effective price catalogue and in the conditions and limits of use set by SIMU in the Product leaflets or any other documentation or information intended for professional Customers. This guarantee only includes the reparation or replacement (at SIMU's option) of the Product acknowledged defective after inspection, by SIMU, excluding compensation for any other prejudice whatsoever. Outside the scope of application of this contractual guarantee, SIMU shall provide an after-sales service for its Products, by quotation.

LIABILITY

SIMU shall under no circumstances be held liable or engaged in any way, if it is not demonstrated that the Products have been installed and used in respect of the instructions and limits of use indicated by SIMU, and in compliance with the existing standards and the state of the art, for motorizing or automating appropriate Products like blinds, roller blinds, shutter blinds, gates and garage doors, metal gates and curtains. Neither Party shall be liable for any indirect damage suffered by the other Party, such as loss of turn over, loss of income loss of clients, loss of orders, any commercial disruption or loss of profit. SIMU shall indemnify the Customer only for duly proved direct damages.

No Party shall be liable to the other Party for any indirect damages, such as, in particular, loss of turnover, loss of operation, loss of anticipated savings, loss of customers, loss of orders. SIMU will only indemnify the customer for the perfectly justified direct damages. The customer shall not be entitled to a lump sum indemnity simply because a product has been recalled by SIMU or has been returned to the

latter. SIMU's aggregate liability under the sale of the Products will not exceed an amount equivalent to the total amount of purchases paid by the Customer in the last twelve (12) months.

WARNING ABOUT PRODUCTS FOR "PROFESSIONALS" All the Product families presented in the professional catalogs or on the internet spaces dedicated to professionals are exclusively intended to be installed by professionals in the field of motorization and home automation and, due to their technical nature, they require specific and/or specialized knowledge in order to be adapted to the needs and constraints of the end user. The Customer must ensure that the Products are resold to professionals who can justify this type of activity. In the event of resale via the Internet, the Customer shall ensure that these products are marketed in a space dedicated to professionals, either on its own website or on any other online sales site of its customers. In case of resale of its products to non-professionals, the Customer may be held liable for lack of advice or information in case of defective assembly and guarantees SIMU against any possible claim from users on this basis. With regard to the EN 13241-1 standard, the Customer shall pay particular attention to the provision of safety instructions and appropriate and up-to-date notices concerning all families of motorization and automation products for garage doors or gates.

INTELLECTUAL PROPERTY

The Customer acknowledges that SIMU is exclusively responsible for all intellectual property rights relating to the Products, including «SIMU» verbal and semi-figurative and figurative trademarks and all other industrial property rights and copyrights attached to the Products and that no rights of exploitation, reproduction or representation of those rights are conferred on it, other than the sole right to use the Products under the conditions covered herein.

The Customer expressly refrains from using the Products for any object other than the one for which they were designed.

Any other use of products, SIMU trademarks and more generally of any element belonging to SIMU (text, logo, photography, visual element, etc.) without the prior written agreement of SIMU constitutes infringement of intellectual property rights and sanctioned as such in relation to the Intellectual property code unless prior written authorization of SIMU. In any event, the Customer's use of one of SIMU's trademarks or any element belonging to SIMU.

SIMU will be able to give its prior and written consent regarding the use of its trademarks, logos and/or visuals for the purpose of carrying out operations by the Customer to promote the resale of SIMU Products. In this case, the Customer undertakes to respect SIMU's user charter and graphic charter and to make faithful and loyal reproductions of the marks, logos, and visuals transmitted by SIMU and not to create any risk of confusion between SIMU and one of them. or several of its competitors. In addition, the Customer undertakes to transfer to SIMU, or if necessary to deactivate, all domain names reserved prior to the date of publication of these Conditions, where these include the SIMU trademark or any other SIMU trademark. Similarly, any use of visuals authorized by SIMU will have to use the word «copyright» and the name of the photographer as transmitted by SIMU, in a visible way.

More generally, the Customer undertakes not to infringe SIMU in any way, and undertakes, among other things, not to damage SIMU's brand image, trademarks, domain names, range names, products or services used by and/or owned by SIMU. Customers who are aware of any infringement of THE intellectual property rights held by SIMU must immediately inform SIMU in writing and provide any information in its possession. In accordance with this commitment, the Customer undertakes not to reserve a domain name including the SIMU brand, or any other SIMU brand likely to create a risk of association in the public mind between its activity and that of SIMU.

Within the limits permitted by law, SIMU will not be liable to the Customer and/or third parties for any claim set on intellectual property rights relating to the Products.

PROCESSING OF PERSONAL DATA

SIMU may need to process the Customer's personal data for the entire duration of the contractual relationship and for as long as is necessary to achieve the purposes pursued, for the purposes of managing the contractual relationship and fulfilling and tracking Product Orders placed by the Customer. SIMU undertakes to comply in all respects with the provisions of Law No. 78-17 of January 6, 1978 on data protection, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (RGPD), or any applicable regulation ratifying, transposing or replacing Regulation (EU) 2016/679 on the protection of personal data. In accordance with these same provisions, the Customer has a right of access, rectification and deletion of his personal data, a right to limitation of processing or portability of his data. The Customer also has the right to lodge a complaint with the competent supervisory authority. Customers may write to privacy@simu.com at any time to exercise any of these rights. For further information on the processing of his data, the Customer is invited to consult SIMU's privacy policy on our website www.simu.com.

ANTI-BRIBERY

Each of the Parties shall perform its obligations under the Orders in accordance with the laws and regulations in force applicable to it, and undertakes to comply with all laws in force aimed at combating corruption and money laundering and in particular the Foreign Corrupt Practice Act (FCPA), the OECD Anti-Bribery Convention of 1997 and the 2017 French Sapin II law. In particular, the Customer undertakes to comply with SIMU's Ethics Charter and Code of Conduct and to implement fair practices and to act, prevent and fight against all forms of corruption and not to do anything, actively or passively, that may constitute an act of anti-corruption. In this context, the Client authorizes SIMU or any of its group entities to carry out audits and undertakes to answer the questionnaires submitted. In the event of proven corruption or failure by the Customer to comply with its anti-corruption obligations, SIMU may suspend or terminate the orders without notice and without this entitling the Customer to any compensation whatsoever. If you wish to report any unethical behavior you may identify in the course of your activities with SIMU, an alert line is available to internal and external stakeholders via the following link: compliance.somfy.com/somfy/alert. The applicable procedure is available on our www.website.

IMPORT AND RESALE

The importation and resale of the Products by the Customer are carried out under his sole responsibility, and shall in no way constitute a violation of the laws and regulations in force in the country of importation of the Products. It is the Customer's responsibility to bear all costs related to the necessary compliance of the Products, their accessories and packaging with the laws and regulations applicable in the country of importation.

In addition, the Customer undertakes to comply with all applicable national or international laws, regulations, measures and decisions (including embargoes)

relating to export controls and international sanctions. This commitment concerns any measures or regulations adopted by an international organization or a State such as the United Nations, the European Union, the United States, or any other country having jurisdiction over the activities carried out within the framework of the commercial relationship between SIMU and the Customer.

Before any transfer of Products supplied by SIMU to a third party, the Customer must in particular guarantee by appropriate measures that:

(a) These Products are not intended to be used in connection with armaments or nuclear technology, unless the required authorization is provided;

(b) the sale or (re-)export of goods prohibited by the European Union will not be made to Russia or Belarus, nor for use in these territories.

In the event of non-compliance by the Customer with any of the undertakings described in this article, SIMU reserves the right to refuse any current or future orders and to immediately terminate its commercial relationship with the Customer.

In addition, the Customer will indemnify and hold harmless SIMU, its subsidiaries and/or any other entity belonging to the SOMFY Group from any liability and any damaging consequences resulting from a breach or default by the Customer of the present provisions.

GENERAL

These Conditions have been drafted in French and translated English. In any case, the French version of these Conditions shall prevail.

ELECTRONIC SIGNATURE

The Customer agrees that the Parties may have recourse to an electronic signature via the platform "DocuSign" and acknowledges that this electronic signature will have the same legal value as a handwritten signature as long as it complies with the legislation in force on the subject.

APPLICABLE LAW, COURT OF JURISDICTION

The Conditions and the relations between the Parties shall be construed, governed, interpreted and enforced exclusively in accordance with the Laws of France. In case of any dispute arising from or in connection with the performance of these Conditions and related Order(s) or agreement(s), the dispute shall be settled by the Tribunal of Commerce of Dijon.



SIMU SAS, capital de 5.000.000 euros

ZI Les Giranaux

70100 Arc-Lès-Gray

RCS Vesoul 425 650 090

identifiants uniques au titre de la Responsabilité Elargie du Producteur :

ECOSYSTEM : FR006353_05HZDP

COREPILE : FR006353_06JTDM

SOREN : FR006353_05HZDP

CITEO : FR006353_03VEDK