

## General terms and conditions of sale

### Bechtle Comsoft

Updated March 15, 2025

#### 1. Application – Sale modalities

1.1. This text defines the general terms and conditions of sale (the “**Terms and Conditions**”) of Bechtle Comsoft (“**Bechtle**”), a simplified joint-stock company (SAS) located in France and a subsidiary of the German company Bechtle AG (as specified in its [Legal notice](#)), in its relationship with its identified professional Clients (the “**Client**”), for the retail sale, according to an indirect distribution model, of computer materials, IT solutions, cloud solutions and other software products from third-party manufacturers, publishers or developers (the “**Products**”) and/or the provision of technical and intellectual services in the IT field agreed in advance between the Parties (the “**Services**”). Bechtle and the Client are hereinafter referred to collectively as the “**Parties**” and individually as the “**Party**”.

1.2. The Terms and Conditions shall apply to the Client as of the date of opening its account by Bechtle and shall govern the relationship between the Parties, with no obligation for the Parties to make express reference thereto during transactions. For this purpose, the Client hereby declares having reviewed these Terms and Conditions, inclusive of the hyperlinks embedded therein, and agrees to be unconditionally bound thereby as regards its relationship with Bechtle and for the duration of each sale.

1.3. Unless otherwise agreed by the Parties, the Terms and Conditions shall take priority over all other conditions. In particular, the Client waives the right to invoke its own conditions, in any manner and at any time whatsoever, during the course of the relationship between the Parties.

Without affecting the foregoing, for any discrepancy, any specific document confirming an order as issued by Bechtle shall take precedence over the Terms and Conditions to the extent of their inconsistency.

1.4. Any modification of the Terms and Conditions is binding upon Bechtle, subject to the express acceptance of any such modification by an authorized representative of Bechtle. Without derogating from the foregoing, Bechtle reserves the right to modify its Terms and Conditions.

1.5. In any case, the Parties are bound by the version of the Terms and Conditions published on the Bechtle website on the date the Client's account is opened by Bechtle, and then, alternatively, by the version published at the time of each order for the remainder of the corresponding relationship between the Parties.

#### 2. Order

##### 2.1. Conditions of access

2.1.1. **Authentication.** The Client is required to be identified and verified by Bechtle to place an order. The Client shall therefore provide reliable and accurate information regarding its company to the Bechtle administrative services or on an account opening form, in accordance with Bechtle's instructions. Bechtle reserves the right to limit the forecasted amount granted to the Client, to require total, net and non-discounted payment of the Client's order(s) until the Client reaches full payment capacity, or to refuse any sale when the information provided is at risk of breaching a contractual, regulatory or legal standard.

Bechtle reserves the right to request further information at any time or to issue specific questionnaires to ensure the quality and security of the sale, with the Client in all cases remaining bound by the terms of this clause.

2.1.2. **B2B.** Bechtle provides services to professional clients only (legal entities under private or public law) ; the Terms and Conditions and each related sale thereby abide by the applicable regulations within this framework. The Client agrees to use the Products and Services to support its business.

2.1.3. **Capacity.** The Client hereby warrants that any person placing an order in its name and on its behalf has the capacity and authority to bind its company in the corresponding sale and to comply with the Terms and Conditions. Any lack of capacity or resources on the part of this person cannot be argued against Bechtle.

##### 2.2. Ordering process

2.2.1. **Inventory.** Bechtle gives the Client the opportunity to order Products and/or Services which it has inventoried. To this end, Bechtle provides the Client with a preliminary description of these Products and Services, upon request, where applicable, (i) in a catalog or via the Bechtle Clouds platform regularly updated by Bechtle and accessible to its clients, (ii) in a business proposal issued by Bechtle, and/or (iii) via an online sales platform, customized and interconnected with the Client.

2.2.2. **Client request.** Bechtle reserves the right not to act upon a Client request due either to its nature or its complexity. In such cases, the Client agrees that Bechtle cannot be held liable for such a refusal. Where Bechtle does proceed with such requests, Bechtle will issue a commercial estimate, which is subject to discussion and may state a limited period of validity. Once it has expired, Bechtle alone may decide to renew the estimate, subject to update of the price, technical specifications, delivery time or any other factor.

2.2.3. **Ordering.** The Client shall confirm the commercial estimate by making a clear statement of its willingness to place an order; in this respect, the Client acknowledges and accepts that its statement is clear if it proceeds: (i) by written acceptance (for example: email response referring to the commercial estimate), (ii) by electronic signature of the document using a simple, advanced or certified system, or (iii) by sending Bechtle a purchase order that makes precise reference to the commercial estimate with no changes.

The Parties agree that the Client's request is finalized (i) upon Bechtle's written confirmation to the Client of the designation and price of the Products and/or Services requested, where applicable by electronic means, (ii) on the delivery date of the Products ordered, at a location agreed between the Parties, which location may, where applicable, be understood by the Parties to be a postal address or an e-mail address, or (iii) upon signature by the authorized representatives of the Parties of a document referring to these Terms and Conditions and which establishes specific conditions (the “**Order confirmation**”). THE ORDER CONFIRMATION SERVES AS A CONCLUSION OF THE CORRESPONDING INDIVIDUAL SALE BETWEEN THE PARTIES, THIS CONFIRMATION INITIATING THE RESPECTIVE OBLIGATIONS OF THE PARTIES SET FORTH HEREIN.

#### 3. Products Distribution

**3.1. Transport.** Bechtle will appoint a professional carrier to deliver the Products to the Client once the Order confirmation has been issued. The Client shall inform Bechtle before placing an order its willingness to use another carrier.

Bechtle cannot be held liable for any delivery delays caused by the carrier, or for the consequences of such delays. The carrier is responsible, together with the Client, for the proper delivery of the Products.

The Client shall provide, no later than upon Order confirmation, all information and specific instructions that must be followed on its premises or any other place of delivery where the Products should be delivered (the “**Place of delivery**”). Unless otherwise notified by the Client, the Parties agree that the address of the Place of delivery shall be the one that appears on the Order confirmation.

**3.2. Delivery.** Bechtle shall arrange for the Products of the relevant order to be delivered to the Place of delivery.

The Client agrees that no delivery date or time for the Products shall be binding to Bechtle without its prior and express consent. In any event, Bechtle undertakes to deliver the Products within a timeframe compatible with the specifics of the order and/or the Products ordered.

Upon delivery of the Products to the Place of delivery, the Client undertakes to :

- Ensure that the details on the delivery note issued by the carrier at the time of delivery (the “**Delivery note**”) comply with those of the corresponding Order confirmation ;
- Without prejudice to the Client's rights under the Warranty clause hereafter, promptly conduct an inspection of both the outer appearance of the Products and the packaging, and ;
- Should the case require, notify the carrier of any reservations due to visible defects observed on the Products and the packaging or any anomalies with the Order confirmation, by means of the Delivery note or by registered letter with acknowledgement of receipt (the Client also undertakes to send a copy of this notification to Bechtle, for its information), within a maximum period of three (3) working days from the date of delivery to the Place of delivery as per the conditions of Article L.133-3 of the French Commercial Code (*Code de commerce*).

Upon expiry of such maximum period, the Products shall be considered as delivered and accepted 'as is', and the Client shall no longer seek Bechtle's liability for the delivery in question.

The Client agrees that its payment obligations will not be automatically suspended due to reservations. Otherwise, Bechtle shall be entitled to suspend all or part of its obligations until payment is made, which the Client accepts.

**3.3. Retention of title, Products.** The Client is the exclusive owner of the Products, provided that the Client fully and unconditionally pays Bechtle the price of the order corresponding to the said Products, along with taxes and, where applicable, costs and interest.

Until the Product ownership is transferred, the Client shall maintain the Products and their packaging in perfect condition and cover them by appropriate insurance on behalf of Bechtle up to their full price from the delivery date stated on the Delivery note, in order to protect Bechtle against the risk of damage at the Place of delivery.

**3.4. Warranty.** Bechtle warrants, regarding the Products, that at the time of delivery to the Place of delivery:

- It has the right to sell the Products;
- The Products comply with the quantity and description defined in the corresponding Order confirmation;
- Unless otherwise stated, the Products are new. In this respect, the Products are certified to Bechtle by the third-party manufacturers, publishers or builders as free from defects in design, material and workmanship ;
- Bechtle passes on to the Client the benefits of the “manufacturer's warranty”, which the Client acknowledges and understands to be provided to the Client directly by the third-party manufacturers, publishers or builders of the Product concerned, under their terms and conditions of service and pricing, and in any event without the involvement of Bechtle. The Client is required to acquaint themselves with the terms and conditions of the applicable “manufacturer's warranty” for the Product concerned.

In the event of a Product malfunction during the “manufacturer's warranty” period, Bechtle undertakes to redirect the Client to the relevant services of the third-party manufacturers, publishers or constructors, so that they can provide support services in accordance with their own conditions.

The Client may require Bechtle to remedy any breach of this clause by requiring, at Bechtle's option, either to :

- Replace the Products affected by this breach;
- Rework the performance of the non-compliant services;
- Cancel the order concerned and obtain a refund, if applicable, of the sums already paid by the Client for the Products affected by this breach, or;
- Any other action for compensation decided by Bechtle and accepted by the Client.

The Client agrees that the warranties and remedies provided for in this clause are contingent on the Client:

- Receiving and storing the Products delivered in an accommodating environment or premises that prevent damage;
- Using the Products in accordance with the normal and expected use for these Products or any similar product.

**3.5. Return.** As an exception, the Client may be authorized to return certain Products sold and supplied in accordance with the Terms and Conditions, provided that Bechtle consents to this in writing prior to any return of the Product. The Client agrees that the return shall be:

- Granted on a discretionary basis and, in all cases, at the Client's sole cost and expense ;
- Refused, including but not limited to cases where the packaging of the Products is damaged or its contents are deteriorated ;
- Refused if the Products concerned by the return are not standard (i.e. not COTS).

**3.6. Commitments outside the scope.** Bechtle provides the services associated with the distribution of the Products described in this clause and in accordance with its Terms and Conditions. The Client shall indemnify and hold Bechtle harmless from and against any commitment or liability for any claim, debt, charge or other cause of action arising from associated services requested by the Client and not mentioned in an Order confirmation.

#### 4. Conduct of the Services

- 4.1. Scope.** The Parties shall define the specific Services to be provided to the Client in a separate framework document drawn up in accordance with the order process set out in clause 2 hereof (the “**Specifications**”). The Specifications shall therefore be deemed to have been validated by the Parties upon receipt of an Order confirmation.

These Specifications cover the IT services that the Client undertakes to describe to Bechtle, with all due care. The activities concerned may include, but are not limited to, technical assistance, support with deployment, assistance with digital transformation.

The Parties shall endeavor to determine the prerequisites in the Specifications and to detail the scope of the Services (contributions, expected results, deadlines/timetable, deliverables, and other obligations).

- 4.2. Parties' commitments.** Bechtle undertakes to provide the agreed Services in accordance with the Specifications. Bechtle and the Client shall then cooperate in good faith and promptly provide each other with all documents, data, authorizations or information necessary for the performance of the Services defined in the Specifications, in a partnership spirit.

**4.2.1.** Bechtle warrants to :

- Perform the Services and Specifications with diligence and professionalism ;
- Have the necessary certificates for performing the Services and Specifications, if required ;
- Assign competent, experienced and qualified people for the corresponding activities ;
- Mobilize adequate resources to fulfill its obligations ;
- Notify the Client if Bechtle finds an error or inaccuracy in the Client's information.

**4.2.2.** Client warrants to :

- Involve competent collaborators (direct or indirect) to support any action requested to the Client;
- Provide its people to whom it provides the Services with all the equipment, infrastructure and user rights required for the provision of the Services ;
- Own or have obtained the necessary rights, titles or licenses for any element provided by the Client and to be worked on by Bechtle as part of the Services, including applicable intellectual property rights ;
- Provide a quick response to any query ;
- Never leads Bechtle to violate any rules and regulations, in particular with regard to the intellectual property rights of third parties, because of its actions in the context of its collaboration with Bechtle for the purposes of the Services ;
- Give, without delay and to the extent required by the Specifications, its directives, approvals or decisions ;
- Submit documents, documentation or any other required item in a timely manner. The Client is solely responsible for ensuring that they are complete, accurate and can be used by Bechtle as part of the relevant Services.

- 4.2.3.** Considering the nature of the services and depending on the degree of care that the Client brings to his interactions with Bechtle, the Client agrees that Bechtle may experience delays in the execution of its tasks. In such cases, Bechtle will ensure that these delays are kept to a minimum.

- 4.2.4.** Subject to the limitations set forth in the Terms and Conditions, Bechtle agrees to remedy the work that does not conform to the Specifications. To this end, the Client shall promptly describe the non-conforming elements in a notice sent to Bechtle no later than ten (10) calendar days after the completion of the relevant Services.

- 4.2.5.** If the Client fails to fulfill any of its obligations, the Client accepts that Bechtle has the right to suspend or terminate its own obligations at its discretion, without incurring any liability in this respect.

- 4.2.6.** The Client agrees that Bechtle is not obliged to provide services other than those specified in the Specifications. The Client holds Bechtle harmless against any liability and any costs for damages incurred as a result of services requested by the Client and not specified in the Specifications. In this respect, the Parties agree that a change is valid and legally binding only after their written agreement.

- 4.3. Acceptance.** The Services shall be deemed accepted by the Client, and Bechtle shall be deemed to have fulfilled its obligations, as of the eleventh (11<sup>th</sup>) calendar day following their completion. The Parties agree that that Bechtle's performance shall be measured against the applicable Specifications.

- 4.4. Retention of title, Services.** Subject to the rights of third parties, the Client acquires ownership of the information, documentation, deliverables or results obtained by Bechtle in the course of providing the Services to the Client (the “**Deliverables**”), including Bechtle's copyrights and other intellectual property rights, provided that the Client fully and unconditionally pays Bechtle the price of the order corresponding to the said Services, along with taxes and, where applicable, costs and interest. Until the Deliverables are transferred, the Client must keep them in perfect condition and cover them with appropriate insurance on Bechtle's behalf for their full price from the date of delivery, to protect Bechtle against the risk of damage.

- 4.5. Prior knowledge.** Without prejudice to the foregoing, Bechtle shall retain ownership of any tools, methods and materials it has developed prior to or independently of the Services, as well as the associated intellectual property rights.

- 4.6. Independence.** Regardless of the degree of interaction between the Parties, the Services defined in the Specifications are performed by Bechtle or its subcontractors as independent contractors and do not create employer-employee relationships between the Client and Bechtle, its agents, employees or subcontractors; the latter, when assigned by Bechtle to perform the Services, are exclusively bound to Bechtle. The Client may not consider them as its employees (or similar), either during the performance of the Services or on an ongoing basis after their completion.

#### 5. Additional conditions for the use of the Bechtle Clouds platform

- 5.1.** To order Products using the Bechtle Clouds platform, the Client shall comply with the [Terms of Use of the Bechtle Clouds platform](#), which govern its access and use in addition to the Terms and Conditions.

- 5.2.** With due regard for the conditions relating to the price set out below, the Client agrees to pay the invoices issued for orders of Products placed using the Bechtle Clouds platform exclusively by direct debit (*prélèvement bancaire*).

## 6. Subcontracting

- 6.1. Bechtle reserves the right to subcontract all or part of its obligations under these Terms and Conditions to a third party, at its own discretion and without having to notify the Client.
- 6.2. In any case and with no prejudice to the Terms and Conditions, the Client agrees that Bechtle shall be its sole point of contact for the sale of the corresponding Products or Services.

## 7. Price

- 7.1. **Determination.** The price of the Products and/or Services is defined by the corresponding Order confirmation. This price is exclusive of tax, in particular value added tax, and exclusive of any costs related to the transportation of the Products. The cost of transportation is first estimated per delivery requested, then definitively established based on the final delivery, which takes into account the nature or quantity of the Products ordered, or the geographical territory of delivery.
- 7.2. **Invoicing.** Subject to the terms of this clause, the Client shall pay Bechtle the price and related costs as set out in Bechtle's invoice, as well as any taxes required by law or regulations in force on the date of any invoice.
- 7.2.1. Unless otherwise required by statute, decided by Bechtle or agreed by the Parties, the Client shall pay in the currency indicated on the invoice and without discount, by non-cash payment methods, within a payment term of thirty (30) days from the date of invoice.
- 7.2.2. In the case of payments by direct debit, the Client hereby authorizes Bechtle to initiate debits on the Client's bank account corresponding to the amounts due and according to the agreed due dates. In this respect, the Client guarantees to have:
- Finalized a B2B SEPA mandate (*mandat SEPA de prélèvement interentreprises*) in favor of Bechtle, in force for each payment due date, and;
  - Transmitted this finalized mandate, or any document of equivalent legal value, to Bechtle and to its payment service provider (bank), for the purposes of implementing and effectively executing the direct debit.
- 7.2.3. For any order placed using the Bechtle Clouds platform, the Client agrees that direct debit shall be the only accepted payment method. In addition, the Client undertakes, for any corresponding sale, to pay the price of the license(s) for the cloud solution Products on the due dates of the invoices.
- 7.2.4. The Client shall provide the relevant contact and banking details (details of the person or department responsible for paying invoices within their organization; bank details; a depersonalized email address, identifiable and verifiable by virtue of its connection to the Client's domain name) at the latest during the identification process referred to in the clause "Conditions of access" above, then without delay after each change to these details, if applicable.
- 7.2.5. Unless otherwise notified by the Client to Bechtle, the Parties agree to proceed with dematerialized invoicing. In this respect, the Parties agree that :
- In accordance with the Terms and Conditions and Article 289 VI. of the French Tax Code (*Code général des impôts*), the Client agrees to receive invoices relating to their orders in electronic form ;
  - Bechtle undertakes to make its invoices available to the Client for three (3) years from their respective dates of issue by means of a dedicated and secure network accessible at <https://www.bechtle.com/fr> ;
  - In this respect, the Client is responsible for requesting its corresponding access codes to Bechtle ;
  - As with Bechtle, the Client assumes full responsibility for keeping invoices in original format and observing the deadlines and conditions of Article L102B of the French Book of Tax Procedures (*Livre des procédures fiscales*), i.e.: on digital media for a period at least equal to the period of the right of recovery provided for in the first paragraph of Article 169 of the French Book of Tax Procedures, and on any medium chosen by the Client for the following three (3) years.
- 7.2.6. Apart from the foregoing and for the purposes of the process of recovering any invoice, the Client undertakes to reference the depersonalized, identifiable and verifiable e-mail address that Bechtle may communicate to it in its computer system in order to prevent the corresponding e-mails from appearing as spam ;
- 7.3. **Late payment.** In the event of an invoice not being paid within the deadline:
- 7.3.1. The Client shall comply with the applicable measures relating to "Retention of Title".
- 7.3.2. The Parties agree that, without prejudice to its other prerogatives, Bechtle is entitled to :
- Temporarily suspend the execution of all or part of its obligations and/or the Client's access to the online sales platform until full payment by the Client, without incurring any liability in this regard;
  - Claim, as of right, additional late payment penalties equal to three (3) times the applicable legal interest rate, as well as a fixed compensation for recovery costs of forty euros (€40) per invoice not paid on time, in accordance with the applicable provisions (in particular Articles L.441-1 et seq. of the French Commercial Code or Decree No. 2012-1115), and/or;
  - Apply additional compensation when the recovery costs incurred by Bechtle exceed the amount of the previous point.

- 7.4. **Price adjustment.** The Client accepts that Bechtle may adjust its prices and invoice orders accordingly due to independent factors beyond the reasonable control of the Parties and affecting Bechtle's costs. In this respect, Bechtle shall notify the Client in advance in the event of the occurrence of any of the following events, this list being non-exhaustive: (i) changes in taxation, including customs duties, tax levies, mandatory charges such as the eco-contribution; (ii) fluctuations in exchange rates; (iv) changes in legal, regulatory or certification requirements concerning the Products and/or Services; (v) increases in the price of energy or the materials used in the Products and/or Services; (vi) increases in transportation costs; (vii) price increases decided by third-party manufacturers, publishers or builders.

## 8. Confidentiality and Personal Data

- 8.1. **Confidentiality.** Each Party that receives (the "receiving Party") from the other Party (the "disclosing Party") information, which may include but is not limited to data, including Personal Data as defined below, information and prices developed during negotiations or commercial execution, in written, oral and/or electronic form and which, by their nature, can be considered confidential and exclusive to the disclosing Party (the "Confidential information")

shall refrain from using them other than as necessary to fulfill an order, or disclosing them to any third party, either during or after the end of their relationship with the disclosing Party. Bechtle affiliates are not considered to be a "third party" within the meaning hereof.

The receiving Party may only disclose Confidential information of the disclosing Party to persons or entities with a need to know in order to execute the order and who are subject, prior to the disclosure of the Confidential information, to confidentiality obligations similar to those herein. Except where legally required, these commitments shall remain in full force and effect for the duration of each order and for three (3) years from the end of such an order.

Each Party shall (i) at all times maintain the confidentiality of the Confidential information of the other Party, (ii) refrain from using such Confidential information for purposes other than for the execution of the corresponding order, and (iii) implement reasonable measures at least to the same extent as those applied to its own Confidential information to preserve the confidentiality.

These confidentiality obligations do not apply to information (i) that is or becomes accessible to the public without fault or breach of its obligations by the receiving Party; (ii) that the receiving Party can demonstrate in writing was lawfully in its possession at the time of disclosure by the disclosing Party, without any obligation of confidentiality; (iii) which are developed independently by the receiving Party without using the Confidential information of the disclosing Party; or (iv) which the receiving Party lawfully obtains from a third party who is not subject to a confidentiality obligation with respect to such information and without restriction on use or disclosure.

**8.2. Personal data.** Bechtle may receive Personal Data from the Client at any time during the execution of these Terms and Conditions; in this respect, the Client hereby warrants that it has obtained and disclosed such data in accordance with the applicable Data Protection Laws. Bechtle complies with the Data Protection Laws applicable to its role as a retailer of Products and provider of specific Services; similarly, the Client undertakes to comply with the Data Protection Laws applicable to its organization and sector of activity. The collection by Bechtle of the Client's Personal Data is mandatory and necessary to: identify the Client, enable Bechtle to manage its Client portfolio and monitor the performance of its services and the delivery of Products and/or Services.

By "Data Protection Laws" is meant the data protection laws applicable to the processing of Personal Data, including the laws of the European Union and the European Economic Area, and in particular EU Regulation 2016/679, known as the "General Data Protection Regulation" (the "GDPR"). All terms in this clause that are not defined and that begin with a capital letter shall have the meaning provided in the GDPR.

For the purposes hereof, the Client is a Controller and Bechtle is a Processor of the Personal Data provided to Bechtle for processing in the context of their contractual relationship.

The purpose and nature of the Processing, the type of Personal Data processed and the categories of Data Subjects are defined by virtue of the contractual relationship. The duration of the Processing is the duration of the execution of each contractual relationship. Bechtle processes Personal Data in accordance with the Client's instructions and within reasonable limits.

Bechtle has issued a [data protection statement](#) and has technical and organisational measures to protect Personal Data against unauthorized access or disclosure and against accidental or unlawful destruction, loss or alteration. These measures are adapted (i) to the size, scope and type of Bechtle's activities; (ii) to the type of Personal Data that Bechtle processes; and (iii) to the need for security and confidentiality of such Personal Data. Bechtle shall notify the Client as soon as possible in the event of a Personal Data breach or if Bechtle receives a request from a Data Subject.

The Client shall address the requests of the Data Subjects. The Client or each Data Subject whose Personal Data are processed has a right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object on his or her Personal Data. At the end of their contractual relationship, Bechtle shall, at the Client's choice and upon written request, destroy or return all Personal Data to the Client and delete existing copies, unless applicable law requires the storage of Personal Data. In this case, Bechtle shall continue to ensure the confidentiality and security of all such Personal Data.

## **9. Responsibility and Limits**

**9.1. Responsibility of Bechtle.** BECHTLE UNDERTAKES TO COMPLY WITH THE WARRANTIES, OBLIGATIONS AND COMMITMENTS TO WHICH IT IS SUBJECT UNDER THE GENERAL CONDITIONS AND EACH INDIVIDUAL SALE, AND TO PERFORM ALL TASKS RELATED THEREON BASED ON A BEST EFFORT BASIS, EXCLUDING ANY OTHER COMMITMENT OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Bechtle, including its managers, directors, subsidiaries, employees and subcontractors, cannot be held liable to the Client or anyone else for indirect, incidental or consequential damages whatsoever, including but not limited to damages arising from a decision made by the Client in relation to the information, documentation, Deliverables or any other result related to Bechtle's services, or for damages arising from a loss of commercial opportunities, loss of profits, loss of business, loss of use, loss of expected income or a loss of opportunity.

The liability of Bechtle in the event of damage shall not exceed the price of the order concerned that Bechtle receives from the Client, except for damages that cannot be limited by law (in particular bodily injury), damage that arises from the violation of confidentiality or personal data, or in the event of Bechtle's fraud or gross negligence.

**9.2. Responsibility of the Client.** The Client shall ensure that it is able to install, use and operate the Products and/or Services, including the Deliverables, as appropriate for its organization and its own purposes. In this respect, the Client shall hold Bechtle harmless in the event of:

- Failure by the Client to comply with a prerequisite;
- Misuse or non-compliant use by the Client of the Products and/or Services, including the Deliverables;
- Failure or inadequacy with regard to the services on its Internet network or its IT infrastructure ;
- Violation by the Client of its commitments, such as those relating to compliance, confidentiality or personal data;
- Disputes between the Client and its partners (third parties hereto) ;
- Bechtle's failure to fulfill its commitments due to a breach, default or inaccuracy on the part of the Client, or ;
- Warranty, representation or declaration that the Client may make to a third party in connection with these services.

**9.3.** Each Party undertakes to comply with the contractual obligations incumbent upon it hereunder, in accordance with the applicable legal or regulatory requirements (whether or not expressly referred to therein), in particular with regard to the prevention or control of non-compliance risks (bribery, corruption, influence peddling, corporate social responsibility, export controls, or any other compliance-related matter).

9.4. Bechtle may resell the same Products and/or provide the same Services to the Client's direct or indirect competitors, on the understanding that Bechtle undertakes to respect confidentiality.

## 10. Force Majeure

10.1. Neither Party (the “**affected Party**”) shall be liable to the other Party (the “**aggrieved Party**”) or considered in default of its obligations, if it suffers an event of force majeure, pursuant to Article 1218 of the French Civil Code (*Code civil*), resulting in the non-performance or delay in the performance of its obligations, provided that the affected Party (i) informs the aggrieved Party, and (ii) acts diligently to remedy the situation, and (iii) ensures that the consequences of this force majeure event for the aggrieved Party are reduced as much as possible.

10.2. In the event that such force majeure event persists beyond thirty (30) calendar days from the date of notification, the aggrieved Party may terminate its relevant order by giving written notice to the affected Party.

## 11. Miscellaneous

11.1. **Independence.** The Parties are independent co-contractors, working together on a temporary and limited basis in the preparation and then the execution of services related to the sale of Products and/or Services. Nothing is intended or should be interpreted as constituting a partnership or joint venture, nor as giving either Party the authority, capacity or power to act as the other Party's representative or agent for any purpose whatsoever.

11.2. **Entirety.** The Terms and Conditions and each associated Order confirmation constitute the entire agreement between the Parties, for the time and purpose of the corresponding sale. To the extent applicable, they supersede any prior agreements between the Parties in this regard.

11.3. **Waiver of third parties.** The provisions of the Terms and Conditions and each associated Order confirmation are applicable and effective exclusively between Bechtle and the Client. No other party may claim to implement or benefit under these conditions.

11.4. **Non-waiver.** Unless otherwise specified, no failure or delay by a Party to exercise any right, power or privilege hereunder shall be deemed or construed by the other Party as a waiver of that right, power or privilege in whole or in part.

11.5. **Intellectual Property.** Each Party retains the intellectual property and related rights to its prior knowledge and to the information, documents or knowledge that this Party creates, generates or develops apart from the framework of the Terms and Conditions. In particular, the Client acknowledges that the Product or Service inventories, together with their content (Catalogue, Bechtle Clouds platform, online sales platform, customized and interconnected) are, subject to third-party rights, protected by exclusive intellectual property rights pertaining to Bechtle.

The use of these inventories is granted by Bechtle on a non-exclusive basis, and on a temporary basis for the duration and for the purposes of each order.

Apart from the foregoing, nothing herein may be construed as granting the Client any right over these inventories and contents. In any event, the Parties accept that the Terms and Conditions shall never be interpreted in such a way as to transfer the intellectual property rights of third-party manufacturers, publishers or developers.

11.6. **Severability.** If any provision of the Terms and Conditions or an Order confirmation is held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions shall not be affected, and the invalid or unenforceable provision shall be read or modified by the Parties so as to reflect as closely as possible their intentions.

11.7. **Notifications.** Legal notifications shall be made in writing and be delivered by hand or sent by any courier service, provided that the notified Party has proof of receipt, to the registered address defined in the relevant register of that Party, to the attention of the Sales Department, as well as to the usual contact person.

11.8. **Amendment.** Without prejudice of Bechtle's options herein, any amendment to the documents associated with the Terms and Conditions shall only be binding on each Party after written approval has been given by the Parties' representatives in the form of an amendment.

11.9. **Insurance.** Each Party shall take out and maintain its own insurance coverage in amounts appropriate for the performance of its obligations hereunder and for any damage that may be caused to any party.

11.10. **Labor.** Each Party certifies compliance with its obligations to labor and tax authorities, and in particular with the provisions of the applicable Labor Code.

11.11. **Headings.** The headings herein are inserted for convenience only and should not be used for interpretation.

11.12. **Language.** The Terms and Conditions and any associated order may be drawn up in French and/or English. In the event of any contradiction, the French version shall prevail in any case.

11.13. **Applicable law and competent court.** These Terms and Conditions, each associated Order confirmation, and any document incorporated by the Parties into the concerned individual sale, are governed by and interpreted in accordance with French law. In the event of difficulty in their interpretation or execution, the Parties shall give priority to seeking an amicable solution. In the event of persistent disagreement, the competent courts of Strasbourg (France) shall have sole jurisdiction.

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