



## GENERAL TERMS OF SALE

### SCOPE:

These general terms of sale are provided each time an order inquiry is submitted.

Their purpose is to define the conditions according to which UVGERMI® will provide the products and services that it sells to professional Buyers that request them, whether through its website or direct contact or using a paper document. These general terms of sale (hereinafter the "GTS") apply to the entire UVGERMI® range.

They apply without restriction or reservation to all sales/services concluded by UVGERMI® with the Buyers, irrespective of any clauses that may appear in the Buyer's documents, notably its general terms of purchase, commercial documents, prospectuses or catalogues. They may only be set aside or amended by formal Special Terms laid down in writing by a person duly authorised by UVGERMI® for this purpose.

In accordance with the applicable regulations, these General Terms of Sale are issued systematically to every Buyer in order to enable it to place an order with UVGERMI®.

In any event, should UVGERMI® temporarily decide not to avail itself of any of the clauses of these GTS, this may not be interpreted by the Customer as a waiver on the part of UVGERMI® of the right to avail itself of the said terms in the future.

Unless indicated otherwise, when two provisions are found to be contradictory, the more recent provision takes precedence.

The Buyer hereby acknowledges that it has been fully informed that acceptance of these general terms of sale does not require the handwritten signing of these documents, nor formal adherence, but will arise from a simple order. Depending on the case, acceptance will be attested by the signing of the quote or purchase order that indicates the place of references of these GTS. This version will take precedence over any other modified version, except for modifications that take account of legal and regulatory developments, which will apply immediately to any order in progress.

The Buyer hereby declares that it has obtained all information necessary for the services and/or use of the products sold by UVGERMI® and for placing its order with full knowledge of the facts. The Customer hereby acknowledges that it is familiar with the nature and purpose of the products or services and their usage procedures. It will ensure that the products are adequate for its needs and it accepts sole responsibility for its choice, so that UVGERMI® may never be held liable in this regard.

## ORDERS:

All orders for contractual services and/or products must be placed by fax, e-mail with acknowledgement of receipt or on the website <https://www.uvgermi.fr>.

The products or services will be provided at the UVGERMI® prices in effect on the day on which the order is placed and, if applicable, in the specific commercial proposal sent to the Buyer. These prices are fixed and may not be revised during their validity period, unless the unforeseeability clause is applied.

Specific pricing terms may be applied in response to special requests submitted by the Buyer, notably concerning the provision of services and delivery procedures and times. In such cases, a special commercial offer will be sent to the Buyer by UVGERMI®.

The quotes and/or pro forma invoice (the "Offer") issued by UVGERMI® will be valid for 6 months from the issue date, unless the unforeseeability clause is applied. Once this period has elapsed, UVGERMI® reserves the right not to maintain its initial offer.

The UVGERMI® offer is strictly limited to the products and services specified and detailed in the quote. All quotes or purchase orders are systematically sent to the Buyer with a formal reference to these GTS. Consequently, any quote and/or purchase order accepted by the Buyer implies, as a mandatory, essential and fundamental condition, its unreserved acceptance of the prices and GTS.

Acceptance of a quote and/or purchase order will be formalised by means of its acknowledgement of receipt. Any quote and/or purchase order accepted in this manner will serve as a Contract and must include a detailed description of the requested products and services along with their reference prices at the rate in effect on the day of the order.

The consideration and acceptance of the order will be confirmed by an e-mail sent by UVGERMI. The data recorded in the UVGERMI® IT system will constitute proof of all transactions concluded with the Buyer.

The contractual documents will be archived by UVGERMI® on a reliable and durable medium that may be submitted as evidence.

Any modification or alteration made by the Buyer to the pre-printed part of a contractual document must be confirmed in writing by UVGERMI®. Otherwise, the said modification or alteration will be considered null and void.

An order will constitute a fixed and irrevocable commitment on the part of the Buyer and may not be called into question. In case of cancellation of the order by the Buyer after its acceptance by UVGERMI®, for any reason whatsoever except force majeure, the order down-payment, as defined below in these General Terms of Sale, will remain the property of UVGERMI® and will not result in any reimbursement.

UVGERMI® reserves the right to refuse, cancel or suspend any order in case of a change of circumstances that could not have been foreseen when the contract was signed, in accordance with the provisions of article 1195 of the French Civil Code (such as higher costs for raw materials, customs clearance, taxes, etc.), or if the Buyer fails to pay the sums owed for one or more orders and/or if there is any dispute regarding payment for a previous order, if the Customer has not respected the product storage conditions or operating conditions or if the Customer has not provided information, documents or elements of any kind that it had undertaken to

submit for the correct execution of the order, or if it has failed to respect one or more obligations incumbent upon it.

UVGERMI® reserves the right to refuse any order that does not correspond to its references or that cannot be executed within the context of the specifications requested by the Buyer.

### **Service requests**

The Buyer's confirmations of appointments for a service call by UVGERMI® will be considered as irrevocable consent. Customers can therefore not cancel them or refuse the service call. Work orders must be submitted in writing, by e-mail or by fax. They are proposed within the limits of the resources available to UVGERMI®. The services are described and presented as accurately as possible.

However, should there be any errors or omissions in their presentation, UVGERMI® may not be held liable. The service will be performed at the address indicated by the Buyer on the work order. Should UVGERMI® make a wasted journey due to an incorrect or incomplete address, the Buyer will be charged. The Buyer will ensure unrestricted access to its premises.

In all cases in which the Buyer decides to modify work in progress, UVGERMI® will notify it of the costs that would result from such a change, so that the Buyer may make a fully informed decision.

### **DELIVERY:**

The delivery date should be understood, irrespective of the destination of the products, the shipping methods or payment procedures, as either the day of the direct handover of the order to the Customer, or by simple notification of its release, or by its delivery to a transporter or carrier at the UVGERMI® premises.

The delivery costs will be indicated on the quote and/or purchase order.

The product delivery time does not constitute a binding deadline and UVGERMI® may not be held liable with respect to the Buyer in case of delayed delivery, with the availability of the products being dependent on the stocks at the manufacturers of the materials. UVGERMI® will undertake to adhere to the delivery times; however, should they be exceeded, the Buyer will not be entitled to cancel the sale, refuse the products and associated services or claim damages and interest or any penalty whatsoever, or offset any amount against an invoice due to UVGERMI®.

Under no circumstances will any late delivery release the Customer from any of its obligations.

In case of delivery of products and/or consumables directly to the Buyer's dedicated site, the products will travel at the risks of the Buyer, that will be responsible for checking for any visible defects or non-compliance of the delivery upon receipt at the time of delivery.

Regardless of the delivery method (on-site or collection from our premises), any reservations or complaints must be justified and written on the delivery order and sent to the registered offices of UVGERMI® within three days following receipt of the products.

Should the Customer make a request for delayed delivery, it will be invoiced for the costs of the product and storage conditions incurred by UVGERMI®.

It is the responsibility of the Buyer to provide all supporting evidence concerning submitted complaints and to allow UVGERMI® every opportunity to confirm the alleged facts, in order to rectify them.

If a product is found to be defective but under warranty, it must be returned to the registered offices of UVGERMI®.

UVGERMI® reserves the right to suspend any order and/or delivery, irrespective of its nature and level of execution, in case of non-payment of any sum owed by the Buyer when due.

UVGERMI® will keep the Buyer informed, in good time, of any interruption to deliveries due to force majeure and/or a fortuitous event.

Force majeure or fortuitous events will be considered to include any event, irrespective of its nature, that is outside of the reasonable control of either party, such as a strike and stoppage of production or transport, strike or lock-out in product industries or businesses, for whatever reason, legal or regulatory provisions that affect the manufacturing and/or delivery of the product and/or the following events: problems concerning the usual supply of raw materials and partial unavailability preventing UVGERMI® from carrying out its manufacturing programme.

In any event, delivery may only be made within the time limits if the Customer is up to date with its obligations vis-à-vis UVGERMI®, irrespective of the reason.

In case of an order with delivery to third parties, the Buyer placing the order will be considered as the principal. If the delivery to third parties is made to the latter, or if the recipient of the delivery gains some benefit from the possession or subsequent use of the delivery, the Buyer and the recipient of the delivery will then both be considered as joint principals. By placing such an order, the Buyer is tacitly guaranteeing its consent and that of the recipient with regard to this point.

#### **PERFORMANCE OF THE SERVICE:**

The commitment of UVGERMI® in connection with performing the services constitutes an obligation of means whereby the services will be provided in strict compliance with the customary professional rules.

In order to facilitate the correct performance of the service, the Customer undertakes to:

- provide UVGERMI® with complete and accurate information and documents, within the necessary time limits, with UVGERMI® not being required to verify their completeness or accuracy;
- make decisions within the deadlines and obtain the necessary hierarchical approvals;
- appoint a correspondent vested with decision-making powers;
- ensure that the key contacts and correspondent remain available throughout the performance of the service;
- alert UVGERMI® directly of any difficulties concerning the performance of the service.

#### **RECEIPT – RESERVATIONS**

For products and/or consumables

Notwithstanding any steps to be taken by the Customer with respect to the carrier, any complaints regarding the compliance of the delivered products with the order or any defect notifications, on receipt of the goods, must be made by any means that include acknowledgement of receipt, immediately for visible defects or non-compliance with the ordered equipment and within fifteen (15) days for non-visible defects.

The Customer may not make any return without the approval of UVGERMI® provided in writing, or by e-mail or fax.

The return shipping costs will be paid by UVGERMI® solely in cases where an obvious defect is observed by UVGERMI® or its agent.

Only the carrier chosen by UVGERMI® will be authorised to return the products in question.

Reservations may only be accepted after prior approval and validation of the justifications by UVGERMI®.

When, following inspection, an obvious defect is detected by UVGERMI®, according to the aforementioned conditions, the Customer may only ask UVGERMI® to replace the non-compliant products and/or parts at the latter's expense; in this case, the Customer may not claim any compensation or seek to cancel the order.

Should a Customer make a complaint in accordance with the conditions and procedures described in this article, or should UVGERMI® determine the existence of reservations, the payment of invoices for delivered products will not be suspended.

#### For services

Upon completion of the service, a completed servicing report will be issued. The Customer or its agent and/or representative must indicate, on that document and in the form of handwritten reservations accompanied by a signature, any anomaly concerning the service or the conditions for its execution.

This verification will be considered as completed when the Customer, or a person authorised by it, signs the completed servicing report.

The Customer will be responsible for providing UVGERMI® with all supporting evidence concerning any observed flaws or defects.

Reservations may only be accepted after prior approval and validation of the justifications by UVGERMI® provided in writing or by fax.

When, after verification, an existing malfunction is detected by UVGERMI®, according to the aforementioned conditions, the Customer will undertake to contact UVGERMI® again to ask it to conduct the required repairs. The Customer may not claim any compensation in this case.

Should a Customer make a complaint in accordance with the conditions and time frames described in this article, or should UVGERMI® determine the existence of reservations, payment will not be suspended.

UVGERMI® may decide to interrupt the service call at any time

- if it suspects that the Customer has not notified it and/or modified its equipment
- or if UVGERMI® and/or its technician consider that the working conditions at the site are likely to jeopardise its safety

## WARRANTY – LIABILITY – INSURANCE

### *Warranty:*

#### Products, equipment or consumables

The warranty covers the legal guarantee for any visible and/or hidden product defects. UVGERMI® will not be liable for any costs incurred by the Customer or by third parties during immobilisation of the equipment caused by the execution of any work under the warranty.

This warranty will apply for normal use of the Products, in accordance with the indications shown in the UVGERMI® operating instructions included with the documentation, which the Buyer acknowledges having received and read.

The warranty does not cover the replacement of products made necessary by normal use or defects caused by an error or negligence in terms of maintenance or non-compliance and/or usage that does not follow the instructions provided by UVGERMI® or a modification of the parts implemented without the consent of UVGERMI® or force majeure.

The warranty is limited to the replacement, with an identical or equivalent part, of any part under warranty returned by the Customer and subsequently recognised as defective, and excluding any labour, travel, packaging and transport costs, or any compensation for deprivation of use, within a period compliant with the UVGERMI® procurement processes.

The UVGERMI® warranty will not apply in case of any equipment damage caused by a maintenance error, negligence or failure to comply with instructions; resulting directly from incorrect use or calibration; arising from mechanical breakdowns and/or faults caused by fire, frost, burglary, theft, explosion, lighting, earthquake, storm, hail, flooding, vandalism, rioting, civil unrest or any other elements not attributable to UVGERMI®; following the use of replacement parts other than those recommended and/or supplied by UVGERMI.

Unless indicated otherwise, the duration of this warranty is set as a uniform period of one year from delivery and subject to any complaints pursuant to the above procedures being formulated within the time limits and according to the imposed conditions. It will be extended for one year for hidden defects.

No repairs conducted by UVGERMI® will result in an increase of the duration of the warranty nor a renewal thereof.

The warranty constitutes an indivisible whole with the Product sold by the Supplier. The Product may not be sold or resold if altered, transformed or modified.

#### Concerning the service

UVGERMI® undertakes to implement all means to ensure that services are provided to the Customer under optimal conditions. It undertakes to provide all necessary means for the correct execution of the service. The Customer acknowledges that UVGERMI® is subject solely to an obligation of means.

### *Liability:*

UVGERMI® may be exempt from all or part of its liability if it can prove that the incomplete or poor execution is attributable to either the Buyer or its end Customer, or to an unforeseeable and insurmountable issue, to a third party or to force majeure. UVGERMI® may only be held liable if proof of its culpability is provided. UVGERMI® may never be held liable in the following cases: when the damage claimed by the Buyer results, even in part, from poor or incomplete fulfilment (total or partial) of the obligations applicable to it; when the damage results from non-compliant use and/or storage, when the damage results from incorrect information

communicated by the Customer, improper servicing by the Customer and/or its agent and/or the end Customer on the contractual product, a technical fault outside of the control of UVGERMI, or through the fault of the end Customer (improper use/handling, etc.)

UVGERMI® may also not be declared liable if the delivered Products have not been used in accordance with the standards and characteristics defined for this purpose.

UVGERMI® will never be required to remedy any indirect loss suffered by the Buyer, except in cases of fraud (with this exception not applying in case of fraud by a subcontractor). The following are notably considered as constituting indirect losses: 1/Loss of turnover, loss of opportunity to make a profit, damage to image, loss of business opportunity or similar harm, increase of overheads expenses; the consequences of third-party claims 2/Additional costs regarding the wages of employees or freelance agents of the Buyer or its subcontractors. 3/A third party holding liable the Buyer, a member of its staff or freelancer or any person for whom the Buyer is answerable; 4/Any fines imposed by the authorities to which the Buyer is subject. UVGERMI® is only required to remedy direct losses suffered by the Buyer in cases of fraud or gross negligence (except fraud or gross negligence committed by a subcontractor). In all cases of its liability, it is expressly agreed that the total amount of compensation that UVGERMI® may be required to pay to the Buyer for any reason will be limited to the amount (excluding tax) of any order actually settled by the Buyer and associated with the order in question.

The products sold are compliant with the regulations in force in France. UVGERMI® may not be held liable in case of infringement of the laws of the country in which the products are delivered or used, with the Buyer being responsible for verifying this.

#### *Insurance*

Each party will insure itself against the financial consequences of any damage that it may suffer and the civil liability that may be applicable to it in connection with product orders.

### **PRICES AND PAYMENT PROCEDURES:**

The prices and payment procedures are shown in the UVGERMI quote and/or pro forma invoice or the accepted purchase order. The prices indicated to the Buyer should be considered as exclusive of tax, and the legal taxes in force on the day of invoicing will be applied.

Invoicing will take place on submission of the service and/or delivery of the material.

Payment must be made by means of a truncated bill of exchange. Otherwise, a lump sum of €2 excluding tax will be invoiced in addition, to cover the administrative charges. No discount will be granted in the event of early repayment.

UVGERMI may invoice for supplementary work, conducted on request, according to the time spent.

When common practice envisages the making of a downpayment or advance, this will be invoiced identically to the Customer and settled before the first costs are incurred, with the balance invoiced when the works are handed over.

Any dispute concerning an invoice following receipt by the Customer must be made in writing within three (3) days following the invoice date to the registered offices of UVGERMI. Once this period has elapsed, the invoice will be considered accepted by the Customer and any further complaints will be disregarded.

Any sum unpaid on the due date shown on the invoice will automatically trigger late-payment penalties at a rate of 11% per month calculated on the amount inclusive of tax. Each month started shall be owed in its entirety. The interest owed for an entire year will generate interest at the same rate, in accordance with article 1343-2 of the French Civil Code. The penalties will become payable on the day following the payment date indicated on the invoice, with no need for the issuing of any reminder. In addition, UVGERMI will also be entitled to lump-sum compensation for recovery costs of €40, pursuant to articles L441-10 and D441-5 of the French Commercial Code. When the recovery costs are greater than the amount of the lump-sum compensation, UVGERMI® may request supplementary compensation subject to the provision of evidence. UVGERMI and the Buyer agree that the provisions of article 1195 of the French Civil Code shall not apply to their contractual relationship. Consequently, any unforeseeable change of circumstances at the conclusion of the agreement shall not change the price set, unless expressly agreed by both parties. The Buyer shall meet the costs of any legal expenses incurred by UVGERMI through any payment request.

In the event of late payment, UVGERMI® reserves the right to suspend deliveries in progress. Any partial payment will be used firstly for the non-preferential part of the debt and then for the sums which have been outstanding for the longest time. Failure to pay will invalidate the guarantee for the delivered products.

Any change to the legal, commercial or financial situation of the Buyer may prove grounds for the requesting of guarantees or a payment in cash or by bill payable on demand, before the fulfilment of the orders received.

#### RETENTION OF TITLE CLAUSE

UVGERMI® will retain ownership of the Products and/or materials sold until payment of the entire purchase price (principal, charges and interest). Consequently, UVGERMI® reserves the right to claim full ownership of the Products sold and unpaid in the possession of the Buyer, with no change to the responsibilities of the Buyer, that must meet any charges and insurance costs of the Products once they have been shipped.

UVGERMI® will retain any down-payments made as damages and interest. The issuing of securities or drafts that establish an obligation to pay does not constitute payment.

Until payment of the full price, the Buyer undertakes not to distribute, resell or pledge the Products, under penalty of their immediate recovery by UVGERMI®.

The Buyer undertakes to insure the ordered products at its own expense but for the benefit of UVGERMI®, using ad hoc insurance cover, until full transfer of ownership, and to provide proof of such insurance on delivery. Otherwise, UVGERMI® will be entitled to delay delivery until such proof is submitted.

The Buyer will meet the costs of any legal expenses incurred by UVGERMI® in case of its legal action.

#### FORCE MAJEURE – UNFORESEEABILITY

Under no circumstances may UVGERMI® be held liable, nor may any compensation be claimed from it, for delays or negative consequences caused by force majeure, understood as any external, irresistible and unforeseeable event recognised by case law in courts and tribunals, which prevents it from fulfilling all or part of its commitments.

Under no circumstances may UVGERMI® be held liable, nor may any compensation be claimed from it, for delays or negative consequences caused by force majeure, understood in accordance with article 1218 of the French Civil Code as an event outside the control of the debtor.

In case of an change of circumstances that could not have been foreseen when the contract was signed (such as a significant increase in the cost of raw materials), in accordance with the provisions of article 1195 of the French Civil Code, UVGERMI® may either request the cancellation of the order or apply a price supplement.

### **INTELLECTUAL PROPERTY RIGHTS:**

All intellectual property rights, as well as the know-how incorporated in the submitted documents, delivered products and completed services, will remain the exclusive property of UVGERMI®.

The UVGERMI® trademark and distinctive signs may not be used for commercial ends on any medium whatsoever, including a website.

When making payment, the Customer is only paying for the work carried out through the creation and manufacturing service, and not for intellectual property rights.

The contractual product sold by UVGERMI® results from its know-how. No orders and/or work orders will entail the transfer of such know-how to the Customer and/or its agents and customers.

Under no circumstances may the Customer publish information concerning the UVGERMI® know-how, unless such publication does not contain any element that may divulge or undermine the know-how.

In case of third-party claim based on an alleged infringement of its rights through the contractual product sold by UVGERMI®, the Customer undertakes to notify UVGERMI® as soon as possible and with the authorisation of UVGERMI.

### **PROTECTION OF PERSONAL DATA**

The personal data collected from Buyers will be processed electronically by UVGERMI®, that has its registered offices at SAINT VIANCE (19240) La Nau – France.

They are recorded in the Customer file and are essential for the processing of orders. This information and personal data are also kept for security purposes, in order to satisfy legal and regulatory requirements. They will be kept for as long as is necessary for the execution of the orders and any applicable warranties.

The data controller is UVGERMI®. Access to personal data will be strictly limited to the employees of the data controller authorised to process them as part of their duties. The collected information may be communicated to third parties connected with the company by a contract for the execution of subcontracted tasks, without the need for authorisation from the Buyer.

As part of the execution of their services, such third parties will only have limited access to the data and will be required to use them in compliance with the legislative provisions applicable in terms of the protection of personal data. Outside of the cases listed above, UVGERMI® will refrain from selling, hiring out or transferring the data or granting access to third parties without obtaining prior consent from the Buyer, unless it is forced to do so on legitimate grounds.

If it is necessary to transfer the data outside of the EU, the Buyer will be informed and provided with details of the guarantees adopted in order to ensure data security (e.g. the external processor's adherence to the 'Privacy Shield', adoption of protection clauses validated by the CNIL, adoption of a code of conduct, obtaining of CNIL certification, etc.).

In accordance with the applicable regulations, the Buyer has the right of access, rectification, erasure and portability with respect to the data concerning it, as well as the right to object to the processing thereof on legitimate grounds. It may exercise these rights by contacting the data controller at its postal address or using the following e-mail address: [cchansiaud@uvgermi.fr](mailto:cchansiaud@uvgermi.fr).

In case of complaint, the Buyer may submit its complaint to the UVGERMI® data protection officer at the French Data Protection Agency [*Commission Nationale de l'Informatique et des libertés*].

The Buyer will remain solely liable, in accordance with the Regulations, for the Personal Data of its customers and/or employees and/or Users that it processes as part of exercising its activities and that it may be required to provide to UVGERMI®.

UVGERMI® undertakes to respect the applicable personal data protection laws and regulations, to process the data in accordance with the purposes listed below and as authorised or required by law, to adopt any technical or operational measure to preserve the security and confidentiality of the personal data, to maintain the confidentiality of the personal data and prevent them from being distorted, damaged, lost, diverted, corrupted, divulged, sent or communicated to unauthorised persons. It will only transfer personal data outside of the territory of the European Union if prior approval has been obtained from the Buyer and provided that such a transfer takes place within a secure framework in accordance with the applicable regulations, i.e. to countries with a level of protection considered adequate by the European data protection authorities or to entities that have signed standard contractual clauses as laid down by the European authorities.

The Buyer has taken responsibility for defining the purposes of the processing entrusted to UVGERMI®. The sole purpose of the services provided by UVGERMI® and described in this document are the commercial relationship and delivery of products.

The data subjects are those of the Buyers and/or their agents, and/or their customers and/or the parties for which they are responsible.

The Personal Data that UVGERMI® will be required to process in accordance with the Regulations falls into categories concerning marital statuses, postal addresses, e-mail, business addresses, telephone contact details, economic and financial information (bank details, etc.) or technical information.

It is the responsibility of the Buyer, as the data controller, to obtain consent and provide all of the necessary information to the users and its customers, i.e. the data subjects of the processing operations, when collecting their data.

It is explicitly agreed that, during the delivery of the products by UVGERMI® and case of the processing of personal data, UVGERMI® will act solely on behalf of and as instructed by the Buyer and for the sole purposes and during the sole periods stipulated in the contract.

Personal data pertaining exclusively to the person of the Buyer itself collected by UVGERMI® under the contract or that are collected in the future, processed for the purpose of managing the commercial relationship, will be used or communicated solely as necessary for the management of the commercial relationship, for commercial actions or the development of commercial statistics, coordinating and prospecting, the execution, processing, management and payment of orders, communication with the Buyer concerning the orders, products and offers, the sending of communications by e-mail, the processing of Product warranty requests, the management of requests for the right of access, rectification and objection, the recovery of debts and the exercising of legal rights by the company.

The data will be kept for the duration of the business relationship plus three years from the end of the business relationship with the Buyer.

The data necessary for analyses and the development of statistics will be rendered irreversibly anonymous.

Upon request from the Buyer and, in any case, at the expiry of the time frames mentioned above, UVGERMI® will undertake to delete its access to personal data and to destroy the data in its possession, unless the applicable regulations require the retention of the said data for a longer period.

UVGERMI® will adopt appropriate technical and organisational measures to protect the personal data communicated to it by the Customer or through applications, in a permanent and documented manner, against accidental or illegal destruction, accidental loss, alteration, dissemination or unauthorised access, including within the context of the transmission of data across a network, or any other form of unlawful processing or activity not included amongst the processing operations entrusted within the framework of the contractual relationship.

The processing of personal data will correspond strictly to the execution of the purposes indicated above, within the framework of the contractual assignment.

In accordance with the provisions of article 32 of the European Regulation, in consideration of current knowledge, the implementation costs and the nature, scope, context and purposes of the processing as well as the risks, the degree of likelihood and seriousness of which varies, for the rights and freedoms of natural persons, the Customer and UVGERMI® acknowledge that they will implement appropriate technical and organisational measures to ensure a level of security tailored to the risk.

## REFERENCE

The Buyer hereby accepts:

- that UVGERMI® may use its trademark, sign or trading name as a reference on any paper or electronic commercial document, including on its website
- that UVGERMI® may make reference, using any appropriate means and on any media that it deems useful, to projects carried out with the Buyer concerning the products sold and services provided.

## DISPUTES

Any question regarding these general terms of sale or the sales and provisions of services governed herein, that is not covered by these contractual provisions, will be subject to French law, to the exclusion of any other legal system, and, on a suppletive basis, to the Vienna Convention on the International Sale of Goods.

In order to find a solution to any dispute that may arise during the execution of the orders, the contracting parties agree to meet within fifteen days from receipt of a registered letter with acknowledgement of receipt, as communicated by either party.

This amicable settlement procedure constitutes a mandatory prerequisite to the initiation of any legal action between the parties. Any legal action brought in violation of this clause will be declared inadmissible.

However, if the parties are unable to agree on a compromise or solution within eight days, the dispute will be subject to the competent jurisdiction indicated below.

**In the absence of any formal contrary indication, all contractual relations between UVGERMI® and the Buyer will be subject to French law. The courts with jurisdiction over the registered offices of UVGERMI® will have sole and exclusive competence, including in case of multiple defendants or a third-party claim or even for urgent or interim procedures, summary proceedings or petitions.**