

Bechtle Direct General terms and conditions of Sale

Version of October 17, 2023

1. Application – Terms of sale

1. These general terms and conditions (“**General Terms and Conditions**”) apply to the commercial relationship between a professional Client wishing to place an order (“**Client**”) and Bechtle Direct France SAS, located in France and a subsidiary of the German company Bechtle AG (as defined in the Legal Notice) (referred to as the “**Parties**” and, individually, as the “**Party**”). These General Terms and Conditions define in particular the sales conditions applicable to any client wishing to acquire hardware, IT solutions, cloud solutions, and software products provided by Bechtle (“**Products**”) and/or benefit from IT services (“**Services**”).
2. Order processing begins for Bechtle and the sale between the Parties is concluded on the date of: (i) Written confirmation from Bechtle made to the Client confirming the sales of the Products and/or Services ordered, if applicable electronically, (ii) delivery of the ordered Products to the Client’s site or electronically to the address of any main user, or (iii) signature of Bechtle’s commitment letter or statement of work (“**Order Confirmation**”).
3. Unless the Parties have agreed otherwise, these General Terms and Conditions take precedence over any other conditions. Any other statements to the contrary in the Client’s terms and conditions (such as purchase conditions), purchase orders, or correspondence with Bechtle hold no validity for Bechtle regardless of when Bechtle became aware of such terms and conditions.
4. These General Terms and Conditions form an integral part of the Parties’ relationship by simple reference and apply from the date the Client registers an account. These General Terms and Conditions shall govern the relationship between the Parties for the duration of each order confirmed by Bechtle.
5. By placing an order, the Client acknowledges these General Terms and Conditions and all documents to which they refer and agrees to be bound by them without restriction, nor reserve through online acceptance and/or electronically signing of the account opening documents and/or the order (in the form of a check box where applicable) and/or handwritten or electronically signing of an order form that refers specifically to Bechtle’s offer.
6. Bechtle reserves the right to modify these General Terms and Conditions at any time without prior notice to the Client. The version applicable to each customer's order is the one in force on the date of the concerned Order Confirmation. However, no changes to these General Terms and Conditions shall be binding on Bechtle without the written consent of an authorised representative of Bechtle.

2. Order

2.1. Relationship of the Parties

1. Bechtle provides the Client the opportunity to order Products and/or Services inventoried and made available by Bechtle. To order, the Client shall first open an account and sign up with help of Bechtle’s administrative departments by completing the account opening form (“**Form**”) with the required information and signing it.

Bechtle may (i) request additional information to ensure quality and security of the sale, and freely evaluate the amount of credit that can be granted to the Client and/or (ii) require the Client to pay for the order(s) in full, net, and without deductions, until full payment capacity.

2. The Client may be solicited to complete a new Form if no order for Products/Services is placed for six (6) months.
3. The General Terms and Conditions and each related sale shall apply only for professionals and legal entities under public law. The Client undertakes to use the Products and Services for this purpose only.
4. The Client warrants that the person placing the order in her/his name and in the name and on behalf of the Client has the capacity and authority to bind the Client to the order and to these General Terms and Conditions. Bechtle cannot be held liable for a lack of capacity.

2.2. Offers and sale contract

1. Prior to ordering Products and/or Services, Bechtle gives the Client access to a number of communication channels in order to inform of Bechtle's commercial offers. These offers can be predefined in an electronic catalogue or via the Bechtle Clouds platform ("**Defined Offer**") or the Client can request a personalised offer via the Bechtle Information and Ordering System (bios®) and/or in a quote or a commercial proposal edited by Bechtle ("**Personalised Offer**") (referred to collectively as "**Offers**" or individually, as an "**Offer**").
2. Depending on the type and complexity of the request for a Personalised Offer, Bechtle reserves the right to accept or decline it. If accepted, Bechtle shall send the Client a written Offer indicating its validity period. After this period, Bechtle may freely decide whether or not to maintain its Offer depending on any changes in prices, technical specifications, delivery lead time or any other event.
3. The Client shall confirm acceptance of the Offer in writing, either online or via digital signature of the Offer documents (in the form of a check box where applicable) or by manually or digitally signing a purchase order that specifically refers to the Offer. The sale becomes final between the Parties at the moment Bechtle issues the Order Confirmation which determines the scope of the sale (in particular: quantity, reference number(s) or series, price, and description of the Products and/or Services) and triggers the obligations of the Parties as well as the steps and means deployed to fulfil the order.

3. Product delivery

1. Bechtle shall arrange delivery of the ordered Products to the Client or any beneficiary designated in the order and to whom the Client agrees to commit ("**Beneficiary**"). Bechtle undertakes to supply the Client with all Products included in the order. Any Product is shipped at the Client's risk and the third-party carrier is responsible for the correct delivery.
2. Unless the Parties agree otherwise in writing in an Offer, this delivery is carried out by a qualified third-party carrier, chosen at Bechtle's discretion, to the agreed Client or Beneficiary delivery site(s). The Client shall provide Bechtle with all information relevant to the delivery for each location, at the latest on the date of Order Confirmation. Should no site be mentioned, the Client acknowledges and accepts that

Bechtle shall use the address provided in the Order Confirmation as the reference address for the third-party carrier.

3. The delivery dates and deadlines are given by Bechtle to the Client or a Beneficiary as an indication only. If not specified, delivery shall be carried out within a reasonable period. The Client acknowledges that Bechtle cannot be held responsible for delivery delays and accepts that Bechtle is not responsible for consequences of any delay or suspension of delivery.
4. Upon delivery, the Client shall verify:
 - The information on the delivery note ("**Delivery Note**") received with their ordered Products to ensure that the contents supplied complies with the order. Should the Client become aware of any lack of conformity, the Client must inform Bechtle in writing so that Bechtle can recognise the error in the Products supply or the incorrect quantity supplied. Bechtle shall take corrective action as quickly as possible to provide the Client with all Products from their order;
 - The condition of the Products and their packaging. The Client shall notify the third-party carrier on the Delivery Note and/or via registered letter with acknowledgement of receipt (a copy of which is sent to Bechtle for information purposes) within a maximum of three (3) working days from the date of delivery.

Any such notice shall not affect the Client's obligation to pay its invoices. Bechtle reserves the right, however, to suspend its obligations fully or partially if the Client suspends payments.

Upon expiry of the three (3) working day period, the Products shall count as delivered and accepted by the Client without reserve, the Client no longer intends to hold Bechtle liable for the order. Notwithstanding the above, the delivery of software Products shall be considered accepted and without reserve at the moment the software company or Bechtle notifies electronically the main user of the Client detailing information on how to access or download the software Product(s) with login details, potentially in a dedicated portal on the Bechtle Clouds platform.

5. Should delivery be carried out to separate sites, the provisions of section 3.4 apply *mutatis mutandis* to the Beneficiaries and the Client shall be obliged to ensure that each one conducts all checks within the deadline.
6. The Client may return the Products to Bechtle subject to a written request and Bechtle's return authorization. The Client is informed and accepts that the return is refused for reasons including but not limited to the packaging of a Product being damaged or the Product specifications have been customised at the Client's request. Bechtle's written response to the Client must be obtained before returning the Product. The Client waives all liability claims against Bechtle in the case a Product return is refused. If a return is accepted, the Client shall bear all costs and assume all risks associated with return shipping. Finally, the Client commits to follow the shipping instructions provided by Bechtle.
7. If the Products provided by Bechtle are covered by a manufacturer's or software company's product warranty and/or if the Client purchases additional IT support (e.g. warranty extensions or maintenance packs) ("**Warranty**"), Bechtle passes this Warranty on to the Client. The warranty conditions are decided by the manufacturer or software company who determines the scope of the Warranty without intervention from Bechtle. In the event of Product defects within the Warranty period, Bechtle assists the Client in obtaining the support services provided by the manufacturer or software company. The Client is hereby informed that these support services may

vary from country to country and that manufacturers or software companies may not offer free support services as part of their Warranty. The Client undertakes to get informed about the Warranty and the conditions that apply to the maintenance and management of the Products. Unless otherwise agreed by the Parties, the warranty/support contract is to be concluded directly between the Client and the manufacturer or software company.

8. Ownership of the Products is transferred to the Client when all outstanding payments owed to Bechtel have been made in respect of the order, including fees and interest. Until ownership of the Products has been transferred to the Client or any Beneficiary, the Client shall take all reasonable measures to maintain the Products in a good state of conservation and protection. The risk of loss or damage of the Products is borne by the Client from the moment the Products are delivered to their site or that of any Beneficiary in accordance with the Delivery Note.

4. Services performance

1. Bechtel performs the Services in accordance with the specifications set out in writing in the Order Confirmation ("**Specifications**"). These Specifications are agreed upon between the Parties and meet the IT service needs communicated to Bechtel by the Client in the areas of technical assistance in using the Products, support in the deployment or integration of the Product into the Client's infrastructure, support with the digital transformation, or designing an IT strategy. The Specifications determine the expected prerequisites of the Client and specify the scope of the Services to be performed by Bechtel (scope, amounts, results, deadlines/timeframe, availability, and other points).
2. Bechtel is not obliged to perform services beyond those agreed in the Specifications. However, all changes agreed in writing between the Parties and confirmed by Bechtel during the performance of the Services, including the price and scope of the Services, are valid and legally binding.
3. Bechtel shall make available the expertise of its staff, use the equipment necessary for the performance of the Services and devote the time and care necessary to achieve an optimum result according to the current state of the art. Due to the nature of the Services, Bechtel takes the necessary and reasonable steps to complete the Services within the time specified in the Specifications. The Client acknowledges, however, that any duration or deadline is an estimate based on Bechtel's experience and is dependent on the co-operation of the Client. The Client therefore agrees that such estimates are not binding unless Bechtel has expressly agreed otherwise in writing.
4. Bechtel and the Client shall cooperate in good faith and promptly provide each other in a timely manner with all documents, data, and information required for the Services. The Parties shall make all necessary adjustments together to obtain all necessary consents, authorizations, licenses, sublicenses or approvals from third parties to enable each Party to fulfil its obligations. These terms of cooperation apply *mutatis mutandis* to the Beneficiaries, the Client undertaking that each Beneficiary will cooperate in a similar manner.
5. Bechtel may suspend or delay performance of all or part of the Services if the Client fails to meet its obligations or if, at Bechtel's reasonable discretion, exceptional circumstances exist. In such cases, Bechtel shall endeavour to minimize the suspension or delay and the impact on the Client. Bechtel is not liable to the Client for any costs, losses, or damages that may result from such suspensions or delays.

6. The Services shall be considered accepted by the Client and Bechtle shall be considered to have fulfilled all its obligations regarding the Services on the tenth (10th) working day following the conclusion of the Services in question. Any review made by the Client is limited to the Specifications and the scope of the Services agreed between the Parties.
7. The Client acknowledges that Bechtle is an independent contractor whereby Bechtle's employees remain employed, managed and supervised by Bechtle. Nothing shall permit the Client to exert control over Bechtle, its employees, or its business operations.
8. Bechtle shall remain the owner of tools, methods, and materials developed before or during service provision as well as the associated intellectual property. The Client shall refrain from using any of the above for any purpose whatsoever. The Services deliverables shall become property of the Client upon payment in full of the amount due by the Client; until payment has been made, the Client has no right to use or transfer the deliverables to any subsidiary or third party.

5. Additional conditions for using the Bechtle Clouds platform

1. To subscribe to cloud solution products via the Bechtle Clouds platform, the Client shall comply with the Bechtle Clouds Platform Terms of Use. They govern the platform and are applicable in addition to the General Terms and Conditions, unless the Parties agree otherwise in a separate contract. In this case, the Client shall comply with any special obligations that apply to the use and operation of these cloud solutions.
2. The Client acknowledges that subscription to cloud solutions via the Bechtle Clouds platform requires payment exclusively via direct debit and accepts that no other payment method will be accepted unless Bechtle has previously agreed otherwise in writing. The Client thus authorizes this direct debit in accordance with the provisions set out in the General Terms and Conditions.

6. Subcontracting

1. Bechtle reserves the right to subcontract all or part of the supply of Products and/or the provision of Services.
2. Bechtle remains liable to the Client for the fulfilment of all its obligations.

7. Price

1. The price of the Products and/or Services invoiced is that indicated in the Order Confirmation. Prices are calculated excluding VAT and all other applicable taxes that the Client has to pay in addition to the price of the Products and/or Services.
2. Shipping costs are added to the invoiced price and are borne by the Client. The Client acknowledges and accepts that Bechtle's estimation of these costs is dependent on the type of Products, the order value, the lead time, and the delivery method and the amount is determined and invoiceable on the date of delivery. In the case of partial delivery, these costs are (i) estimated and calculated per requested delivery and (ii) invoiced per completed delivery.

3. Bechtle reserves the right, within a reasonable period and upon providing written notification prior to delivery of the Products or provision of Services to the Client, to modify the price of the Products and/or Services in order to reflect any changes to the costs due to circumstance beyond Bechtle's reasonable control, including but not limited to: (i) changes to taxation; (ii) changes to import duties; (iii) fluctuations in the exchange rate; (iv) changes to statutory requirements for the Products and/or Services; (v) increase in energy prices or material(s) used in the Products and/or Services; (vi) increase in transport costs (vii) the unilateral increase by the manufacturer or publisher of its price. Orders shall be invoiced accordingly.
4. The Client undertakes to pay the price of the Products and/or Services in accordance with the payment terms set out on the Form, which determines the payment method and term applicable to each Client order and in the currency specified on the invoice. Payment terms apply from the date indicated on the invoice and without discount. In the event of direct debit, the Client agrees in advance to authorize Bechtle to debit the amount(s) due on the due date from his/her bank account.

The Client undertakes to pay the full price(s) of the license(s) for the cloud solutions Products via the Bechtle Clouds Platform irrespective of whether this has been divided into annual instalments.

If Bechtle invoices a Beneficiary, the Client shall ensure that this Beneficiary respects the conditions of this provision. Pricing terms and conditions apply *mutatis mutandis* to Beneficiary. In addition, the Client undertakes, in favour of Bechtle, to cover (i) the payment corresponding to the order of a Beneficiary, and (ii) the case of non-payment of a given invoice by a Beneficiary.

5. The Client's payment is deemed to have been made when Bechtle receives the full sum owed for the total or partial invoice.
6. If the Client fails to make any payment due, Bechtle can, without prejudice to their other rights (i) immediately demand the payment in writing; (ii) suspend execution of its obligations under the terms of these General Terms and Conditions until payment has been made; (iii) suspend the Client's user account until payment has been made; (iv) automatically charge and invoice, without prior warning, additional interest on the overdue amount equivalent to three (3) times the statutory interest rate, from the due date until the date of payment; (v) invoice for forty euros (40€) collection costs; and/or (vi) automatically charge and invoice for, without prior warning, additional damages if the collection costs incurred by Bechtle exceed those in point (v).
7. As a reminder, all orders must comply with Bechtle's outstanding payment requirements. The terms of payment are subject to change in the event of non-compliance with these requirements, and Bechtle may at any time demand full or partial payment before proceeding with a sale if, in Bechtle's discretionary opinion, the financial situation of the Client or any Beneficiary does not justify the terms of payment previously applicable.

8. Confidentiality and Data protection

1. Each Party which receives ("**Receiving Party**") from the other Party ("**Disclosing Party**") information, which may be, but is not limited to, data, information and price lists elaborated during negotiations or commercial execution, in written, oral and/or electronic form and which by their nature may be considered confidential and proprietary to the Disclosing Party (the "**Confidential Information**") shall refrain from using it other than as necessary for the performance of an order, or from disclosing it to any third party, whether during or after the termination of their relationship with the

Disclosing Party. Bechtle's subsidiaries and affiliates are not considered to be "third parties" for the purposes of these General Terms and Conditions.

The Receiving Party may disclose Confidential Information of the Disclosing Party only to those persons or entities who have a need-to-know in order to perform the order and who are subject, prior to the disclosure of the Confidential Information, to a confidentiality obligation. Unless otherwise required by law, these obligations remain in full force and effect for the duration of each order and for three (3) years from the end of such order.

Each Party (i) shall at all times maintain the confidentiality of the other Party's Confidential Information, (ii) shall refrain from using such Confidential Information for any purpose other than the performance of the order, and (iii) shall put reasonable measures in place to preserve confidentiality, which shall not be less than those used for its own Confidential Information.

These confidentiality obligations do not apply to information (i) which is or becomes generally available to the public through no fault or breach of duty from the Receiving Party; (ii) which 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 Disclosing Party's Confidential Information; or (iv) which the Receiving Party legitimately obtains from a third party who is not subject to an obligation of confidentiality with respect to such information and without restriction on use or disclosure.

2. Bechtle may receive Personal Data from the Client in connection with an order. The Client warrants that it has obtained and disclosed such data in compliance with the Data Protection Laws applicable to it. Bechtle complies with the Data Protection Laws applicable to it as a provider of Products and Services. Bechtle is not responsible for compliance with Data Protection Laws applicable to the Client or its field of activity. Bechtle's collection of the Client's Personal Data is mandatory and necessary to: identify the Client, enable Bechtle to manage its customer portfolio and monitor the performance and delivery of the Products and/or Services and to perform its activity in accordance with the contractual commitments. The commitments of this article apply *mutatis mutandis* to each Beneficiary, when applicable.

"Data Protection Laws" means all data protection laws applicable to the processing of Personal Data in connection with an order, including the laws of the European Union and the European Economic Area, and in particular the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"). All capitalized terms not defined in this section shall have the meaning set forth in the GDPR.

For the purposes of these terms and conditions, the Client is a Data Controller and Bechtle is a Data Processor of the Personal Data provided to Bechtle as part of their contractual relationship.

The object, nature and purpose of the Processing, the types of Personal Data processed and the categories of Data Subjects are included in each contractual relationship. The duration of the Processing is that of the performance of each contractual relationship. Bechtle processes Personal Data in accordance with the Client's reasonable instructions and only to the extent required by such instructions.

Bechtle has issued a data protection statement detailing its technical and organizational measures to protect Personal Data from unauthorized access or disclosure or accidental or unlawful destruction, loss or alteration. These measures are tailored to (i) the size, scope and type of Bechtle's business; (ii) the type of

Personal Data that Bechtel processes; and (iii) the need for security and confidentiality of such Personal Data. Bechtel will notify the Client as soon as possible in the event of a breach of Personal Data or if Bechtel receives a request from a person affected by the Personal Data.

The Client shall respond to any requests made by Data Subjects. Data Subjects whose Personal Data is processed have a right of access, a right of rectification, a right of opposition, a right to data portability, a right to limitation of processing and a right to erasure of their Personal Data. At the end of their contractual relationship, Bechtel will, at the Client's option 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, Bechtel will continue to ensure the confidentiality and security of all such Personal Data.

9. Responsibility and limitations

1. Bechtel distributes Products that have been certified to be free of design, material, and manufacturing defects ("**Product Defects**"). Bechtel undertakes to support the Client in contacting manufacturers or software companies to remedy Product Defects that affect the functionality of the Products sold by Bechtel for a period of twelve (12) months from the delivery date written on the Delivery Note and on the condition that the Product is only being used by the Client in accordance with the purpose for which it was sold.

Bechtel performs the Services in accordance with the Specifications and accepts to remedy all non-conforming Services using commercially reasonable efforts at no additional cost to the Client, on the condition that the Client notifies Bechtel within ten (10) calendar days of completion of the Services. After this period, the Services are deemed to have been accepted by the Client and Bechtel shall be considered to have fulfilled its obligations.

Bechtel undertakes to comply with the provisions of the General Terms and Conditions on the basis of Products and/or Services described in an Order Confirmation and ensures compliance with applicable laws in addition to the integrity of their employees and subcontractors through implementation with its group of a Code of Conduct. Bechtel can only be responsible for direct damage suffered by the Client when Bechtel commits a material breach of its obligations. In the case that Bechtel is held liable, the Client agrees to compensation in the form of a refund of completed payments before tax for the order that Bechtel fulfilled incorrectly or incompletely, or non-payment of outstanding amounts before tax.

2. The Client undertakes to respect its contractual obligations, in particular with regard to prerequisites and payment, and ensures compliance with all legal and regulatory requirements, in particular relating to fight against corruption or embezzlement. In this respect, the Client warrants to Bechtel that neither it, nor any of its employees or related third parties, intends to provide and does not provide the Products and/or Services to, or use them for the benefit of, any public or private organisation located in or trading with a country that is subject to regional or international sanctions. The Client agrees to indemnify, defend and hold Bechtel harmless from and against any and all claims, liabilities, damages, losses, costs and expenses arising out of or in connection with any breach of the foregoing.

The Client acknowledges that Bechtel distributes Products and/or provides Services that are dependent of third-party manufacturers, software companies or suppliers, and accepts that Bechtel does not assume any responsibility in the case of:

- Technical modifications of a Product undertaken by the third-party manufacturer, software company or supplier between Offer and Order Confirmation. Bechtle will, however, use commercially reasonable efforts to inform the Client of any major changes that could lead to a modification of the Offer;
- Damages to Products during transport and subsequently on the Client's or their Beneficiary's site;
- Subject to statutory provisions on hidden defects or lack of conformity made on the Delivery Note, of normal wear and tear of the Product's components and materials;
- Improper use of the Product by the Client or use that is outside the rights granted by the manufacturer or software company;
- A decision taken by the Client based on information and results supplied by Bechtle within the scope of Service provision. The Client must evaluate the consequences and risks and decide whether and how to use the results of the Services.

The Client acknowledges and accepts that Bechtle answers the Client or any Beneficiary's order and that Bechtle undertakes to distribute the Products and/or perform the Services determined in the corresponding Order Confirmation. The Client or any Beneficiary shall ensure its ability to install the Products and/or operate the results of Services, ensure that all Products and/or Services are ordered from Bechtle in accordance with its working environment and its technical expertise, its organisation, and goals ("**Needs**"). In this respect, the Client or each Beneficiary holds Bechtle harmless from any liability in the event of (i) delivery made in accordance with the order but not in accordance with the Client's Needs, (ii) an order which has been validly completed in accordance with the General Terms and Conditions but for which the Client has provided inaccurate, incomplete and/or erroneous information, no matter when.

3. Bechtle may distribute the same Products and/or provide the same Services to the Client's direct or indirect competitor, it being understood that Bechtle undertakes to respect confidentiality.

10. Force Majeure

1. A force majeure event is any event beyond the reasonable control of Bechtle and caused by circumstances beyond Bechtle's control, including, but not limited to, supply difficulties and delays, any delays at borders and/or resulting from customs controls, natural disasters, wars, insurrections, coups d'état, riots, major civil disorders, as well as malicious acts, acts of any governmental or supra-governmental authority having an impact on the Products or Services, such as, but not limited to, any governmental rule, regulation, law, order or directive, but also embargoes and trade restrictions, accidents, fires, floods, storms and difficulties or increased costs in procuring goods or means of transport.
2. The Party is not considered to be in breach of contract if they have not fulfilled part of their contract obligations if such breach is caused by force majeure. The Party suffering from an event of force majeure shall exercise the utmost care to remedy the default or delay as quickly as possible, and to ensure that the effects are kept to a minimum.

11. Miscellaneous

1. These clauses are severable. If any of the provisions of these General Terms and Conditions becomes invalid or unenforceable, the remainder of the clause must be

read or modified in such a way as to faithfully reflect the intentions and purposes of this provision. The other terms and conditions of the General Terms and Conditions remain valid and in full force and effect.

2. Modifications, amendments, and waivers to the General Terms and Conditions are not binding for any of the Parties unless they have been made and confirmed in writing and signed by an authorised representative of Bechtle.
3. The General Terms and Conditions and every associated Order Confirmation constitute the full agreement between the Parties with regard to the subject matter concerned and supersede all previous agreements made by the Parties in this context.
4. The headings are provided simply for clarity and should not be used to interpret the General Terms and Conditions.
5. The General Terms and Conditions and any associated order are originally written in the French language. In case of contradiction with this English version, the French version will prevail in any case.
6. These General Terms and Conditions shall be interpreted in accordance with French laws. In the event of any difficulties concerning the interpretation or execution of the present Terms and Conditions, the Parties shall endeavour to resolve their differences amicably. In the event of persistent disagreement, the dispute shall be settled by the competent Courts of Strasbourg (France).