

## GENERAL TERMS AND CONDITIONS OF SALE

Anyone who orders or purchases products or services from TUFFIGO RAPIDEX a SAS company duly organized under the laws of France with its registered office at 4, rue Jean-Marie Le Bris 29170 SAINT EVARZEC (FRANCE), registered under n° 344 746 938 RCS QUIMPER, VAT n° FR54344746938, is hereinafter designated as the Client.

### Article 1 : GENERAL PROVISIONS

These general terms and conditions of sale (as well as the attached price lists concerning discounts, rebates and refunds) apply worldwide to all orders, sales and services of TUFFIGO RAPIDEX, including but not limited to design, manufacture, supply, assembly service, commissioning, maintenance carried out in workshop and/or on site. All orders imply unreserved adherence to these general terms and conditions of sale which prevail over any general conditions of purchase or other documents proposed by the Client, unless formal and written acceptance of TUFFIGO RAPIDEX.

TUFFIGO RAPIDEX reserves the right to modify at any time these general terms and conditions, the contractual version being the one in force at the date of the order. No failure to exercise nor any delay in exercising by TUFFIGO RAPIDEX of any right or provision will impair or operate as a waiver thereof in whole or in part. Each provision of these general terms and conditions shall be applicable in accordance with the greatest extent permitted by law. If anything in these general terms and conditions is unenforceable, illegal or void then it is severed and the rest of these general terms and conditions remains in force.

### Article 2 : JURISDICTION – GOVERNING LAW

The orders, contracts and commercial relationships under these general terms and conditions shall be exclusively governed by French Law, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980), and to the exclusion of conflicts of law provisions.

Any dispute or claim arising out of or in connection with these general terms and conditions, including any question regarding the existence, validity or termination of any orders, contracts or commercial relationships governed by these terms and conditions, shall be referred to and finally settled under the Rules of Arbitration of CHAMBRE ARBITRALE INTERNATIONALE DE PARIS (6, avenue Pierre 1er de Serbie, 75116 PARIS), by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be in English and the place of arbitration shall be In Paris (France).

### Article 3 : SPECIFICATIONS - OFFERS

The information relating to products, materials, tariffs and generally all the information on commercial documents, catalogues and other media distributed by TUFFIGO RAPIDEX, as well as on its website, are only indicative and are not binding on TUFFIGO RAPIDEX, they are subject to revision at any time.

The Client shall be solely liable for the definition of his needs. Therefore, the Client shall provide in writing all specifications and technical conditions sufficiently precise and detailed in its order or to enable TUFFIGO RAPIDEX to draw up a quote. In the absence or lack of any formalized specifications describing his specific needs, the Client accepts at his own risk the products, materials and services that will be supplied to him.

The commercial offers are valid one (1) month from their dates of issue by TUFFIGO RAPIDEX, unless otherwise stated on the quote. In the absence of acceptance of the commercial offer by the Client within this period, the quote is no longer valid unless written derogation from TUFFIGO RAPIDEX.

### Article 4 : ORDERS

4.1 The commercial offer issued in the quote by TUFFIGO RAPIDEX and validated purely and simply within the time limit of one (1) month, by the Client, is final.

Orders shall be placed in writing by the Client and shall mention product(s) and reference(s). No order shall be deemed to be final unless and until confirmed in writing by TUFFIGO RAPIDEX's authorized representative and

after the payment by the Client of any required deposit or pre-payments. As an exception, when orders of spare parts, in the absence of any written reservation by TUFFIGO RAPIDEX within fifteen (15) days of receipt, the order shall be deemed accepted.

4.2 In case of a specific product order, the Client shall send TUFFIGO RAPIDEX all drawings and specifications with the order. If drawings, specifications, or technical data are drawn up by TUFFIGO RAPIDEX, the Client shall give its approval to these documents within two (2) days following reception of these documents. In the absence of a response within this period, they will be deemed compliant and the order final. The Client is solely responsible for ensuring that the documents comply with the required specifications. To draw up these documents, the Client shall give TUFFIGO RAPIDEX's representatives free access to its site.

4.3 If sold to be assembled, TUFFIGO RAPIDEX's obligations are limited to the supply of the silo excluding installation. Once the order has been accepted, production of the assembled silos is subject to the Client sending a written production order.

If sold to be assembled and installed by TUFFIGO RAPIDEX, a layout study shall be sent with the order, in accordance with the model supplied by TUFFIGO RAPIDEX describing the site on which they are to be assembled and installed. The Client shall inform TUFFIGO RAPIDEX of any element likely to affect the installation of the silos of which it is aware.

4.4 Any change made by TUFFIGO RAPIDEX when confirming an order, shall be deemed to be wholly accepted unless disputed in writing by the Client within ten (10) days from its notice. Any request for modification made by the Client during the execution of the order is subject to the written acceptance of TUFFIGO RAPIDEX. In the event of a request for modification having an impact on conditions, in particular on delays and/or prices, TUFFIGO RAPIDEX may issue a new commercial offer.

No order may be modified, cancelled, rescheduled and/or assigned by the Client without TUFFIGO RAPIDEX's written approval.

TUFFIGO RAPIDEX reserves the right to reject, cancel or change an order upon objective grounds (supply constraints, abnormal orders, deterioration of the financial capacity of the Client, incident of non-payment, etc.). Delivery times are given by TUFFIGO RAPIDEX for information purposes only. For silos, delivery times are normally four (4) weeks from the manufacturing order. TUFFIGO RAPIDEX may make partial deliveries as manufacturing is completed. No delay shall under any circumstances lead to the cancellation of an order or compensation for damages. Any delay caused by the Client for instance due to its lack of collaboration, such as late communication of documents, provision of incomplete or incorrect data, shall provide TUFFIGO RAPIDEX with extra time for the performance of its obligations at least equal to the delay caused by the Client.

## Article 5 : PRICES

Products and services shall be invoiced in accordance with the relevant quote, or in the absence of quote in accordance with the price list applicable on the date of confirmation of the order by TUFFIGO RAPIDEX. Transport costs are not included in the price and shall be invoiced in addition to the price by TUFFIGO RAPIDEX. Transport costs are mentioned in the order or commercial offer for a provisional amount and may until shipment of products be subject to adjustment.

All expenses and costs related to carriage, insurance, assembly, equipment integration, commissioning etc. and taxes shall be borne in addition by the Client. If taxes, contributions or other charges are imposed on TUFFIGO RAPIDEX in relation to the purchase, importation and/or sale of the products outside France, the Client will be required to immediately repay those taxes, contributions and charges to TUFFIGO RAPIDEX, on receipt of the relevant invoice.

## Article 6 : PAYMENT TERMS

Unless otherwise agreed in writing by TUFFIGO RAPIDEX, all payments shall be made at TUFFIGO RAPIDEX's registered office in Euros (€) by bank transfer or documentary credit, according to the following terms:

Invoices are payable within 30 days of the end of the month.

For the first order on in the event of insolvency, the price must be paid in cash upon ordering.

For export orders payment will be made

- 30% of the total amount at order confirmation;

- 70% at the latest two weeks before the shipment of the products. In case shipment is delayed at the Client's request, payment shall still be made as specified on the order.

TUFFIGO RAPIDEX may require at its sole discretion, any guarantee, additional advance payment, shorter payment terms, immediate payment, payment in full, and/or any other payment security before the performance of an order, especially in case of first order placed by the Client with TUFFIGO RAPIDEX, late payment in connection with a previous order, risk of insolvency of the Client, risk of debt recovery/collection difficulties, lack of references deemed sufficient by TUFFIGO RAPIDEX and/or for any other similar reason.

No discount will be granted for early payment or full payment made by the Client. The Client shall not be entitled of any set-off, counterclaim, abatement, or other similar deduction to withhold payment of any amount due to TUFFIGO RAPIDEX.

Any late payment makes the balance of the sums due by the Client immediately payable to TUFFIGO RAPIDEX which reserves the right to suspend the performance of its obligations arising from orders in progress. As a result of the suspension, the non-payment of an amount due will have the effect of postponing the various stages accordingly.

Any payment required hereunder that is made late, including unpaid portions of amounts due, shall accrue interest from the due date thereof until such amounts are paid, at a rate equal to twelve percent (12%) per annum, from the due date to the actual payment day.

The Client shall pay, in addition to the fixed sum of 40 Euros pursuant to Article L.441-10 French Commercial Code, all expenses and costs resulting in the non-payment on due date, including fees of public and judicial officers. The exercise by TUFFIGO RAPIDEX of any right or provision of this clause will neither impair nor operate as a waiver to exercise, in whole or in part, the rights and provisions provided for by Article 7.

The Client shall refrain from using any claim against TUFFIGO RAPIDEX to request any suspension or deferral of payment.

In case of a non-payment after fifteen (15) calendar days from a first written notice with no effect, TUFFIGO RAPIDEX may at its sole discretion and without prejudice to any other right or further claim suspend the delivery of the order, cancel, or suspend any further order of the Client, cancel any credit notes or discounts, and require immediate payment of all debts. TUFFIGO RAPIDEX will then retain all advance payments, without prejudice to its other rights, in particular compensation for the loss suffered which will give rise to the payment by the Client of compensation at least equal to 30% of the total amount of unpaid invoices. All costs resulting from unpaid invoices and judicial or extra-judicial recovery costs will be automatically charged to the Client.

#### **Article 7 : TITLE RETENTION**

THE PRODUCTS SHALL REMAIN THE PROPERTY OF TUFFIGO RAPIDEX UNTIL FULL PAYMENT OF THEIR PRICE BY THE CLIENT. PAYMENT IN FULL IS DEEMED TO BE MADE WHEN FUNDS ARE CREDITED AND MADE AVAILABLE IN TUFFIGO RAPIDEX'S ACCOUNT, INCLUDING THE PRICE OF THE PRODUCTS, ANY COSTS, FEES AND INTERESTS RELATED TO THE ORDER.

In the event of total or partial non-payment by the Client by the due date, TUFFIGO RAPIDEX may claim at any time the unpaid products, the products in Client's stock are deemed to be those unpaid. Under such circumstances, the Client shall immediately return the unpaid products at its own costs and expense upon TUFFIGO RAPIDEX's first request. TUFFIGO RAPIDEX shall retain any advance payment to cover damages, without prejudice to any subsequent claim. In the event of receivership or compulsory liquidation, the Client shall immediately inform TUFFIGO RAPIDEX to enable it to assert its right of ownership over the products sold.

#### **ARTICLE 8 : TRANSFER OF RISK**

By express agreement, notwithstanding the retention of title clause mentioned in Article 7 above, risk of damage to or loss of the products shall pass to the Client on the delivery date as set out in Article 9 below. Also, as of said

delivery, the Client solely bears the risks that the products may incur or cause, for any reason whatsoever, even in the event of force majeure, a fortuitous event or the act of a third party. The Client must take out insurance to cover risks related to the products, including fire, water damage, loss, theft or destruction, upon transfer of risk of the products until payment in full, and inform TUFFIGO RAPIDEX as soon as possible of any event likely to affect the insurance policy.

#### **Article 9 : DELIVERY**

Products shall be delivered according to the Incoterms : CIF, CFR, CIP or DAP (2020 ICC Incoterms®) for all international sales, as designated in writing in the relevant order or quotation confirmed by TUFFIGO RAPIDEX. Customs fees, importation fees and all other duties in the country of destination shall be at the Buyer's costs.

#### **Article 10 : ASSEMBLY**

For the assembly and commissioning of the products, the Client shall use the services of professional installers and comply with the instructions supplied by TUFFIGO RAPIDEX.

When specifically agreed in writing by TUFFIGO RAPIDEX, TUFFIGO RAPIDEX may be in charge of assembling and/or commissioning the products delivered. The Client shall ensure free and secured access to premises, and fully cooperate to allow the successful conduct of the operations. TUFFIGO RAPIDEX operates from Monday to Friday, excluding public holidays, from 8 am to 5 pm. These hours can be modified by mutual agreement and will then be subject to additional costs. The Client shall bear all costs and expenses caused by unexpected conditions, problems of access to the site, or alterations, unfitness of the Client's facilities, non-compliance to initial specifications or plans.

The costs of TUFFIGO RAPIDEX's services stated in the quote submitted to the Client are an estimate and can be reviewed by TUFFIGO RAPIDEX as the operations progress. If TUFFIGO RAPIDEX deems that additional operations or equipment are necessary, it will immediately inform the Client and provide an updated quote. TUFFIGO RAPIDEX shall not be liable for any damages caused by the Client's refusal of the additional operations or equipment by the Client.

For silos assembled and delivered by TUFFIGO RAPIDEX, the construction of the slab is the sole responsibility of the Client, which shall use the services of a building professional and have the silo earthed by an electrician.

#### **Article 11 : INSPECTION - ACCEPTANCE**

In these general terms and conditions, the following words shall have the meanings set out opposite them:  
SPECIFIC PRODUCTS: means products specifically designed following the request of the Client as set out in the confirmed order, and which cannot be serially manufactured.

STANDARD PRODUCTS: means all products which are not SPECIFIC PRODUCTS.

##### **11.1 STANDARD PRODUCTS**

11.1.1. The compliance of the STANDARD PRODUCTS (including general condition, no signs of visible defect, quantity, compliance with the quote), shall be imperatively checked by the Client on receipt, in the presence of the carrier; expenses and risks related to the verification of the STANDARD PRODUCTS shall be borne exclusively by the Client.

Any reservation or objection regarding any non-compliance of the STANDARD PRODUCTS shall be written on the delivery order and be confirmed to TUFFIGO RAPIDEX in writing by formal notice within three (3) working days following the delivery of the STANDARD PRODUCTS.

11.1.2. In the event that the Client fails to respect the above provision (11.1.1), the STANDARD PRODUCTS shall be deemed compliant and TUFFIGO RAPIDEX may not be held liable for any lack of conformity or compliance whatsoever.

The Client shall be solely liable for any damages suffered by TUFFIGO RAPIDEX resulting from any breach of this provision. The Client shall provide particulars and evidence of any defects and/or anomalies related to the STANDARD PRODUCTS.

## 11.2. SPECIFIC PRODUCTS AND SERVICES

11.2.1. Unless otherwise agreed in writing in the order, the acceptance of the SPECIFIC PRODUCTS and/or of the services performed, takes place in the premises of TUFFIGO RAPIDEX or of any relevant subcontractor designated by TUFFIGO RAPIDEX.

The results of the factory acceptance shall be reported in the acceptance certificate which shall be signed by both the Client and TUFFIGO RAPIDEX or its subcontractor. In the event of the absence of the Client or in the event of his refusal to sign the acceptance certificate without reasonable cause (including in case of minor reservations), the acceptance certificate shall be signed by TUFFIGO RAPIDEX or its subcontractor solely and shall be deemed adversarial and without reservation.

11.2.2. If the parties have agreed in writing that acceptance will take place at the Client's premises (for example assembly services on site), the testing and acceptance inspection on site shall be performed by TUFFIGO RAPIDEX or its subcontractor, assisted by the Client and in accordance with the relevant acceptance procedures. All materials, tools, supplies and consumables, as well as the energies essential for machinery operation, that are necessary for testing, shall be supplied by the Client at its own risks and expenses.

The results of the on-site acceptance shall be reported in the acceptance certificate which shall be signed by both the Client and TUFFIGO RAPIDEX or its subcontractor. In the event that the acceptance procedure cannot occur or be completed for reasons not attributable to TUFFIGO RAPIDEX at the date agreed between the parties, or failing this, within one month following the scheduled delivery date, acceptance shall be deemed to have taken place on expiry of that period with all consequences associated to adversarial acceptance without reservation. The acceptance shall also be deemed to have taken place with all consequences associated to adversarial acceptance without reservation in the event of commencement of use by the Client, or start of production by TUFFIGO RAPIDEX following the request to do so by the Client.

11.3. In the event of proven non-compliance (either of standard or specific products), TUFFIGO RAPIDEX shall replace at its own costs the defective product, depending on available stocks. If no replacement of the defective product is possible, TUFFIGO RAPIDEX shall grant a credit note. The non-compliance of products or services may under no circumstance give rise to a claim for compensation. No return can be made without the prior written consent of TUFFIGO RAPIDEX, the cost of such return being borne by the Client. Any reservation or objection does not suspend Client's payment for the products.

## Article 12 : FORCE MAJEURE

Events beyond TUFFIGO RAPIDEX's control and which it cannot reasonably be required to foresee, to the extent that their occurrence makes the performance of its obligations more difficult or more costly, shall be considered cases of force majeure having regard to TUFFIGO RAPIDEX's obligations. This will be the case in all circumstances, even if they do not fall within the aforementioned definition, in particular cases of war, explosions, piracy, blockade, embargo, riots, popular movements, acts of terrorism, machine breakdown, fires, storms, natural disasters, water damage, total or partial strikes, lock-out, acts of government, shortages of raw materials or significant variation in prices impacting the cost price, epidemics, removal or blocking of means of conveyance, supply or telecommunication networks, interruption of public services, plant incident or breakdown of an essential machine, urgent repairs or maintenance, scrapping of important parts during manufacture, any period exceeding the five days of transport normally foreseeable, handling accident, modification of the regulations applicable to these general terms and conditions, products, services, occurring on the premises and/or against TUFFIGO RAPIDEX and/or suppliers, subcontractors and/or service providers on which TUFFIGO RAPIDEX depends. In the event of delay in the performance of its obligations by TUFFIGO RAPIDEX related to the occurrence of a force majeure event, the deadlines will be extended by the duration of the delay caused by the force majeure event.

## Article 13 : CHANGE IN THE CLIENT'S SITUATION

In the event that the Client's business and/or a significant part of its assets and/or equipment is sold, transferred, assigned, charged or used as a contribution to another company's assets, or if a modification occurs in the shareholding and/or the control of the Client's company, including but not limited to any transfer of shares to a company competing with TUFFIGO RAPIDEX, TUFFIGO RAPIDEX reserves the right with no further notice to : (i) require the immediate payment of any sum, even if not yet due, for any reason whatsoever, (ii) suspend any and all supplies and/or deliveries, (iii) retain any advance payments, and/or (iv) terminate in whole or in part all pending orders for breach of Client, without prejudice to any other claim for compensation.

#### **Article 14 : WARRANTY**

TUFFIGO RAPIDEX warrants the performance of its services in accordance with standard practice and the provisions of the order as confirmed by TUFFIGO RAPIDEX. TUFFIGO RAPIDEX warrants that for a period ending twelve (12) months following invoicing of the products and/or services, the products shall be free from defects in materials and workmanship under normal and reasonable use. In case of products which are not manufactured by TUFFIGO RAPIDEX, the warranty obligation, including regarding warranty period and limitations, shall be strictly limited to the contractual warranty granted by the respective manufacturer of the products at the time of delivery. Any claim for warranty shall be subject to the prior examination and approval by TUFFIGO RAPIDEX or the respective manufacturer.

For products manufactured and services performed by TUFFIGO RAPIDEX, the warranty provided by TUFFIGO RAPIDEX shall be, at its own discretion:

- a) to replace the defective or non-compliant part(s) of the product by providing "EX WORKS" new parts or components, or
- b) to perform corrective services in case of a defective service, subject to a claim of the Client made in writing within 48 hours following the first appearance of the defect (travel and accommodation costs of TUFFIGO RAPIDEX's staff outside France in connection with this intervention shall be borne by the Client), or
- c) to refund the price of the defective or non-compliant products or services, provided that the products were used in accordance with their specifications and in no event were subjected to unreasonable operating conditions.

This warranty does not apply in the event of a Force Majeure event and/or if the products:

- a) have been altered or modified, except by TUFFIGO RAPIDEX,
- b) have visible defects not declared by the Client upon acceptance of the products and/or services or due to a defect in the slab or in the ground connection of the installation for silos,
- c) whose defect or deterioration is due to normal wear-and-tear of the products and/or their components or parts,
- d) have been subjected to abnormal stress, misuse, negligence, accident, poor storage, and/or poor handling, or failure to comply with standard practice during assembly or recommendations for use and maintenance,
- e) are not compatible with the environment in which they are used which was not declared by the Client in the specifications agreed by TUFFIGO RAPIDEX,
- f) include a design or supply imposed on TUFFIGO RAPIDEX by the Client,
- g) in case of absence of an alarm system or failure of the alarm system when the failure is attributable to the equipment that was provided by the Client

Any alteration or modification of the products by the Client or any other third party will automatically terminate the warranty obligations of TUFFIGO RAPIDEX. Any action taken by the Client under its warranty obligation shall not extend the warranty period, nor start a new warranty period.

#### **Article 15 : AFTER-SALES SERVICE**

Interventions and replacement of parts of the products carried out by TUFFIGO RAPIDEX out of warranty will be the subject of a quote or a maintenance agreement.

#### **Article 16 : LIMITATION OF LIABILITY**

OTHER THAN THE EXPRESS LIMITED WARRANTY OF ARTICLE 14, TUFFIGO RAPIDEX MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WITH RESPECT TO THE PRODUCTS PROVIDED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF CONDITION, PERFORMANCE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT, OR AGAINST ANY DAMAGES RESULTING THEREFROM.

TUFFIGO RAPIDEX shall not be liable whether in contract, tort including negligence or otherwise, for any consequential and/or indirect loss or damage, including but not limited to loss of sales, loss of profit, loss of revenue, loss of business or agreements, loss of goodwill, loss of wasted management or staff time, loss of anticipated savings, financial and/or commercial damages. TUFFIGO RAPIDEX'S total maximum liability for all loss or damages, whether in contract, tort including negligence or otherwise, is limited for all the Client's claims in aggregate to an amount equal to one hundred per cent (100%) of the total amount paid by the Client to TUFFIGO RAPIDEX in the previous quarter prior to the most recent claim of the Client. Under no circumstances, TUFFIGO RAPIDEX shall be liable for any delay or other failure in the performance of its obligations caused by or arising from any Force majeure event as defined hereabove.

### **Article 17 : SUBCONTRACTING**

TUFFIGO RAPIDEX may subcontract or delegate any part of its obligations under an order governed by these general terms and conditions to a third party. In that event, the Client will be informed at the earliest of the name of the subcontractor.

### **Article 18 : PROPERTY - CONFIDENTIALITY**

18.1 TUFFIGO RAPIDEX shall retain full rights in and to any and all its know-how, tools, equipment, materials, methods, designs, drawings, plans, formulae, processes, specifications, studies, models, instructions, algorithms, technology, software, databases, documentations, technical descriptions, designs, inventions, discoveries, patents, patent applications, works, copyrights, logos, trademarks, distinctive signs, and in general in and to any and all its intellectual and/or industrial property rights and other proprietary knowledge or information, including those created and/or developed by or for TUFFIGO RAPIDEX for the execution of the Client's order whether for standard, non-standard products or other. Nothing in these general terms and conditions nor in any order shall be construed as granting or conferring any title, rights, or interests, by license or otherwise, in any such rights to the Client.

18.2. All non-public information and/or documents in any medium, including plans, drawings, specifications, technical documents, descriptions, designs, methods, processes, user manuals, studies, projects, discussions, reports, lists of suppliers, service providers or contractors, databases, commercial proposition or quote, regarding TUFFIGO RAPIDEX, its activity, know-how, orders, products and/or services, which TUFFIGO RAPIDEX has disclosed or may hereafter disclose to the Client, shall be deemed to be the confidential and proprietary information of TUFFIGO RAPIDEX and shall be kept strictly confidential by the Client. The Client shall not disclose, disseminate, or make accessible any part of these confidential documents and information, in any way or form, to any third party. The Client shall ensure and warrants that its employees, directors and/or contractors fully comply with the terms of this confidentiality provision.

The confidentiality obligations pursuant to these general terms and conditions shall remain in force during the relationships between the Client and TUFFIGO RAPIDEX and shall survive their termination for any reason whatsoever.

Upon the first request of TUFFIGO RAPIDEX, the Client shall without delay (a) return all its copies, samples and extracts of, and all other physical media containing the confidential information, and (b) delete or destroy (and have deleted or destroyed) all data containing the confidential information.

The Client shall inform TUFFIGO RAPIDEX immediately of any act of counterfeiting, unfair competition and any infringement of industrial and intellectual property rights held by TUFFIGO RAPIDEX, as well as of any challenge by a third party to TUFFIGO RAPIDEX's rights. The Client shall defend, indemnify, and hold TUFFIGO RAPIDEX harmless against all damages, losses, costs and expenses (including attorney's fees) which arise out of or in connection with a claim or proceeding alleging that the use by TUFFIGO RAPIDEX of any knowledge, know-how,

document or information provided by the Client, directly or indirectly infringes property rights of a third party and/or otherwise causes any damage whatsoever incurred by a third party.

#### **Article 19 : PERSONAL DATA**

In the context of the orders placed with it, TUFFIGO RAPIDEX may collect personal data, and is the controller of these data. The data collected are the surnames, first names, e-mails, telephone numbers and job positions of the persons linked to the orders. This information will be used for order processing, returns management, customer relations, mail for delivery tracking, marketing management (subscription to newsletters). The legal basis for processing are the contract, the legitimate interest of TUFFIGO RAPIDEX and compliance with legal obligations. These data are stored for three years after the Client's last order, and beyond this time for the strict duration necessary for the purposes of proof in compliance with legal and regulatory obligations. The data may only be communicated to TUFFIGO RAPIDEX service providers, such as carriers and subcontractors in the context of fulfilling orders. In accordance with the French Data Protection Act of 6 January 1978, the Client has a right of access, rectification, erasure, limitation, portability and opposition to the processing of data concerning it. The Client may exercise its rights or send questions to TUFFIGO RAPIDEX by writing to: SAS TUFFIGO RAPIDEX, 4, rue Jean-Marie Le Bris 29170 SAINT EVARZEC (FRANCE), in accordance with the regulations in force and specify the address to which the response should be sent. A reply will then be sent as soon as possible after receipt of the request.

CS 15034 • 29563 Quimper cedex 9 • France  
Tél. 02 98 51 51 98  
mail : [contact@tuffigorapidex.com](mailto:contact@tuffigorapidex.com)  
[www.tuffigorapidex.com](http://www.tuffigorapidex.com)