

## General Terms and Conditions for Remote sale “Customized compilation of standards”

### 1. Compilations and buyers concerned

The present Conditions govern remote orders, in all forms for the supply “of customized compilation of standards” comprising a limited number of standards, resulting from the collection of French standards (“the Compilation”) in the form of a subscription or per unit, between AFNOR and a Customer acting for professional purposes, with the exclusion of purchases for resale (resellers or distributors having concluded a prior agreement with AFNOR so as to benefit from the facilities on the present site). Failing any signed written agreement between AFNOR and the Customer, these Terms and Conditions shall constitute the only agreement existing between the Parties pertaining to the object of the order and shall prevail over all other documents.

### 2. Placing, validity and proof of order

AFNOR reserves the right to refuse any Order from a Customer if it is preceded by an outstanding order not paid for within the agreed time. All orders are considered placed on the date they are received by AFNOR. AFNOR and the Customer shall refrain from invoking the requirement of a private signed agreement pursuant to Articles 1341 and following of the Civil Code. AFNOR and the Customer acknowledge that the computer records of their messages take the place of documentary evidence. Approval of the order by the Customer constitutes full acceptance of these Terms and Conditions without reservations. Invalidation of any of the provisions of these Terms and Conditions has no effect on the validity of the order.

### 3. Confidential Code

AFNOR may issue the customer with a confidential code. This code guarantees identification of the Customer. The Customer agrees to keep this code secret and ensure that others do the same. The Customer agrees not to disclose any of the elements of the issued access code to any third parties.

In the event of loss or theft of the code, the Customer shall inform AFNOR without delay by registered letter with acknowledgment of receipt. In return, AFNOR will issue the Customer with a new code as soon as possible. The Customer is required to adhere to the terms of any order placed prior to receipt of said letter by AFNOR.

### 4. Price

The prices depend on the customized formula chosen by the Customer:

- Formula without subscription: Variable price in line with the number of standards (from 5 to 40) chosen by the Customer
- Subscription formula of one (1) year:
  - o From €240 excluding VAT per year for the package of 1 to 5 standards
- Subscription formula for (3) years:
  - o From €160 excluding VAT per year during the year of the subscription, namely a total of €480 excluding VAT for the package of 1 to 5 standards

The prices indicated in the catalogue do not include tax, shipping charges (where applicable) or any applicable discounts.

Discounts or promotions can be combined, with the exception of works subject to the Lang law, namely a maximum discount of 5% over the excluding VAT price of postage invoiced more to the Customer.

## 5. Payment

With the exception of payment by credit card, payment is due within 30 days of the invoice date. No discount is granted in the event of advance payment. In the event of late payment, a penalty amounting to three times the legal interest rate for the year is payable. Subject to specific provisions for online sales, payment may be made by cheque or bank transfer. The detachable slip on the bottom of the invoice, which includes the AFNOR order number, must be attached to payments made by cheque.

Where payment is to be made by bank card, AFNOR hereby accepts the following cards:

- French cards with the acronym CB,
- cards with the brands VISA, EUROCARD or MASTERCARD accepted in France,
- cards issued within international networks approved by GIE Cartes Bancaires.

The Customer's indication of his bank card number and its expiry date (hereinafter referred to as "Banking Information") is valid as a mandate for payment of the price (including tax) agreed in the order. The confidentiality of the Banking Information transmitted by the Customer via the AFNOR website to an authorised bank is guaranteed by a secure environment. Consequently, the Customer expressly authorises the card issuer to debit the card in the light of the registered information transmitted by AFNOR, even in the absence of a signature. This authorisation is non-revocable. Payment by bank card is the only means of payment accepted by AFNOR in the following cases: orders remaining unpaid which have not been settled by the Customer; downloading of a document ordered by a new Customer.

For orders made in the name or on behalf of an individual, AFNOR reserves the right to require payment of the agreed price before dispatch. If no internal order number is included in the order, the Customer waives the right to use the absence of this number on the invoice as grounds to refuse payment.

Any delay in payment will result in a fixed indemnity of €40 to cover recovery expenses (article D441-5 of the Commercial Code)

## 6. Duration of subscription and composition of Compilation of standards offers

Customized compilation of standards offers (standards resulting from the collection of French standards only)	Without subscription	1 year subscription (from the date of order)	3 year subscription (from the date of order)
Automatic update	None	Included	included
Monitoring service	None	Included	Included
Number of standards per compilation	5 minimum standards 40 maximum standards	Package of 1 to 5 standards or Package of 6 to 10 standards	Package of 1 to 5 standards or Package of 6 to 10 standards
Format(s) available	HTML, PDF, Paper	HTML, PDF	HTML, PDF
Number of compilation per customer	Unlimited	Limited to 1 establishment* for the term of subscription	Limited to 1 establishment* for the term of subscription
Number of modifiable standards	None	If package is 1 to 5 standards : 1 standard per year If package is 6 to 10 standards : 2 standards per year	If package is 1 to 5 standards : 1 standard per year If package is 6 to 10 standards : 2 standards per year

The Customer chooses between:

-An offer without subscription

Or

- An offer with a subscription to the Customized compilation of standards is valid for a period of one (1) year from the date of the order. Unless written notice is given by the Customer, thirty (30) days before the expiry date of his subscription, the subscription will be renewed by tacit agreement for a period of one (1) year

Or

- An offer with a subscription to the Customized compilation of standards is valid for a period of three (3) years from the date of the order. Unless written notice is given by the Customer, thirty (30) days before the expiry date of his subscription, the subscription will be renewed by tacit agreement for a period of three (3) years.

The automatic update service appointed for the Customer, the automatic receipt of a new document (new standard reference) where the standard is part of the Compilation of Standards is

adjusted and replaced by a new standard.

The supervisory service appoints: For the Customer, the receipt of an automatic alert of standard modifications (standard adjustments) included within the Compilation by email and via the personal space

\* Establishment = a SIRET code

## **7. Intellectual Property**

AFNOR hereby confirms to be entitled to sell Compilations to the Customer and shall guarantee and hold harmless the latter against any legal action brought concerning breach or infringement of any intellectual property right over said Compilations.

The Compilations are protected by the Intellectual Property Code. Consequently, any reproduction, distribution or disclosure, by any means whatsoever, without the prior written consent of AFNOR or its rights holders constitutes infringement and is liable for the associated penalties.

The Compilations protected by national and international legislation in terms of copyright and cannot be photocopied or reproduced in any form whatsoever. They may not, under any circumstances, be resold.

The electronic files forming the subject of this licence may not, under any circumstances, be placed on any kind of network. The Customer agrees not to damage, modify or remove the identification references and/or technical means of usage monitoring, restriction or protection vis-à-vis third parties or, where applicable, any other device with the same purpose. The Customer agrees that AFNOR or its representatives may, during normal opening hours of the Customer's premises, carry out checks to ensure compliance with the terms of the licence. For more information about these conditions, especially for a "network" licence, please contact us: [departement-commercial@afnor.fr](mailto:departement-commercial@afnor.fr)

## **8. Return and exchange of Compilations**

Purchases of compilations are firm and final and cannot, therefore, give rise to an exchange or refund.

## **9. Guarantee/Liability**

### **9.1. Guarantee**

AFNOR does not provide any express or implicit guarantees with regard to the suitability of the information included within Compilations to be used for a particular purpose, its adaptability to a particular function, its accuracy or relevance, despite the care taken in this respect.

- AFNOR cannot be held responsible vis-à-vis the Customer for any loss arising from the execution of the order. "Any loss" notably includes loss of profits, revenue, clientele or any similar loss, any payment made or due to a third party, economic loss, inability to use the data for specific functions and any loss or damage resulting from a delay in the delivery of the data indicated in an order.
- AFNOR's liability of any nature vis-à-vis the Customer shall not exceed the total amount paid by the Customer to AFNOR.
- AFNOR cannot be held liable vis-à-vis the Customer for any misunderstanding or misinterpretation of oral information.

### **9.2. Responsibility for the online service**

The Customer hereby acknowledges that he is aware of the characteristics and limitations of the Internet, particularly as regards the transmission of information data via networks and data breaches. Under these conditions, AFNOR cannot be held responsible for technical issues beyond the control of its departments. AFNOR

agrees to implement the reasonable measures necessary to fulfil all its obligations hereunder. In any event, if AFNOR's responsibility is challenged, its liability shall be limited to the total order amount.

#### **10. Applicable law and jurisdictional clause**

The order and all acts arising from it are governed by French law. Any disputes arising from the order will fall within the exclusive jurisdiction of the courts in Bobigny, even in the event of multiple defendants, the introduction of third parties or summary proceedings.