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ARTICLE 1 - GENERAL

AGAIN's business is the distribution of reconditioned equipment (hereinafter the "Products") along with the supply of various associated services, such as the repair, pre-configuration, technical support and so on of all or part of these Products (hereinafter the "Services").

Sales of the Products and the Services offered by AGAIN are subject to these Standard Terms and Conditions of Business (hereinafter the "Standard Terms and Conditions") which constitute the basis of negotiation.

These Standard Terms and Conditions can be found on and downloaded from our website www.again-mobility.com. In the case where a translation into a foreign language (e.g. English) is made available to the Customer by AGAIN, the terms of the French version shall prevail.

Contrary clauses of special terms and conditions prevail over these Standard Terms and Conditions where they are signed by AGAIN and the Customer.

In placing an order, AGAIN's Customer (hereinafter the "Customer") is deemed to have read these Standard Terms and Conditions.

The fact of the Customer having placed an order with AGAIN implies his unconditional acceptance of these Standard Terms and Conditions and the express exclusion of any of the Customer's conditions and of any document issued by him that is not signed by AGAIN. Together with any special conditions signed by the Parties, these STCs constitute the sole contractual documents between the parties.

The fact that AGAIN does not rely on any of these standard Terms and Conditions at any particular moment may not be interpreted as amounting to a waiver to rely thereupon subsequently.

If any of these standard Terms and Conditions were to be found invalid, the Parties agree to negotiate a replacement for the invalid condition in good faith. All the other conditions shall remain in force.

Where applicable, any new version of this document communicated by AGAIN to the Customer shall apply to any new order, whatever the precedence of relations between AGAIN and the Customer.

ARTICLE 2 - OPENING AN ACCOUNT

Each new Customer who wishes to secure payment terms as defined in point 5.2 must apply to open an account beforehand. This application shall be submitted using the document for this purpose, sent on request: Application to Open an Account.

This application must be sent to AGAIN, stamped and signed with acceptance of the standard terms and conditions provided to this end (an English-language version of AGAIN'S Standard Terms and Conditions of Business can be provided on application for information), accompanied by:

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- a bank identity document (IBAN),
- a certificate of the company's authenticity stating its Intra-Community VAT number,
- a sample of the company's headed paper,
- a photocopy of the director's identity card,

For every application made, AGAIN will have a financial check carried out. Depending on the information disclosed, AGAIN reserves the right not to agree to open an account if the information does not meet the objective criteria set by AGAIN. In addition, when opening the account, AGAIN determines a credit level above which any order or part-order must be paid for cash with order by transfer, depending on the said objective criteria. AGAIN reserves the option of closing an account and/or reducing the credit facility at any time in the event of late payment or new financial information that does not meet the objective criteria set by AGAIN for agreeing to open or maintain an account.

ARTICLE 3 - ORDER

All offers to sell Products/Services are understood as subject to availability of stocks/capacities/teams. Unless stipulated otherwise in its proposal, the period of validity of an order or proposal for Products or Services is one week.

The contract is finally entered into on the dispatch by AGAIN to the Customer of the acknowledgement of order. In accordance with the law, no order or contract finally entered into may be cancelled in part or in full by the Customer.

Every order must contain the following information:

- delivery and invoicing address,
- exact references, names and quantities of the Products/Services ordered,
- net prices if these can be determined at the time of order (e.g. in the event of dispatch for repair, the Customer shall be deemed to have read AGAIN's price list for its work,

Taking account of the activity, the minimum amount of any order may not be less than €150 ex-VAT. Exceptionally, AGAIN may accept a lower-value order subject to payment of €30 administrative costs, ex-VAT.

ARTICLE 4 - CHOICE OF PRODUCT OR SERVICE

The characteristics of the Products and Services are given in AGAIN's pricing available to the Customer before placing of the order and notably, on AGAIN's website. The Customer, who is a professional and the only one to know the requirements of his own customers and their environment, is alone in a position to make choices of Products and/or Services based on the particulars given by AGAIN. On simple request, AGAIN is able to respond to any queries regarding the characteristics of the Product or Service.

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Thus the choice is made by the Customer at his sole risk and liability. In the event the Products or Service are not suitable for the requirements of the Customer or its end-customer, the Customer acknowledges that he has sole liability for the choice he made and agrees to hold AGAIN harmless in this respect. The Customer agrees to take out any insurance necessary to enable AGAIN to be completely exempt from any liability whatsoever in the event of any disputes with its own customers.

AGAIN provides its Customers free of charge with data and information on the Products and Services such as, specifically, the level of Product stocks and the on-line ordering system.

ARTICLE 5 - PRICE - PAYMENT

5.1. Price

The prices of the Products and Services are fixed, according to the circumstances, by AGAIN's standard prices in force on the day of the order or in the context of a specific offer from AGAIN. AGAIN reserves the right to change its prices at any time (apart from any specific offer during the period of validity). As a consequence, it is for the Customer to make inquiries about the prices in force at the time of the order.

Product prices are all-inclusive for orders over €750 ex-VAT (equipment only) and delivery to mainland France, except for oversize Products (non-standard size and/or weight and/or Products requiring a special means of transport) which may be the subject of a specific invoice. For orders of less than €750 ex-VAT in the said area, shipping costs of € 15 ex-VAT will be invoiced in addition. For all areas other than mainland France, prices are understood to be "EX WORKS" (according to ICC Incoterms, 2010 Edition).

Depending on the applicable tax arrangements, AGAIN shall automatically apply any new tax or any increase in the rate of existing taxes.

5.2. Payment

Except for the opening of a Customer account under the conditions provided for in ARTICLE 2 - hereof, payments are in cash on order by transfer, according to bank details specified on the invoice or bill of exchange. In the event of payment by bill of exchange, the Customer must return the accepted bill within eight days (8) of the date of issue of the bill. Failing acceptance and return of the bill within this timeframe, payment will become immediately due and payable.

In the case of the opening of a Customer account under the conditions provided for in ARTICLE 2 - hereof, and within the limit of the envisaged credit level, payment terms are 45 days from the end of the month or 60 days net from issue of the invoice. Payments must be made into the bank account for payment communicated by AGAIN.

In any event, even in the case of the opening of a Customer account, AGAIN reserves the right for the first order, to request payment before delivery (in full or in part). AGAIN reserves the

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right to send invoices by electronic means in accordance with Article 289 VI of the French General Tax Code which the Customer accepts expressly thereby waiving receipt of a paper invoice. In no case can any claim whatsoever authorise the Customer to suspend or refuse all or part of an invoice or to retain all or part of the sums due by him or to carry out any offsetting.

In accordance with articles 1344 and 1231-6 sub-paragraph 2 of the French Civil Code, the arrival at due date of any invoice shall be tantamount to automatic service on the Customer of a notice to pay without further formality.

In the event of non-payment of all or part of an invoice or an instalment in the case of staggered payments, AGAIN reserves the right to suspend all deliveries and any contract in progress or indeed to terminate any contract in progress until the said payment has been made in full, without prejudice to compensation and damages which may be claimed by AGAIN and without any entitlement to any claim by the Customer. In addition, any other invoice not arrived at due date shall also become immediately due and payable and that being the case, AGAIN may require immediate payment of all invoices not arrived at term; the amounts of any unpaid bills will be subject to the addition of all costs incurred as a result of late payment. Invoices will be payable cash on order in the event bills are unpaid.

On non-payment on the agreed due date, in addition to the amount in principal, the Customer must pay:

- late payment penalties applicable per day of delay and calculated as from the due date of the invoice in question at the refinancing rate of the European Central Bank in force on the first day of each calendar half-year, plus 10 percentage points, this rate not being less than 3 times the applicable statutory interest rate and this, in accordance with Article L. 441-10-I of the French Commercial Code,
- the flat-rate compensation for recovery costs (currently fixed at €40) per invoice,
- and any compensation and damages which AGAIN might be able to claim.

In the event of collection by due process of bailiff or the courts, the Customer must pay an additional fixed charge of 15% of the sums due as a penalty clause without prejudice to any legal interest due, as well as all the costs and fees of recovery.

In addition, AGAIN may request the Customer to provide it with guarantees of payment, in particular by bank guarantee. Where appropriate, AGAIN may withhold delivery of the Products and realisation of the Services in question until presentation of the guarantee. The credit level granted is a facility which AGAIN reserves the right to modify at any time depending on the Customer's financial status.

In the event of any disagreement on the amount invoiced, the Customer has a period of seven (7) days from the date of the invoice in which to notify by letter sent recorded delivery with advice of receipt to AGAIN, Disputes department, of its disagreement, accompanied by all the corresponding documentary evidence. Failing this, the invoice is deemed irrevocably accepted by the Customer. In the case of any dispute, the Customer is required to immediately pay undisputed sums. AGAIN shall inform the Customer of the steps it intends taking regarding this challenge. Rejection of the challenge by AGAIN shall mean that all outstanding sums shall

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become immediately payable.

ARTICLE 6 - DELIVERY – TIMEFRAMES – FORCE MAJEURE

6.1. Delivery

6.1.1 *For deliveries in mainland France*

Deliveries in mainland France (excluding Corsica) are made within 24/48 hours of leaving our sites.

Deliveries on our free post and packing terms are simple: no appointment needs to be made, delivery is made to reception and during the day. Any delivery which requires special delivery terms may be subject to additional costs. Products are deemed to have been delivered upon arrival at the address indicated in the purchase order and according to our carriers' proofs of delivery.

6.1.2 *For deliveries in mainland France and in Corsica*

In the case where AGAIN arranges shipment, this is carried out on the orders and on behalf of the Customer. In this case, the Customer must specify the place of delivery. Failing which, delivery will be accomplished by the Products being made available in AGAIN'S warehouses.

Deliveries shall be either Ex Works or DAP/DAT (in accordance with ICC Incoterms 2010), depending on what was envisaged at the time of creation of the Customer file at the time of the first order, and barring any other written agreement between the Parties.

For Ex Works deliveries, delivery of the Products will take place on the date and at the place where the Products are supplied in AGAIN'S warehouses and for CIP deliveries, on the date and at the place of handover to the first carrier handling Products in AGAIN's warehouses. In both cases, the contact details of the corresponding warehouse are communicated by AGAIN beforehand.

6.1.3 AGAIN is authorised to make partial deliveries.

Any part-delivery accepted by the Customer is billable as soon as delivered.

6.2. Timeframes

6.2.1 Timeframes for delivery of Products or performance of Services are given as an indication only and subject to AGAIN'S procurement possibilities and schedules. Accordingly, exceeding these shall not give rise to cancellation of the order or to any compensation or damages whatsoever.

6.2.2 In the case of firm deadlines duly accepted by AGAIN, these will only start to run with effect from the date of confirmation of order by ITANCIA and receipt of the payment in the case of a request for payment with order provided for in Article 5.2, and in no event,

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beforehand.

6.2.3 Where the Customer must present the Documentary Credit or certificates drawn up by national or foreign administrative authorities, the delivery times will be extended accordingly.

6.2.4 Delivery within the agreed timeframes can only take place if the Customer is up-to-date in its obligations towards AGAIN.

6.3. Force Majeure

In addition to those events usually confirmed by French case-law as cases of force majeure, the Parties' obligations shall be automatically suspended in the case of events beyond the control of one of the Parties, which could not reasonably have been foreseen when entering into the Contract and the effects of which cannot be prevented using appropriate measures, and which prevent fulfilment of its obligation by the Party concerned. The Party establishing the event must immediately inform the other Party of its inability to fulfil its obligation and provide the latter with evidence of this.

If the prevention is temporary, fulfilment of the obligation is suspended unless the resulting delay justifies cancellation of the Contract.

If the prevention is permanent, the Contract is automatically cancelled and the Parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In no circumstances may suspension of obligations be grounds for liability for non-fulfilment of the obligation at issue, or induce the payment of compensation and damages or late payment penalties. However, when the cause of the suspension of their reciprocal obligations has disappeared, the Parties shall do their utmost to resume, as promptly as possible, normal fulfilment of their contractual obligations.

ARTICLE 7 - TRANSFER OF RISK – RESERVATION OF TITLE

7.1. The Product risks transfer from AGAIN to the Customer for all-inclusive sales on arrival of the Products at the place of delivery, after unloading. For all other sales, risks transfer on the order being made available in AGAIN'S warehouses and for CIP sales, on handover to the first carrier.

The Customer undertakes accordingly to take every care with custody of the Products and to take out an insurance policy covering all damage and losses likely to be caused to the Products or by the Products on their delivery or collection. With effect from the passing of risks, the risks of losses, theft, damage or destruction are at the Customer's charge.

7.2. Transfer of title to the Products delivered to the Customer will only take place after payment of the price in full in principal, interest and incidentals. Payment will only be deemed

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acquired after the sums due have been encashed. The non-performance by the Customer of his payment obligations for any reason whatsoever confers on AGAIN the right to claim ownership of the Products and to require the immediate restitution of the Products delivered at the Customer's cost, risk and liability.

7.3. The Customer agrees that in case of corporate recovery or insolvency proceedings involving his business, he will actively participate in preparing an inventory of the Products located in his stocks which AGAIN may claim. Failing which, AGAIN has the option of having a bailiff record the inventory, at the Customer's cost. The Customer agrees not to re-sell, convert or incorporate the Products delivered with effect from the date of the judgment ruling on the corporate recovery plan or liquidation of his company's assets. AGAIN may prohibit the Customer from carrying on any re-sale, conversion or incorporation of the Products in the event of late payment.

7.4. In the case of re-sale, the Customer may assign the debt claims arising in its favour from re-sale to a third party purchaser to AGAIN, but remains liable towards AGAIN, in a capacity of principal, for the proper settlement of the invoices relating to the initial sale.

ARTICLE 8 - PROCEDURE FOR PURCHASING VAT- EXEMPT, DUTY-FREE EQUIPMENT

8.1. When purchasing VAT-exempt Products for a Customer with a registered office located in mainland France wishing to export the Products, the Customer agrees to apply to open a duty-free Customer account under the conditions in [the](#) ARTICLE 2 - hereof with AGAIN. After obtaining a Customer account, the Customer agrees to forward the following documents by recorded delivery post only and with advice of receipt, prior to any delivery:

- A photocopy of the annual visa waiver certificate for the current year, issued by the Customer's tax office, which will be checked for compliance.

AND

- An annual VAT-exemption certificate without figures, prepared as an original on the Customer's headed paper.

In addition, the Customer agrees to refer to the requirement for VAT-free invoicing when ordering. If any of these conditions is not met, a VAT-free invoice will not be able to be issued and an invoice with VAT will be prepared.

8.2. For purchasing Duty-Free Products for a Customer whose registered office is located outside France but within the European Union, the Customer agrees to also apply to open a duty-free Customer account with AGAIN and to accept that the choice of carrier will be made by AGAIN.

8.3. Procedure for purchasing Duty-Free Products subject to a licence: any purchase subject to an individual export licence issued by the French or European administrative authorities requires a prior period of 60 days before validation of the order. The Customer agrees to obtain the "Sales Obtain End-User Undertaking EUU Form" from his end-customer, duly completed, and to forward this to AGAIN.

8.4. Failing which, the order is cancelled. Furthermore, a Customer agrees, under his sole

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responsibility, to comply with export and re-export regulations in the country of destination and specifically not to re-sell the Products to customers or in countries subject to restrictions.

ARTICLE 9 - CHECKING PRODUCTS ON ARRIVAL – AUDITING SERVICES

9.1. In the case of transportation under the Customer's responsibility (see article "ARTICLE 7 - TRANSFER OF RISK – RESERVATION OF TITLE"), all operations relating to transportation of the Products are payable by the Customer and at its own expense and risk; it is the Customer's responsibility to check the Products on arrival and to issue, if need be, reserves which are comprehensive, reasoned and as specific as possible, and to exercise redress against the carrier.

9.2. In the case of transportation under AGAIN's responsibility, in the event of loss, substitution or damage connected with carriage, the Customer must mention these on the delivery slip and have it countersigned by the carrier's representative and confirm his reservations to the carrier within the legal period of three days, by letter sent recorded delivery with advice of receipt or by extrajudicial process, pursuant to Article L133-3 of the French Commercial Code.

9.3. A copy of the letter sent to the carrier must be forwarded to AGAIN together with the reservations mentioned on the carrier's delivery slip. Failure to express any reservations in these conditions will result in the Products being deemed to be in good condition and with no missing items.

ARTICLE 10 - AGAIN's liability

AGAIN undertakes to implement all the resources at its disposal to offer the Customer the best quality of service and safety in compliance with applicable professional standards. Regarding all its obligations vis-à-vis the Customer, AGAIN is subject to an obligation of means.

AGAIN's liability may not be engaged when non-performance, poor performance, delay in performance or suspension of the contract originates from an external cause, unforeseeable event or case of force majeure, action by a third party or action by the Customer himself.

In the case where AGAIN's contractual liability is recognised, the compensation that the Customer may claim shall be limited to solely the legitimate, direct, certain and personal loss sustained by the Customer and which comes within the contractual scope, to the exclusion of any loss that can be categorised as indirect, such as loss of turnover, loss of customers, damage to the Customer's brand image, loss of production, operation loss, loss of opportunity, loss of data, financial or commercial or other loss, etc.

In any event, the compensation that the Customer may claim shall be limited, in amount, to the total of the sums that the Customer has paid to AGAIN for realisation of the service that has proven defective (e.g.: in the case of just one faulty Product, the compensation amount shall be limited to the sums incurred for this Product).

ARTICLE 11 - OBLIGATIONS OF THE CUSTOMER

In addition to payment of the price of the Product(s)/Service(s) and all other obligations

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incumbent upon him hereunder, the Customer undertakes to implement all technical, human and material resources necessary to the correct functioning and performance of the contract.

He undertakes in particular to promptly provide AGAIN with all information requested from him in connection with performance of the contract, and to provide his active collaboration in performance of the contract.

The Customer undertakes to comply with all statutory and regulatory rules in force, and in particular those relating to data processing, files, rights and intellectual property, along with third parties' rights.

ARTICLE 12 - COMPLAINTS / PRODUCT CONFORMITY

12.1. Complaint

12.1.1 On receipt of the Products, the Customer must check they comply with the order immediately. Thus, any complaints relating to an inaccuracy in quantities or to an incorrect reference in relation to the order must be submitted to AGAIN within two days of receipt of the Products, without neglecting redress against the Carrier under the conditions of [Article 9](#) hereof. After this deadline, no further complaint of this kind will be possible.

If the complaint proves founded and it was submitted within the aforementioned deadline, AGAIN shall endeavour to put the situation in order as promptly as possible, in liaison, if need be, with the manufacturers concerned.

12.1.2 As regards a non-compliance specifically speaking of the Products (namely faulty Products), the warranty in [the](#) ARTICLE 13 - shall apply, according to the process provided for in this same article and in Articles 12.2 and ARTICLE 14 - hereof

12.1.3 In the context of any complaints, the Customer must fully facilitate the Manufacturers or AGAIN to proceed, where appropriate, with establishing the complaints, and send them all useful information/documents when first requested to do so.

12.1.4 Any unjustified refusal to take delivery of the Products by the Customer will entail payment of compensation by the Customer to AGAIN, of the clerical handling costs of an additional 40 euro as a minimum, notwithstanding any claim for additional compensation and damages.

12.2. Request for a return due to non-compliance of the Products

No return of Products, in the context of a Product warranty provided for in [the](#)ARTICLE 13 -, shall be accepted without AGAIN's prior express agreement. The request for a return must be made on AGAIN'S Website.

Upon receipt of the returns request made by the Customer, AGAIN will either agree to the Product being returned via a Returns Slip or will give the grounds for its refusal to take the

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Product back which will be sent to the Customer.

When returning goods, the Customer must attach the Returns Slip to the returned Products in a clear and obvious position on the outside of the returned package.

ARTICLE 13 - WARRANTY

13.1. Reconditioned Products Warranty

A reconditioned mobile is a mobile that comes from the manufacturer on which minor repairs may have been carried out using certified generic spare parts.

The warranty is variable, depending on the Product ranges, and specified if need be on the delivery slip. This period runs from the date of sale by AGAIN for user customers, and the date of sale to the consumer for reseller customers.

Reconditioned smartphones are not covered by a waterproofing warranty.

Reconditioned products are sold without a specific version or licence. If the Customer has a specific requirement regarding the version or licence, he must make a configuration request, and he will then be sent an estimate. However, should it become apparent that the Customer's configuration is not compatible with the product versions and licences supplied, AGAIN will be responsible only for accepting return of the devices.

13.2. Repair Services Warranty:

This warranty concerns only repairs carried out by AGAIN, i.e. for the same reason. An item that has broken down for a different reason is not covered by the warranty on the previous repair, unless a link of cause and effect can be shown.

Unless specifically agreed, the repair services warranty is for 3 months for work carried out by AGAIN.

13.3. Other AGAIN Services warranty (excluding repair services)

AGAIN's warranty is expressly limited to the proper performance by AGAIN of its Services in accordance with the rules of the state of the art and the stipulations of the contract or order. With regard to performing its Services, AGAIN agrees to carry these out with the due care and attention as befits a professional, AGAIN being subject solely to an obligation of means. The warranty may only be implemented by the Customer.

AGAIN undertakes to perform again the service recognised as faulty, subject to a complaint from the Customer submitted within 15 days of delivery of the product concerned by the service.

13.4. All Products/Services:

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13.4.1 *Warranty exclusions*

13.4.1.1 Be that as it may, no Manufacturer or AGAIN warranty is given to the Customer in the following cases:

The warranty does not cover a Product that has been damaged or rendered faulty due to:

- improper use, i.e. for purposes other than those for which it is intended,
- infection by virus or use of the Product with non-supplied or incorrectly installed software,
- use of inappropriate methods of transportation or packaging on return of the Product by the Customer,
- modification of the Product,
- improper installation of third-party products (e.g. memory card),
- prolonged storage or warehousing without protection,
- negligence, incorrect connection or handling, servicing and use of the Product not in compliance with the technical specifications of the manufacturer/AGAIN or, more generally, any inappropriate or faulty use thereof (e.g.: improper use, breakage, excessive heat, corrosion, oxidation, rough handling, etc.)
- the addition of any supplementary or accessory device to the Product or use of parts necessary to operate the Product not complying with the technical specifications of the manufacturer/AGAIN,
- any abnormal use of the Product, since the Products are intended for normal commercial use only, they must not be applied for use in any critical safety or life-support systems, nuclear field or the production of weapons unless they have the written approval of the Product manufacturer.

The warranty does not cover:

- damage caused by use with another product: use of accessory or peripheral products the nature, condition or standards of which do not comply with the manufacturer's recommendations,
- consumables including batteries, except where the battery capacity falls to below 50% of its original capacity during the warranty period, and cables.
- minor faults with LCD screens in products equipped with LCD technology, provided that there are no more than 3 defective pixels.
- aesthetic defects, including scratches, dents or faults in the protective plastic of the connection ports, cracks or scratches to the LCD screen and case,
- parts replaced as a result of normal use,
- loss or damage to software, data or removable storage devices. The Customer is responsible for backing up all programs, data or removable storage devices. All of the Customer's data shall be automatically deleted when testing and repairs are conducted,
- network operator failures (network availability, coverage, services or capacity),
- damage resulting from a sealing fault.

The warranty does not apply if:

- If the Product has been opened, changed or repaired by a third party,

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- If, for a smartphone, it has not been unlocked beforehand by the Customer, or is still linked to a user or company account
- the product's serial number or IMEI has been in any way deleted, removed, damaged, changed or rendered illegible.
- if the Product battery has been short-circuited, or if the seals of the battery compartment or the cells have been damaged or show evidence of tampering,
- the Product humidity sensor is red,

The warranty does not cover failures or damage resulting directly or indirectly from the conditions of carriage (e.g.: unsuitable packaging of the Products from the Customer to AGAIN).

13.4.1.2 *If a case of warranty exclusion, described above, is noted* and excluding the cases provided for in Article 13.4, AGAIN may, at its discretion:

- provide an estimate for repair, if the device has been sent for repair. The cost of an assessment is invoiced when an estimate is produced, and deducted if the estimate is accepted. If the Customer does not accept the estimate, the product will be returned unrepairs, at the Customer's expense, after payment of the assessment costs.
- Issue, in the event of advanced exchange carried out (sending of a new Product by AGAIN before return), an invoice corresponding to the repair costs.

AGAIN reserves the right to invoice a handling charge of €40 + VAT for unjustified returns.

13.4.2 Expiration of the warranty period

The expiration of the warranty period brings all AGAIN'S obligations under contract to an end. In this regard, the warranties set out in this ARTICLE 13 - are the only warranties given to the Customer, to the exclusion of any other warranty, particularly legal in nature.

ARTICLE 14 - PRODUCT RETURNS

14.1. Accepted returns

No returns will be accepted after a period of one (1) month with effect from the date of AGAIN'S express prior agreement on the Returns slip.

At AGAIN's sole discretion, Product returns accepted by AGAIN will give rise to a repair at its own workshops or the workshops of its accredited partners, replacement or the issuing of a credit note, the amount of which will be the same as the amount initially invoiced.

In the particular case of a request accepted for a credit note, the primary packaging of the equipment to be returned must be unopened and:

- with no marking or label, specifically carriage,
- re-wrapped carefully in an appropriate second box.

Any Product returned not complying with these requirements will automatically lead to a

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refusal to issue a credit note on receipt.

In the case of an advanced exchange (before return of the faulty Product), the Customer must return the faulty Product within the aforementioned period. After this period, an invoice for the value of the replacement item will be issued automatically.

The return of the faulty Product is the responsibility of the Customer. Packaging must, therefore, ensure the product is protected during transportation.

14.2. Unaccepted returns

Where Products are returned without the prior express agreement of AGAIN, they will be automatically refused and returned to sender at his cost. In this event, the corresponding invoice will, of course, have to have been paid at due date. The risks relating to Products returned without AGAIN'S prior express agreement will be at the Customer's charge. This Article 14.2 shall be applicable in the cases of returns sent outside the requisite period.

In the case of non-payment within 30 days of the costs provided for in [Article 13.4.1.2](#) by the Customer in the case of warranty exclusion, storage costs shall be invoiced if need be. After issuing a reminder sent by recorded delivery with advice of receipt, AGAIN may destroy any equipment not collected within one month. The Customer may make no claim for compensation of any kind to AGAIN.

ARTICLE 15 - TERMINATION OF THE CONTRACT

In the event the Customer is in breach of any of its obligations and after a period of 48 hours following notice to remedy sent by recorded delivery with advice of receipt that has produced no effect, the sale will be automatically cancelled against the Customer. Where applicable, the Products sold must be returned to AGAIN if the latter sees fit and without prejudice to any compensation and damages that it might claim. In any event, the total amount of the order or of the contract in progress will remain due by the Customer.

ARTICLE 16 - INTELLECTUAL PROPERTY

16.1. The Products delivered by AGAIN are protected by intellectual property rights and remain the exclusive property of their holder. Therefore, any action of copying in particular shall be such as to constitute infringement.

16.2. The Customer acknowledges that all the data, images, photographs and texts including specifically the product datasheets made accessible by AGAIN on its Website remain the exclusive property of AGAIN and are exclusively reserved to the relations between the Customer and AGAIN. Accordingly, the Customer agrees to refrain from the following without the prior written authorisation of AGAIN:

- duplicating, copying, printing or publishing these data, images, photographs and texts and, more generally, using them for any commercial ends,
- proceeding with the extraction of data, images, photographs and texts,

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- using these data, images, photographs and texts as the basis in the production of catalogues or other marketing and sales tools.

ARTICLE 17 - CONFIDENTIALITY

The Customer acknowledges that all the information given, technical formula or concepts of which he may become aware by virtue of this contract are strictly confidential and accordingly he agrees not to divulge or use the same. Insofar as concerns application of this clause, the Customer is answerable for his employees as for himself. However, the Customer will not be held liable for any disclosure if the elements disclosed were in the public domain or if he was aware thereof or had obtained the same lawfully from a third party.

ARTICLE 18 - DATA PROTECTION

In the context of performance of the Contract, the Parties, as controllers, may need to process, on their own account, personal data of the other Party's employees, directors, subcontractors, agents and/or service providers (e.g. surname, first name, e-mail address, telephone number, etc.).

Therefore, each of the Parties undertakes, in this context, to respect the confidentiality and security of these personal data, in accordance with the provisions arising from Law no. 78-17 of 6 January 1978 along with the provisions of European Regulation No 2016/679/EU of 27 April 2016. Each of the Parties' employees, directors, subcontractors, agents and/or service providers whose data are collected and processed by the other Party, has at all times the option of exercising their rights on their personal data (right of access, rights to rectification, erasure, objection, restriction of processing, data portability and not to form the subject of automated individual decision-making), by sending their request to dpo@AGAIN.com. They have the option of filing a complaint with the relevant supervisory authority (www.cnil.fr). These personal data are retained for a period of three (3) years from the last contact with the data subject, barring a longer period in accordance with a statutory obligation of retention.

ARTICLE 19 - ASSIGNMENT OF THE CONTRACT

AGAIN is authorised to assign its rights and obligations under this contract to any entity owned or controlled, directly or indirectly, by AGAIN. It is also authorised to assign all or part of its rights in the context of a merger, acquisition or reorganisation of AGAIN, to any entity to which AGAIN assigns a substantial part of the assets concerned in this contract, or to one of its subsidiaries.

ARTICLE 20 - NON-SOLICITATION OF PERSONNEL

The Customer undertakes not to hire or have work in any way whatsoever any current or future ITANCIA employee. This obligation applies regardless of the employee in question's specialisation and even in the event that the solicitation is at the initiative of said employee. The effects of this obligation persist throughout the entire duration of the Agreement and for

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two years as from the termination thereof.

In the event that the Customer fails to comply with the obligations arising from this Article, it will pay ITANCIA a penalty corresponding to a minimum of two (2) years' gross salary of the concerned person(s).

ARTICLE 21 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These Standard Terms and Conditions and, where applicable, the specific terms and conditions and appendices, are subject to French law alone.

Subject to the Customer's trader status, in the absence of amicable settlement, any dispute relating to the interpretation or execution of these standard terms and conditions of sale and of the specific terms and conditions and appendices shall come under the exclusive jurisdiction of the Commercial Court of Angers (France), even in the event of summary proceedings, third-party notice proceedings or more than one defendant.

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