SORVA · SOURCING ET NÉGOCE CHINE · EUROPE

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES · PROFESSIONALS

Edition of 17 September 2026 · applicable to Orders whose Quote refers to it · courtesy translation, only the French text is binding

Contents

Sorva · Sourcing and Trading China · Europe Edition of 17 September 2026 · applicable to Orders whose Quote refers to it · supersedes the edition of 12 September 2026, which remains applicable to Orders and engagements formed under it until their completion, as well as the edition of 11 September 2026 and the edition of June 2026.

Courtesy translation. Only the French version, « Conditions générales de vente et de prestations · Professionnels », édition du 17 septembre 2026, is binding (Article 20).

Sorva, a French simplified joint-stock company (société par actions simplifiée) with share capital of 2 euros, registered with the Trade and Companies Register of Béziers under number 106 789 068, whose registered office is at 10 rue du Labech, 34630 Saint-Thibéry, France · intra-Community VAT number FR78 106 789 068 · EORI number FR10678906800017 · telephone +33 7 67 93 85 09 · contact@sorvatrade.com · sorvatrade.com (hereinafter "Sorva").

> **How to read this document.** Title I applies to all Orders. Titles II to V each apply to one Mode of Engagement, designated in the Quote: Title II "Trading" (Sorva sells), Title III "Purchasing Mandate" (Sorva buys in the name and on behalf of the Client), Title IV "Brokerage" (the Client buys, Sorva assists), Title V "Services" (studies, content, support). The annexes form part of these Conditions. These Conditions apply neither to consumers nor to legal entities that do not act for professional purposes: both fall under the General Terms and Conditions of Sale · Consumers, attached on a Durable Medium to any quote addressed to them and provided on simple request to contact@sorvatrade.com; the edition in force, its date and the history of earlier editions are set out at sorvatrade.com/conditions.

TITLE I · PROVISIONS COMMON TO ALL ORDERS

Article 1 · Definitions

In these Conditions, the terms below, when used with an initial capital letter, have the following meaning, whether used in the singular or the plural.

Acceptance: the written approval of the Goods delivered by the Client or, failing that, expiry of the time limit set out in Article A5.4 without written complaint from the Client. Acceptance does not affect the obligation to deliver conforming Goods, nor the statutory warranties, nor the right of action for latent defects and defects not apparent on delivery.

Specifications: the written document, drawn up by the Client or with its assistance and approved by it, which describes the Goods or Services expected (description, quantities, dimensions, materials, colours, markings, tolerances, standards referred to, intended use, packaging, required documents).

GTC or Conditions: these General Terms and Conditions of Sale and Services, in their edition, dated, identified at the head of the document and repeated in the footer.

Client: any natural or legal person who contracts with Sorva for purposes falling within the scope of its commercial, industrial, craft, professional or agricultural activity, including craftsmen, members of the professions, farmers, as well as associations, foundations and groups carrying on an economic activity.

Order: the agreement concluded between Sorva and the Client through acceptance of a Quote under the conditions of Article 4.

Special Conditions: the stipulations specific to an Order, set out in the Quote or in a document signed by Sorva, which supplement or adjust these GTC within the limits of Article 2.7.

Supplier Default: delay in manufacture, non-delivery, non-conforming delivery, cessation of business, insolvency or disappearance of the Supplier, as well as its refusal to perform the order placed by Sorva.

Quote: the written offer issued by Sorva, which describes the Goods or Services, the Mode of Engagement, the price, the Incoterm and the place of delivery where applicable, the anticipated schedule, the payment terms and the dated edition of the applicable GTC.

Written Form: any document or message drawn up on paper or on a Durable Medium, making it possible to identify its author and to preserve its content, including letters, e-mail, the document signed on the platform designated by Sorva and, solely within the limits of Article 18.1, messages exchanged on a professional messaging system. Written communications exchanged between the Parties are drafted in French or in a language accepted by the Parties; in the event of divergence between two versions, the French version prevails.

Presentation Sheet: the written, numbered and dated document by which Sorva introduces to the Client a Supplier that it has identified and vetted. It lists exhaustively the Covered Products, bears the statement and undertaking provided for in Article 11.3, and is drawn up in accordance with the template in Annex 12.

Validation Sheet: the document, signed or approved in writing by the Client, which sets the contractual reference for conformity of the Goods: reference sample, print proof (BAT), photographs, drawings, colour chart, numerical tolerances and documents to be provided. The Validation Sheet may take the form of an annex to the Quote or of a separate document; a template appears in Annex 2.

Supplier: the manufacturer, factory or seller, established outside the European Union unless otherwise stated, from whom the Goods are manufactured or acquired.

Incoterm: the Incoterms® 2020 rule of the International Chamber of Commerce designated in the Quote together with the precise place agreed.

Day: a calendar day. Any period expressed in days without further specification is a period in calendar days; it expires at midnight on the last day and, if it expires on a Saturday, a Sunday or a public holiday in France, it is extended to the next following Business Day.

Business Day: any day from Monday to Friday, excluding statutory public holidays in France.

Production Launch: the date on which the Supplier begins production of the Goods for the Order. This date is established by a dated item originating from the Supplier or from payment made to it: order acknowledgement, production order, the Supplier's deposit invoice, or proof of payment made to it. Sorva notifies this date to the Client in writing within five (5) Business Days and provides it, on written request, with the item establishing it. Where the Order falls under Mode A, this item may be provided with the identity of the Supplier and Sorva's prices and purchasing terms redacted, provided that the redaction does not cover the date, the Order reference, or the description of the Goods. Failing communication within ten (10) Business Days of the Client's written request, the Production Launch may not be relied upon against the Client, and it retains the right of cancellation under Article 9.1.

Deliverables: the results of the Services provided to the Client (studies, files, reports, photographs, content, files, websites).

Goods: the movable property that is the subject of an Order. Sorva does not act, in any capacity or under any Mode, in respect of food and animal feed, medicinal products and medical devices, cosmetic products, plant protection products and biocides, pyrotechnic articles, weapons and their components, tobacco products, live animals, and dual-use goods subject to export control. Any statement to the contrary appearing on a Sorva marketing medium is void. Goods subject to specific regulation, including work equipment and machinery, electrical and radio equipment, unmanned aircraft, batteries, toys, textiles and vaping products, fall under Article 13 and, where applicable, Article 4.4(b).

Formal Notice: the written notification by which a Party requires the other to perform a specified obligation within the time limit it sets, sent in the manner set out in Article 18.2 and expressly referring to the stipulation relied upon.

Mode of Engagement or Mode: one of the four regimes defined in Article 3 and designated in the Quote.

Party: Sorva or the Client; Parties: both together.

Services: the services rendered by Sorva, whatever the Mode.

Covered Products: the Goods described in the Quote or in a Supplier's Presentation Sheet, together with products of the same nature and the same use exhaustively listed on that Presentation Sheet. No other product falls within the scope of Article 11.

Durable Medium: any instrument enabling the Client to store information addressed to it personally, to access it subsequently for a period suited to the purposes of the information, and to reproduce it unchanged, including a PDF file attached to an e-mail.

Value of the Goods: for the calculation of any commission, the price of the Goods invoiced by the Supplier, ex-works or FOB, excluding transport, insurance, duties and taxes, unless otherwise expressly stipulated in the Quote. The Value of the Goods is used only in Modes B and C. In Mode A, any basis of calculation provided for herein is expressed by reference to the total price excluding VAT shown in the Quote.

Article 2 · Purpose, scope, acceptance and hierarchy

2.1 Purpose. These GTC govern all sales of Goods and all Services concluded between Sorva and a Client, for delivery or performance in France, within the European Union or outside the European Union, whatever the channel through which the Quote was sent (e-mail, signature platform, the sorvatrade.com website, professional messaging), acceptance having to take place in the manner set out in Article 4.2.

2.2 Clients concerned. These GTC apply only to professional Clients. Sorva provides the General Terms and Conditions of Sale · Consumers to any natural person who places an order for purposes that do not fall within the scope of their commercial, industrial, craft, professional or agricultural activity. Article 22 applies automatically to any Order that meets the three conditions of Article L221-3 of the French Consumer Code: the Client employs five (5) employees or fewer, the Order is solicited or concluded off-premises, and its subject matter does not fall within the scope of the Client's main activity. The Quote includes the declaration provided for in Article 22.2.

2.2 bis Legal-entity Clients not acting for professional purposes. Where the Client is a legal entity that does not act for professional purposes within the meaning of the preliminary article of the French Consumer Code, in particular an association, a foundation, a union of co-owners (syndicat de copropriétaires) or a works council (comité social et économique) acting outside any economic activity, Sorva provides it, together with the Quote, as a reference document, with the General Terms and Conditions of Sale · Consumers, and the following stipulations of these Conditions may not be relied upon against it: Article 2.5 to the extent that it excludes the Client's own purchasing conditions, Article 2.9 to the extent that it organises the replacement of an excluded stipulation, the time-bars of Article A5.4, the cap in Article 14.2, the shortened limitation period of Article 14.7, and the jurisdiction clause of Article 21.3. The Client states in the Quote whether or not it is acting for professional purposes; an inaccurate statement constitutes a breach within the meaning of Article 9.3. Sorva may make acceptance of such an Order subject to Special Conditions.

2.3 Awareness and acceptance. These GTC are provided to the Client before any Order: they are attached to each Quote on a Durable Medium, published at sorvatrade.com/conditions together with their version history, and provided on simple request, in accordance with Article L441-1 of the French Commercial Code. Acceptance of the Quote entails express and unreserved acceptance of the GTC in the edition, dated, identified in the Quote. The Quote includes, above the signature area, the acceptance statement reproduced in Annex 4, which identifies the edition by its date and a separate acceptance box, not pre-ticked. For each Order, Sorva retains and produces the GTC file attached to the Quote, its digital fingerprint, the signature log, and its timestamp. The production of these items constitutes a means of proving that the GTC were provided to the Client before the Order was formed; it does not create an irrebuttable presumption, and evidence to the contrary remains admissible.

2.4 Applicable edition. The edition of the GTC applicable to an Order is the one, dated, identified in the Quote and accepted by the Client as at the date of its acceptance. No later edition applies to an Order in progress. For engagements performed on a continuing basis (Titles III, IV and V), any new edition is notified to the Client in writing with thirty (30) days' notice; it applies only to Orders formed after it takes effect and to periods of engagement after the initially agreed term. Failing written acceptance by the Client, the edition originally accepted continues to govern the engagement in progress until its term; either Party may then object to renewal with thirty (30) days' notice, without compensation.

2.5 Interaction with the Client's purchasing conditions. Together with the Quote, the GTC constitute the single basis for commercial negotiation within the meaning of Article L441-1 III of the French Commercial Code. A Client wishing to submit an Order to its own general or special purchasing conditions shall provide them to Sorva before the Quote is issued. A Client purchasing condition may be relied upon against Sorva only if Sorva has accepted it in writing and identified it in the Special Conditions of the Quote. Neither the performance of an Order, nor receipt of a purchase order, nor Sorva's failure to respond to a Client document constitutes acceptance of conditions contrary to these Conditions.

Where Sorva receives a purchase order or any other document containing purchasing conditions that it does not accept, it confirms the Order in writing within five (5) Business Days, subject solely to these GTC, indicating the points it rejects; the Client then has five (5) Business Days to object in writing. Failing agreement between the Parties on the points that remain in conflict, the incompatible clauses of the two sets of conditions are of no effect, in accordance with the second paragraph of Article 1119 of the French Civil Code, and those points are governed by the general law; the remainder of the Order remains subject to these Conditions.

2.6 Hierarchy of documents. In the event of contradiction, the contractual documents apply in the following order: (1) the accepted Quote, including its Special Conditions; (2) the Validation Sheet; (3) these GTC and their annexes; (4) the Supplier's technical documents provided to the Client.

The Validation Sheet sets the technical characteristics of the Goods and their conformity. It amends the price, the payment schedule, time limits, liability, warranties or jurisdiction only where it is signed by an authorised representative of Sorva expressly named in the Quote, and the amendment is expressly identified therein as an amendment to the Quote; in that case, it constitutes a Special Condition within the meaning of (1).

Sorva's marketing documents (website, brochures, presentations, catalogues, simulators, publications) are provided for general information purposes and do not constitute an offer to contract, save for Service pages bearing a price and a payment link, which constitute an offer to contract on the terms they set out and within the limits of Article 6.3; they do not determine the content of the Parties' obligations, which are set solely by the Quote and these Conditions. They do, however, bind Sorva under its pre-contractual duty to inform, from which these Conditions do not derogate, in accordance with Article 1112-1 of the French Civil Code. The fee ranges published at sorvatrade.com/tarifs bind Sorva as ranges, save for a particular circumstance stated and justified in the Quote. The results of the landed-cost simulator are orders of magnitude, shown online together with their margin of uncertainty, and constitute neither a quote nor a price commitment. The pricing schedule attached to the Quote (Article 6.3), together with the precise, quantified and decisive undertakings expressly restated in the Quote or the Special Conditions, are excepted and are contractual.

For Orders falling under Article 23, the Service page, the order summary page and the payment confirmation page are contractual documents and take, in the hierarchy set out in the first paragraph, the rank of the accepted Quote.

2.7 Negotiable Special Conditions. The Special Conditions of the Quote may be negotiated and adjusted between the Parties, including the payment schedule, guarantees for the return of sums paid, time limits, the level of quality control, the liability cap and warranties. They prevail over the GTC.

2.8 Tolerance. The fact that a Party does not rely on a stipulation of the GTC at a given time does not constitute a waiver of the right to rely on it subsequently.

Sorva provides the Client, with each Quote, with the Special Conditions form reproduced in Annex 4 bis. The Client indicates thereon the adjustments it wishes to make; Sorva responds thereto in writing before the Order is formed. The form, whether completed or not, is archived together with the Quote.

2.9 Partial nullity and severability. If a stipulation of these Conditions is declared void, deemed not written, or unenforceable, the other stipulations remain in full force and the Order continues. The Parties then confer in good faith to agree, for the future, on a lawful stipulation pursuing a similar purpose; failing agreement, the general law applies to the point concerned. No stipulation of these Conditions has the purpose or effect of restoring the economic effect of a stipulation that has been excluded. The power of the court to reduce or increase a penalty that is manifestly excessive or derisory, provided for in Article 1231-5 of the French Civil Code, is not affected by any stipulation of these Conditions.

2.10 Electronic contract. In accordance with the second paragraph of Article 1127-3 of the French Civil Code, the Parties, both being professionals, derogate from points 1° to 5° of Article 1127-1 and from the first two paragraphs of Article 1127-2 of the same Code for Orders concluded by electronic means. In all cases, Sorva makes these GTC available to the Client, before the Order, in a form allowing them to be stored and reproduced, and sends the Client a copy in PDF format together with the Quote. This derogation does not apply to Orders falling under Article 22.

2.11 Assignment, change of control, insolvency proceedings and disappearance of a Party.

(a) No Party may assign an Order without the other's written consent.

(b) By way of exception, Sorva may assign an Order to a company that it controls or that controls it, established in a Member State of the European Union, provided that it notifies the Client thirty (30) days in advance and remains jointly and severally liable for performance of the Order and any resulting refunds. No Order may be assigned to a company established outside the European Union, nor to the subsidiary referred to in Article 16.

(c) In the event of a transfer of the business, merger, contribution, demerger, or change of control of the Client, the Client undertakes to procure that its successor adheres to these Conditions, in particular Articles 10 and 11, and informs Sorva in writing within fifteen (15) days.

(d) The opening of safeguard, receivership or judicial liquidation proceedings against a Party does not of itself terminate or rescind the Order. The Party concerned informs the other in writing within five (5) Business Days. Sorva may then make any new Order conditional on payment in full in advance and assert its rights over Goods that remain its property under the conditions of Article A4, as well as the lien under Article 3.3 in Mode B.

(e) In the event of the death, incapacity, dissolution or cessation of business of the Client, the Order continues with its successors, its representative or its liquidator where they express the wish to do so in writing within thirty (30) days; failing that, either Party may terminate it in writing, Article 9.1 applying where the order has not been placed with the Supplier and Article 9.2 applying otherwise. In Mode B, the mandate ends under the conditions of Article 2003 of the French Civil Code; Sorva returns unused funds and documents within fifteen (15) days.

2.12 Severability of deliveries. Where the Quote provides for several items of Goods or several shipments, non-performance affecting one of them gives rise to the remedies under these Conditions only for the part concerned, except where such non-performance deprives the remainder of the Order of its usefulness to the Client, which is assessed by reference to the use stated in the Quote or, failing such a statement, the use normally expected of Goods of that nature. This paragraph relates solely to the severability of remedies and does not alter the conformity reference framework defined in Articles 5 and A6.

Article 3 · The four Modes of Engagement

3.1 Choice of Mode. Each Quote designates the Mode applicable to the Order. A single Quote may fall under only one Mode for the same item of Goods. The Client chooses the Mode with knowledge of the consequences described in this Article, in the corresponding Title and in Annex 3, which is provided to it with the Quote; the Quote includes, in the acceptance area, a separate statement by which the Client acknowledges the Mode selected and declares that it has understood its consequences.

The designated Mode expresses the common intention of the Parties and determines their respective obligations; it does not preclude the characterisation that a court would give to the facts.

Failing designation in the Quote, the Order is governed by the Mode whose obligations most closely resemble those actually agreed and performed; failing that, an Order bearing a total price for delivered Goods falls under Mode A, and an Order bearing fees falls under Mode D.

3.2 Mode A · Trading (Title II). Sorva purchases the Goods in its own name and on its own account from the Supplier of its choice, becomes owner of them, and resells them to the Client at a total, fixed price, adjustable only in the cases and within the limits set out in Article 6.4, delivered to the place agreed in accordance with the Incoterm stated in the Quote. Sorva is the Client's seller and assumes towards it the seller's obligations defined in Title II.

Under Mode A: - the price is a total price; it is not broken down and is not indexed to Sorva's purchase price; Sorva freely sets its resale price and is not required to account for its dealings, nor to disclose its purchase invoices, discounts, or terms with the Supplier; - Sorva receives no commission, no fee and no percentage calculated on the Value of the Goods or on the price paid to the Supplier from the Client; its remuneration is included in the sale price and is not shown as a separate line item; - Sorva receives no remuneration from any third party in respect of the Order, other than through its own purchasing terms with the Supplier; - Sorva becomes owner of the Goods, insures them during transport under the conditions of Article A4.4, and bears the transport risk under the conditions of Article A4, the risk of Supplier Default under the conditions of Article A7, the conformity warranty under the conditions of Article A6, and the risk of variation in the purchase price and the exchange rate up to the thresholds set out in Article 6.4, beyond which the price is adjusted under the conditions and safeguards of that Article; - Sorva freely chooses the Supplier and may change it under the conditions of Article A1.1; where the Client requires a specifically named Supplier, Article A1.3 applies; - the Client has no contractual relationship with the Supplier and no right of oversight over Sorva's purchasing terms; payment on Order provided for in Article 8.1 does not alter this characterisation or this allocation of risk.

Commission-based remuneration, expressed as a percentage of the Value of the Goods or of the value of orders, is specific to Modes B and C and does not exist in Mode A.

3.3 Mode B · Purchasing Mandate (Title III). Sorva purchases the Goods in the name and on behalf of the Client, as agent (mandatary) within the meaning of Articles 1984 et seq. of the French Civil Code, under a written purchasing mandate whose minimum particulars appear in Annex 13. The Supplier's invoice is issued in the Client's name or expressly states its company name and contact details. The Client is the buyer, owner and importer of the Goods; it bears the economic risk of the transaction and advances the funds; Article A7 does not apply to Mode B. Sorva invoices the Client only for its fees; the sums it calls for in order to pay the Supplier do not form part of its turnover. It accounts for its management under the conditions of Article B2.4 and passes on to the Client any discount or benefit obtained from the Supplier. Where a Supplier refuses to contract or to invoice in the Client's name, the exceptional regime of Article B1.5 applies.

The Goods do not form part of Sorva's assets, Sorva holding them on behalf of the Client. Sorva stipulates in the contract concluded with the Supplier that the Goods are acquired on behalf of the Client, and provides the Client with the order acknowledgement and the Supplier's invoice mentioning the Order. Where the Client so requests, Sorva has its name shown on the transport documents, to the extent that the Supplier and the carrier agree. Sorva does not guarantee the effects of this stipulation as against third parties subject to a foreign law.

In accordance with Article L132-2 of the French Commercial Code, Sorva has a lien over the value of the Goods and over the documents relating thereto, for all its claims against the Client for fees, advances and costs; on that basis it may withhold the original documents, in particular the transport document, the packing list and the certificates, until payment in full.

3.4 Mode C · Brokerage (Title IV). The Client purchases the Goods from the Supplier, pays it directly and imports them in its own name. Sorva identifies, introduces, and conducts commercial discussions with the Supplier without authority to bind the Client, coordinates, and, on express instruction, monitors. It is not permanently entrusted with either negotiating or concluding contracts in the name and on behalf of the Client within the meaning of Article L134-1 of the French Commercial Code. Sorva is not a party to the contract of sale concluded between the Client and the Supplier and does not guarantee its performance, conformity, or payment. It is remunerated by fees or a commission shown in the Quote. In accordance with Article L131-11 of the French Commercial Code, Sorva informs the Client and the Supplier in writing of any personal interest it may have in the matter.

3.5 Mode D · Services (Title V). Sorva provides services and Deliverables: studies, pre-sourcing files, catalogues, content, photographs, websites, operational and administrative support. Sorva provides no legal advice and drafts no legal instruments on behalf of others. Where a legal, tax, customs or regulatory question calls for advice, Sorva refrains from making any recommendation on that point and refers the Client to a duly qualified professional; performance of the other aspects of the Service is not affected thereby.

3.6 What Sorva does not carry on. Whatever the Mode, Sorva does not carry on the activities of a carrier, freight forwarder (French "commissionnaire de transport"), forwarding agent, customs representative, insurer, lawyer, industrial property attorney, or conformity assessment body, and never holds itself out as such. Where such an operator is involved, it acts on its own account or on behalf of the Client, as provided by the applicable Title.

3.7 Summary table. Annex 3 summarises, for each Mode and each Incoterm, who is the owner, who is the importer, who bears the risks, who is answerable for conformity, and who pays whom. In the event of contradiction between Annex 3 and the body of the GTC, the body of the GTC prevails, except for particulars appearing only in Annex 3, which form an integral part of these Conditions.

Article 4 · Quote, formation and modification of the Order

4.1 Quote. Every Order is preceded by a written Quote from Sorva, drawn up on the basis of the Specifications and the information provided by the Client. The Quote states at least: the Mode, the description of the Goods or Services, the quantities, the price excluding VAT and the applicable VAT, the Incoterm and the place of delivery where applicable, the status of importer within the meaning of Article 13.1 and the Party having the status of producer within the meaning of Article 13.3, the anticipated schedule, the payment terms, the quality control options selected, the period of validity, the version of the GTC applicable and, where applicable, the existence of a business introducer under the conditions of Article 4.7.

The Quote includes the Client's declaration as to its headcount, the relationship between the subject matter of the Order and its main activity, whether or not it is acting for professional purposes within the meaning of Article 2.2 bis, and any resale of the Goods to consumers.

The Quote states, above the signature area, that the payment schedule, guarantees for the return of sums paid, time limits, the level of quality control, the liability cap and the warranties may be adjusted in the Special Conditions, and it reproduces the form in Annex 4 bis. Where the price excluding VAT of an Order under Mode A exceeds ten thousand (10,000) euros, the Quote additionally states, in the same place and without the Client having to request it, that the Client may opt for a payment schedule, a bank guarantee for the return of sums paid, or the use of an escrow account, and specifies the conditions and price thereof.

Unless otherwise stated, a Quote is valid for thirty (30) days from its issuance; after that period, it lapses and any Order requires a new Quote to be issued. Acceptance of a lapsed Quote constitutes a new offer from the Client; it binds Sorva only after written confirmation from Sorva within five (5) Business Days, and any sum received is returned under the conditions of Article 4.4 bis if no such confirmation is given.

4.1 bis Additional particulars for Orders falling under Article 22. Where the Order may fall under Article 22, the Quote additionally states, before signature and on a Durable Medium: the total price including VAT, all costs included;

the deadline by which Sorva undertakes to deliver the Goods or perform the Services; the existence, conditions, time limit and arrangements for exercising the right of withdrawal, together with the standard withdrawal form set out in Annex 8; the estimated cost of returning the Goods; Sorva's identity and contact details and the arrangements for handling complaints; and, in prominent characters, the statement: "No payment and no consideration, in any form whatsoever, will be requested or accepted before ……………, the eighth day following formation of the Order."

A dated copy of the Quote and of these GTC, signed by both Parties, is provided to the Client at the time the Order is formed, on paper or, with its express agreement, on another Durable Medium.

4.2 Formation. The Order is formed on the date on which the Client's acceptance of the Quote reaches Sorva, that date being the one shown in the signature log of the platform designated by Sorva or, failing that, the date of receipt of the e-mail of acceptance. In accordance with Article 1121 of the French Civil Code, the Order is deemed formed at the place where the acceptance was received, namely Sorva's registered office. Sorva acknowledges receipt of the acceptance in writing within two (2) Business Days; this acknowledgement states the date the Order was formed and, where Article 22 applies, the date from which payment may be received.

Acceptance is expressed by electronic signature of the Quote on the platform designated by Sorva, by returning the signed Quote, or by any clear and unambiguous written acceptance from the Client referring to the Quote and to the edition of the GTC that it identifies.

Sorva acknowledges receipt thereof without undue delay, by a written communication stating the Quote reference, the Mode, the price, the applicable edition of the GTC and the date of formation; the Client has three (3) Business Days to dispute this acknowledgement in writing.

An order from the Client that departs from the Quote constitutes a new offer, which Sorva is free to accept or refuse in writing.

4.2 bis Signatory's authority, identity verification, payment without acceptance. The Client warrants that the person accepting the Quote has the authority to bind it and provides Sorva, on request, with evidence of that authority; it undertakes to procure ratification of an acceptance given by an employee or agent. Sorva may make the formation of an Order conditional on verification of the signatory's identity by a means distinct from that by which the Quote was sent, in particular by a code sent to a telephone number provided by the Client; it carries out this verification for any Order whose price excluding VAT exceeds twenty thousand (20,000) euros.

A payment received without acceptance of the Quote in the manner set out in Article 4.2 does not form the Order. Sorva then incurs no expenditure and, within ten (10) Business Days of receipt of the funds, either confirms the Order in writing, stating the Quote reference and the applicable edition of the GTC, payment of the price together with the absence of a written objection from the Client within five (5) Business Days then constituting clear and unambiguous acceptance within the meaning of Article 4.2, or returns the sums received in full under the conditions of Article 4.4 bis.

4.3 Effect of payment and Sorva's corresponding undertakings. The payment provided for in Article 8 is not a condition of formation of the Order but a condition of its performance: Sorva incurs no expenditure, places no order with the Supplier and begins no Service before actual receipt of the sums due on the Order, and this delay may not be held against Sorva nor constitute a delay attributable to Sorva.

Under Mode A, Article 8.2 sets out Sorva's undertakings in consideration for payment on Order.

Under Modes B, C and D, Sorva begins the engagement within ten (10) Business Days of receipt of the funds and delivers the first Deliverable or the first progress report identified in the Quote within the time limit stated therein or, failing such a statement, within thirty (30) days of receipt of the funds. Failing that, and after a Formal Notice has remained without effect for fifteen (15) days, the Client may terminate the engagement in writing; Sorva returns to it, under the conditions of Article 4.4 bis, the fees received less only the work actually performed and evidenced, and the fees received in full where no work has been performed.

Failing receipt of the sums due on the Order within thirty (30) days of its formation, despite a Formal Notice that has remained without effect for fifteen (15) days, the Order automatically lapses; Sorva informs the Client thereof in writing and may invoice it only for costs incurred on its instructions and evidenced.

4.4 Refusal and termination of the Order by Sorva. Sorva may refuse an Order or, after it has been formed, terminate it, by informing the Client in writing, in the following cases:

(a) impossibility of supply established before Production Launch, resulting from an event external to Sorva and not from a change in the Supplier's price or commercial terms, which falls exclusively under Article 6.4;

(b) Goods whose manufacture, export, import or marketing is prohibited, subject to an authorisation not obtained, or contrary to international sanctions rules and export control rules;

(c) doubt as to the conformity or safety of the Goods, based on an objective element that Sorva discloses to the Client;

(d) inaccurate or incomplete information from the Client on a matter that conditions performance, in particular its activity, the use of the Goods, its status as importer, or whether it is acting for professional purposes within the meaning of Article 2.2 bis, correction of which has been requested in writing without result;

(e) an objective element giving rise to suspicion of fraud, in particular wire transfer fraud or identity theft; the implementation of an asset-freezing measure or international sanctions targeting the Client, its director, or its beneficial owner; or payment from a third party not justified under the conditions of Article 8.5.

Sorva gives reasons for its decision in writing, stating the element relied upon, and returns all sums paid under the conditions of Article 4.4 bis.

Where termination of the Order occurs after Production Launch for a reason falling under (a) or (c), Sorva bears the costs already incurred with the Supplier, which it does not re-invoice to the Client, and additionally reimburses the Client for the evidenced costs it has incurred to no avail.

Where the reason relied upon proves unfounded, the termination is governed by Article 4.5, without prejudice to compensation for any further loss the Client may establish, within the limit of Article 14.2.

4.4 bis Single regime for refunds owed by Sorva. Any sum that Sorva must refund to the Client under these Conditions is paid within fifteen (15) days of the event giving rise to it, to the bank account from which payment was received or to any other account in the Client's name that it designates in writing. By way of exception, the time limit is fourteen (14) days for refunds following withdrawal exercised under Article 22, and thirty (30) days where the refund is conditional on the prior return of Goods already delivered.

Failing refund within the applicable time limit, the sum automatically bears interest at the statutory interest rate from the expiry of that time limit. After a Formal Notice has remained without effect for eight (8) days, the rate is increased to three (3) times the statutory interest rate and a fixed indemnity of forty (40) euros is due to the Client, on the same terms as those provided for in Article 8.6 for the benefit of Sorva.

4.5 Termination of the Order by Sorva outside these cases. Where Sorva terminates an Order that has been formed for a reason other than those set out in Article 4.4, an event under Article 15, or a breach by the Client within the meaning of Article 9.3, it returns all sums paid under the conditions of Article 4.4 bis and pays the Client a fixed indemnity equal to fifteen per cent (15 %) of the basis defined below, as a penalty clause (liquidated damages) within the meaning of Article 1231-5 of the French Civil Code.

The basis is, under Mode A, the total price excluding VAT shown in the Quote, less transport costs, insurance and duties and taxes where identified therein, and, under Modes B, C and D, the amount excluding VAT of the fees and commissions provided for in the Quote for the engagement concerned.

This indemnity is set off against any compensation subsequently due. It does not preclude compensation for any greater loss the Client may establish, within the limit of Article 14.2, nor the power of the court to reduce or increase the penalty.

Articles B4.3, C1.4 and D4.2 govern the termination of engagements performed on a continuing basis under Modes B, C and D and remain applicable; Article 12.2 refers back to this Article under the conditions it sets out.

4.6 Modification of the Order. Any request for modification from the Client (quantity, specification, place of delivery, schedule) is sent in writing. Sorva states in writing, within five (5) Business Days, whether the modification is possible, at what price, and within what time limit; the modification takes effect only after written acceptance by both Parties by way of an amendment to the Quote.

Failing a response from Sorva within that time limit, the request is deemed refused and the Order continues in accordance with the Quote. If Sorva still fails to respond within five (5) Business Days of a Formal Notice, the Client may, provided that manufacture has not begun, rescind the Order in writing without compensation and obtain a refund of the sums paid under the conditions of Article 4.4 bis, less only costs incurred on its instructions and evidenced.

A modification requested after validation of the Validation Sheet or after Production Launch may be refused. Where it is accepted, it gives rise to a price supplement covering the costs of suspension, resumption, scrapping and rescheduling actually incurred and evidenced, together with a postponement of the schedule that does not constitute a delay attributable to Sorva. Goods, materials and items rendered unusable as a result of the Client's request remain at its expense.

4.7 Business introducers.

(a) Sorva may be introduced to the Client by independent business introducers. These are neither employees, commercial agents, nor representatives of Sorva; they do not act in its name, have no authority to bind it, and are not authorised to collect a signature, to receive payment, or to issue a quote.

(b) As soon as the introduction is made, Sorva provides the Client, on a Durable Medium, with a notice stating the introducer's name, its status as an independent party, the absence of any power of representation, the fact that it receives remuneration from Sorva, and the address at which the Client may have any information received verified. Sorva prohibits its introducers from using its name, brand identity, e-mail address or document templates other than to present this notice and the marketing material it provides to them.

(c) No price, time limit, availability, specification or warranty announced by a business introducer constitutes a contractual undertaking of Sorva; only the Quote issued by Sorva and these Conditions determine the Parties' obligations. This stipulation does not preclude either the annulment of the Order for fraud, or compensation for loss caused to the Client by false or misleading information provided by a business introducer, within the limit of Article 14.2, nor the application of the provisions relating to misleading commercial practices. Where the notice provided for in (b) was not provided to the Client before the Order was formed, Sorva may not rely against it on the first sentence of this (c).

(d) The application of Article 22 to Orders solicited through a business introducer who has met the Client is a measure intended to safeguard the Client's rights; it does not entail recognition of any power of representation or any mandate on the part of the introducer.

(e) The Client informs Sorva if a business introducer is its employee, director, member, or agent, and undertakes not to grant it any benefit with a view to directing an Order. Sorva verifies this status before any introduction and, where applicable, suspends payment of any remuneration to that introducer and informs the Client thereof in writing. An inaccurate statement by the Client constitutes a breach within the meaning of Article 9.3. No introduction commission is paid by Sorva to a person having such status, save with the prior, specific, written authorisation of the Client's competent body stating the nature and amount of the commission; Article 19.1 applies. Article 22.6 applies to in-person meetings between a business introducer and a Client.

(f) Under Modes B and C, Sorva states in the Quote the existence of a business introducer and the amount or basis of calculation of its remuneration. This remuneration is borne by Sorva out of its own fees; it does not increase either the price paid to the Supplier or the costs re-invoiced to the Client. Under Mode A, where Sorva sells on its own account, the introducer's remuneration is included in the sale price and is not the subject of any separate disclosure.

(g) Business introducers are bound, under their contract with Sorva, by the confidentiality obligations of Article 10 and the prohibition set out in Article 11.

Article 5 · Specifications, Validation Sheet and cooperation

5.1 Specifications provided by the Client. The Client warrants the accuracy, completeness and suitability for the intended use of the specifications, dimensions, quantities, drawings, models, photographs, logos, files and instructions it provides. It indemnifies Sorva, under the conditions and within the limits of Article 12.5, against the consequences of an inaccurate or incomplete specification it has provided, or one infringing a third party's rights. The Client's validation of a document drawn up by Sorva, in particular the Validation Sheet, does not transfer to it responsibility for the content of that document. Sorva remains bound by the duty to inform and advise imposed on it by law, under the conditions of Article 5.2, from which these Conditions do not and may not derogate. Where the Client has itself designated or chosen the Supplier, it may not hold Sorva responsible for that choice or its consequences, provided that Sorva communicated to it in writing, before the Order, the reservations called for by that choice, or recorded in writing that none were called for; Article A1.3 applies.

5.2 Sorva's duty to inform and advise. Before the Quote is issued, Sorva questions the Client in writing on the use for which it intends the Goods, the market and country of destination, any resale to consumers, the conditions of installation and operation, the rights it holds over the items it provides, and the regulatory constraints specific to its activity; it keeps a record of these exchanges. It notifies the Client in writing of any inconsistency, any technical difficulty and any risk of unsuitability for the intended use or of regulatory non-conformity of which it is aware or which a reasonably diligent professional seller of the category of Goods concerned, where the Order falls under Mode A, or a reasonably diligent sourcing professional under the other Modes, would have detected in its place.

These points requiring attention are recorded, before the Quote is accepted, in a dated warning notice attached to the Quote and restated in the Validation Sheet, which states the Client's decision on each of them. Where there is no point requiring attention, the notice bears the statement "no point requiring attention identified." The notice also states, where applicable, the Client's failure to respond to a question from Sorva, or the incomplete nature of its response. The Client's signature on the notice establishes its delivery and its date; this stipulation does not constitute an irrebuttable presumption within the meaning of Article 1356 of the French Civil Code and does not limit Sorva's duty to inform.

The extent of this duty takes into account the Client's expertise, which the Client states in the Quote, as to whether it habitually imports or purchases products of the kind ordered. This statement gives rise only to a rebuttable presumption; the Client's expertise is assessed by reference to the activity it actually carries on for the category of Goods concerned. This duty does not transfer to Sorva responsibility for the Client's choices, the Client alone deciding whether to maintain, modify or abandon its request once informed.

5.3 Validation Sheet.

Purpose and time limit for submission. For any Goods manufactured, customised, marked or configured according to the Client's instructions, and for any Goods whose appearance (colour, finish, material) or dimensions are material, Sorva submits a Validation Sheet to the Client before Production Launch. A Client who considers a characteristic to be material states so in the Quote; Sorva then draws up a Validation Sheet. Sorva submits the Validation Sheet to the Client within ten (10) Business Days of receipt of the sums due on the Order, or within the longer time limit stated in the Quote where the Goods require development, a sample or a print proof. Failing submission within that time limit, the Client may give Sorva Formal Notice to submit it within fifteen (15) days; failing that, it may cancel the Order in writing and obtain a full refund of the sums paid within fifteen (15) days, free of charge, plus interest at the statutory rate from its request for a refund.

Validation by the Client. The Client validates the Sheet, requests its amendment, or refuses it in writing within the time limit stated in the Quote, or failing that within five (5) Business Days of its submission by Sorva. The Client's silence suspends the Order and the schedule; it does not constitute validation. Failing validation, a request for amendment, or a written refusal within thirty (30) days following a written Formal Notice from Sorva expressly stating that, in the absence of a response within that time limit, Sorva will be entitled to rescind the Order, Sorva may rescind the Order in writing; Article 9.1 applies. Validation of the Validation Sheet is irrevocable; any subsequent request for amendment falls under Article 4.6 and, after the order has been placed with the Supplier or Production Launch has occurred, under Article 9.2.

Price update. Where validation occurs more than thirty (30) days after submission of the Sheet for a reason attributable to the Client, Sorva may, before placing the order with the Supplier, update the price under the conditions of Article 6.4, the thresholds in cases (a) and (b) then being assessed between the date the Quote was issued and the date of actual validation; the Client retains the option to accept or to rescind provided for in that Article.

Scope of the Validation Sheet. The Validation Sheet, the reference sample it identifies, and the photographs annexed to it constitute the contractual reference for conformity of the Goods for the characteristics it addresses, to the exclusion, for those characteristics only, of any other sample, photograph, rendering, verbal description, or earlier document that it expressly and specifically excludes. For everything it does not address, the Specifications and the Quote remain contractual; in the event of contradiction, Article 2.6 applies. Sorva draws up the Sheet on the basis of the Specifications and the use stated by the Client; an omission from the Sheet attributable to Sorva does not benefit it. The Client checks the Sheet before validating it and notes any omission; a Sheet validated without reservation is conclusive evidence, within its scope, of the Parties' agreement on the characteristics it addresses. This reference is without prejudice to the obligation to deliver conforming Goods, the statutory warranty against latent defects, the safety of the Goods, and the mandatory regulatory requirements applicable to their category, from which the Validation Sheet may not derogate.

In the absence of a Validation Sheet. Where no Validation Sheet is drawn up, conformity is assessed by reference to the Quote, the Specifications, the sample provided to the Client, and the photographs of the proposed product provided by Sorva before the Order, within the tolerances of Article 5.4. Sorva may not rely on the absence of a Validation Sheet where it was responsible for drawing one up.

5.4 Tolerances. A Client requiring a particular tolerance shall have it recorded, in numerical form, on the Validation Sheet; Sorva may take it into account in the price. Failing a numerical tolerance recorded on the Validation Sheet, the default tolerances in Annex 6 apply; these set, for each family of Goods, the permitted dimensional variance, the permitted colour variance by reference to a colour chart or an objective assessment scale, and the permitted variations in weight per unit area, weight, and quantity. Where noted on the Validation Sheet, variations inherent to natural materials (wood, leather, stone, fibres) and differences in rendering between a screen, a print and the Goods do not constitute a lack of conformity; failing a note on the Sheet, such variations are permitted only within the limits of the tolerances in Annex 6.

5.5 Photographs, renderings and samples. Contractual, within the tolerances of Article 5.4, are the physical sample provided by Sorva to the Client before the Order and the photograph of the product actually offered that Sorva provided to it for the purposes of the Order, except where the Validation Sheet expressly and specifically excludes them and states what replaces them. A Client who bases its Order on a specific photograph shall notify Sorva, which annexes it to the Validation Sheet. The following remain indicative and without contractual value: computer-generated images, renderings, simulations and mood shots; photographs and documents from a Supplier's or third party's catalogue, platform or minisite, which Sorva forwards by way of proposal; and photographs of a different reference, colour, finish or configuration from the one ordered. Article 2.6 applies to Sorva's marketing documents.

5.6 Cooperation and mutual information. Each Party undertakes to cooperate in good faith in the performance of the Order. The Client provides the necessary information, documents, access, decisions and validations in good time; it informs Sorva without delay of any element liable to affect the Order (use, regulations specific to its activity, place of delivery, access constraints). Sorva informs the Client without delay, and at the latest within five (5) Business Days of becoming aware of it, of any event affecting conformity, the schedule, or the price.

The time limits imposed on Sorva are suspended under the conditions of Article 7.2 during any delay by the Client in providing information or validation necessary for the current stage, and during any delay in paying an undisputed sum due. A sum is deemed undisputed where the Client has not sent Sorva, within ten (10) Business Days of receipt of the invoice, a reasoned written objection based on a serious ground.

Sorva's failure to give notice within the five (5) Business Day time limit deprives it of the right to invoke, for the period preceding actual notice, suspension of the schedule on account of the unreported event.

5.7 Acknowledgement of information. The Client acknowledges having been informed, before the Order, of the following matters, which are material to its consent: - the Goods are manufactured or acquired outside the European Union and shipped from the country of manufacture, with no intermediate stock held by Sorva; - the time observed, on comparable previous Orders, between the starting point defined in Article 7.2 and delivery has been of the order of twelve (12) to fourteen (14) weeks; this indication is a statistical figure based on experience, provided for information purposes, which constitutes neither an agreed time limit, nor a term within the meaning of Articles 1610 and 1611 of the French Civil Code, nor a delivery date, nor an undertaking by Sorva; the time limit applicable to the Order is the anticipated time limit quantified in the Quote, then, once notified or established, the confirmed delivery window under Article 7.3, which alone may be relied upon against Sorva; - the time limit depends on links that Sorva does not directly control (international transport, customs formalities, authorities); default by the Supplier chosen by Sorva is not one of these and falls under Article A7; - the identity of the importer and responsibility for formalities, duties and taxes depend on the Mode and Incoterm chosen; - Goods placed on the European Union market must satisfy the safety, conformity and labelling requirements applicable to their category and to the use made of them; - quality control is carried out only to the extent provided for in the Quote; - under Mode A, the price is payable in full on Order; the sums paid are allocated to the Order and are used, in particular, to pay the Supplier, transport and formalities, under the conditions of Article 8.2. The Client has been informed that it may request, in the Special Conditions, a payment schedule, a bank guarantee for the return of sums paid, or the use of an escrow account, the conditions and price of which Sorva states in the Quote, and it declares that it has chosen: □ none of these arrangements □ a payment schedule □ a repayment bank guarantee □ an escrow account; - the consideration for payment on Order is that set out in Articles 8.2 and 14.1, in particular the undertaking to place the order with the Supplier within ten (10) Business Days, Sorva's bearing of the risk of Supplier Default (Article A7), insurance of the Goods during transport (Article A4.4), and the delay indemnity under Article 7.5.

5.8 Inaccurate information from the Client and correction. Where the price, the anticipated time limit, the Mode of Engagement, the Incoterm, the tax regime, or the status of importer were determined on the basis of inaccurate or incomplete information provided by the Client, Sorva may, at any time and on production of supporting evidence, correct the price and the schedule to the extent of the direct consequence of that information. Sorva notifies the correction in writing, stating the information in question and its quantified impact. The Client has ten (10) Business Days to accept the correction or to rescind the Order in writing; in the event of rescission, the sums paid are refunded to it within fifteen (15) days, less costs incurred in respect of the Order and evidenced. Costs incurred to no avail as a result of the inaccurate information, and the costs referred to in Article 6.5, remain at the Client's expense, and the corresponding time is not attributable to Sorva within the meaning of Article 7.5. This Article applies without prejudice to Articles 4.4, 9.3 and 12.5.

Article 6 · Price

6.1 Currency and taxes. Prices are expressed in euros and exclusive of VAT. VAT and any applicable tax are added at the rate and as at the date on which they become due, as determined by the regulations applicable to the transaction, where applicable on receipt of funds for deposit invoices; the usual regimes are summarised in Annex 7. Where the applicable rate changes between the deposit and the balance, the difference is adjusted on the balance invoice; this adjustment is not a price revision within the meaning of Article 6.4 and does not give rise to any right of rescission. For a Client established in another Member State of the European Union or outside the European Union, the Client provides its VAT identification number and any necessary supporting document; it is responsible for its own reporting obligations and indemnifies Sorva against any consequence of inaccurate information, under the conditions and within the limits of Article 12.5.

6.2 Content of the price according to the Mode. Under Mode A, the price is total, fixed and final; it includes the Goods, their export packaging and, depending on the Incoterm, transport, transport insurance and, under DDP, import duties and taxes; it is not broken down and requires no justification of Sorva's purchase costs. Under Modes B, C and D, the Quote distinguishes Sorva's fees, costs re-invoiced euro for euro, and, where applicable, funds called for on behalf of the Client.

Anything not mentioned in the Quote is not included, except for the accessories of the thing sold within the meaning of Article 1615 of the French Civil Code and the documents, instructions, markings, labels and safety information that the regulations and Articles 13 and A8.5 place on Sorva, which are included in the price.

Where the Quote does not include the indication provided for in the third paragraph of Article 6.3, any stipulation of these Conditions referring to the price of the Goods excluding VAT means the price of the Order excluding VAT.

6.3 Method for determining the price. Each Order is drawn up on a bespoke Quote, based on the Specifications, the quantities, the Incoterm, the place of delivery, and market conditions as at the date of the Quote; Sorva does not maintain a catalogue of fixed unit prices, save for Mode D Services whose unit price is displayed on sorvatrade.com and governed by the last paragraph of this article.

Under Modes B, C and D, Sorva's fees are determined according to the following method, which forms part of these Conditions: an initial scoping fee of one thousand five hundred (1,500) to three thousand five hundred (3,500) euros excluding VAT, depending on the number of product families, factories consulted, and samples; monthly follow-up fees of six hundred and ninety (690) to one thousand nine hundred (1,900) euros excluding VAT, depending on the number of Orders followed simultaneously and the level of follow-up; a success commission of six (6) to twelve (12) per cent of the Value of the Goods, depending on the amount of the Order and the nature of the Services; or any combination of these elements stated in the Quote. The pricing schedule in force, dated and identified by a version number, is published at sorvatrade.com/tarifs, provided on a Durable Medium to any professional buyer who requests it, and attached to and archived with the Quote. Only the version attached to the Quote governs the Order; earlier versions are retained and provided on request.

Under Mode A, the price is a total resale price, fixed and final, delivered to the place agreed in accordance with the Incoterm stated in the Quote; it is neither broken down, nor indexed to Sorva's purchase price (Article A1.2). The Quote nevertheless states, solely to render determinable the stipulations of these Conditions that refer to it, the value of the Goods excluding VAT, the amount of transport and insurance and, under DDP, the amount of import duties and taxes; this disclosure does not constitute the breakdown excluded by Article A1.2 and reveals neither the purchase price paid to the Supplier nor Sorva's margin.

Any price reductions are exclusively those shown in the Quote; no discount, rebate, allowance or early-payment discount is granted other than by an express statement in the Quote or, for Orders falling under Article 23, other than the discounts displayed in the order summary under the conditions of the following paragraph.

Displayed prices, duration of the offer and discounts for Orders falling under Article 23. The prices displayed on sorvatrade.com are expressed in euros and exclusive of VAT; the applicable tax is calculated and displayed before payment according to the regime determined in accordance with Annex 7. They constitute an offer to contract valid until the date stated on the page and, failing any such statement, until it is amended online. A change of price affects no Order already formed.

The statement "launch price" is accompanied by the date until which it applies, namely 31 December 2026 save for a different date displayed on the page; from that date, the price displayed is the catalogue price. Sorva may not rely on an expired launch price to increase the price of an Order formed before its expiry.

The discounts granted by reason of the number of Services selected within a single Order are exclusively those displayed in the order summary, namely ten per cent (10 %) for three stages selected, twenty per cent (20 %) for five stages selected and thirty per cent (30 %) for the entire chain. They are calculated on the aggregate price excluding VAT of the Services selected and reproduced on the invoice with their rate and their basis. They are not cumulative with any other reduction. The fee ranges published at sorvatrade.com/tarifs remain applicable to engagements drawn up on a bespoke Quote, the price of which does not result from this paragraph.

6.4 Fixed price and limited revision. The price shown in the accepted Quote is fixed. It may be revised only in the following cases:

(a) a variation of more than three per cent (3 %) in the reference exchange rate published by the European Central Bank for the euro against the Supplier's settlement currency stated in the Quote, between the rate published on the Business Day preceding the date the Quote was issued and the rate published on the Business Day preceding the date the order was placed with the Supplier, both rates being reproduced in the revision notice; this case does not apply where Sorva pays the Supplier in euros; (b) a variation of more than ten per cent (10 %) in the public containerised freight index designated in the Quote together with its source, route and frequency, between the value published as at the date the Quote was issued and the value published as at the date the order was placed with the Supplier, both values and their source being reproduced in the revision notice; failing an index designated in the Quote, revision under this case is due only on production to the Client of two written, dated quotations, issued in the Client's name, from the same forwarding agent, relating to the same route and the same volume, the second being dated less than thirty (30) days after the order was placed with the Supplier; (c) the introduction, amendment or correction, by an authority, of customs duties, anti-dumping or countervailing duties, taxes, or import or export measures applicable to the Goods.

Assessment period. Cases (a) and (b) are assessed between the date the Quote was issued and the date the order was placed with the Supplier. No revision under cases (a) and (b) may be requested more than thirty (30) days after the starting point defined in Article 7.2, regardless of the actual date the order was placed with the Supplier; this time limit is extended by the duration of suspensions notified under Article 7.2 that result from an act of the Client, and Article 5.3 applies in the event of late validation of the Validation Sheet. After the order has been placed with the Supplier, the price is no longer revisable, with the sole exception of case (c) and the corrections under Article 5.8.

Assessment and reciprocity. On the day the order is placed with the Supplier, Sorva records the parameters of cases (a) and (b) and notifies the Client, within ten (10) Business Days and with supporting evidence, of the result of that assessment, whether the variation is favourable or unfavourable to the Client. Where the variation is favourable to the Client, Sorva issues a credit note for the same amount within fifteen (15) days, without the Client having to request it. Failing notification of the assessment within that time limit, no upward revision under cases (a) and (b) may thereafter be requested for the Order concerned.

Acceptance, refusal and silence. Sorva notifies the Client of the revised amount, with supporting evidence. The Client has ten (10) Business Days to accept that amount or to rescind the Order in writing. The Client's silence on expiry of that time limit does not constitute acceptance: the revision is deemed refused and the Order continues at the price stated in the Quote. Where Sorva cannot perform the Order at that price, it may terminate it in writing, returning all sums paid within fifteen (15) days, without compensation on either side; this case does not constitute termination of the Order within the meaning of Article 4.5.

Refund in the event of rescission. Where the Client rescinds the Order following a revision based on case (a) or case (b), Sorva refunds it all sums paid within fifteen (15) days, plus interest at the statutory rate from the revision notice, with no deduction whatsoever. Where the rescission follows a revision based on case (c), Sorva refunds the sums paid within fifteen (15) days, plus interest at the statutory rate from the revision notice, less only the irrecoverable costs already incurred in respect of the Order and evidenced, and the price of Goods already delivered and retained by the Client.

Excluded indices. No revision is made by reference to a general consumer price index. The only revision parameters are those, public and verifiable, designated in cases (a) and (b), and the acts of authority under case (c).

6.5 Ancillary costs. The following are invoiced in addition, with supporting evidence and at the rate stated in the Quote or, failing that, at the actual cost incurred by Sorva plus ten per cent (10 %) for administration: storage, custody, escrow, re-delivery or reinstatement costs resulting from an unjustified refusal, absence or delay by the Client; costs resulting from an address or access point not matching the Client's stated information; and demurrage, detention and warehousing costs resulting from information, a document or a formality that is the Client's responsibility.

The ten per cent (10 %) mark-up compensates for the separate administrative processing that these costs impose on Sorva: receiving and checking third-party supporting documents, liaising with the warehouse keeper, carrier or forwarding agent, reorganising delivery, advancing cash, and the accounting and tax processing of the re-invoicing.

The ten per cent (10 %) mark-up applies only to Orders under Mode A. Under Modes B, C and D, costs are re-invoiced at actual cost, with supporting evidence, without any mark-up or margin whatsoever, in accordance with Article 6.2. It never applies to demurrage, detention, warehousing or customs clearance costs resulting from a retention exercised by Sorva under Article B2.5.

None of these costs is due where the Client's refusal is based on non-conformity or damage subsequently established, even in part; where the refusal is well founded only in part, the costs are apportioned in proportion to the non-conforming part.

Modifications requested by the Client and control services are invoiced under the conditions of Articles 4.6 and A2.4 and do not fall under this Article. Goods that the Client fails to collect fall under Article 6.6.

6.6 Goods not collected by the Client.

Formal Notice to the Client. Where the Client fails to take delivery of the Goods at the place and on the date agreed, Sorva gives it Formal Notice in writing to accept delivery or to allow performance thereof, in accordance with Article 1345 of the French Civil Code. This Formal Notice stops the running of any interest owed by Sorva and places the risk in the thing at the Client's expense, if not already borne by it. The costs of the Formal Notice, storage, custody and escrow are borne by the Client, in accordance with Article 1345-3 of the French Civil Code and Article 6.5 of these Conditions.

Escrow and release. If the obstruction has not ended within two (2) months of this Formal Notice, Sorva may place the Goods in escrow with a professional custodian, at the Client's expense; the escrow, once notified to the Client, releases Sorva from its delivery obligation, in accordance with Article 1345-1 of the French Civil Code. Where escrow is impossible or too costly, Sorva may apply to the competent court for authorisation to sell the Goods privately or at public auction; after deduction of the costs of sale, the proceeds are deposited with the Caisse des dépôts et consignations to the order of the Client.

Optional mandate to sell. The Client may, at any time and in writing, give Sorva a mandate to sell the Goods on its behalf, on market terms, on condition that Sorva accounts to it for its management in accordance with Article 1993 of the French Civil Code and returns the net proceeds of the sale to it within thirty (30) days, less evidenced costs and sums remaining due. This mandate is optional and revocable; it is never inferred from mere acceptance of these Conditions.

Right of retention. Until the costs arising from holding the Goods have been paid in full, Sorva may retain them, in accordance with Articles 2286 and 1948 of the French Civil Code.

Price not paid in full. Where the price has not been paid in full, Sorva may additionally rely on Article 1657 of the French Civil Code, repossess the Goods under the retention of title provided for in Article A4.3, and resell them; the value of the repossessed property is set off, as payment, against the outstanding balance of the debt, and any surplus is refunded to the Client within thirty (30) days, in accordance with Article 2371 of the French Civil Code.

Destruction. Sorva does not destroy any Goods belonging to the Client without its prior written consent, a court decision, or a measure ordered by an authority. Where the Goods are perishable or dangerous, or where their storage presents a risk, Sorva applies to the competent court, if necessary on an urgent basis (référé), and informs the Client of that step.

Article 7 · Time limits and schedule

7.1 Nature of time limits. The time limits stated in the Quote are anticipated time limits, established in good faith on the basis of information from the Supplier, carriers and authorities. They do not, in themselves, constitute a firm undertaking by Sorva. They are replaced, once notified or established, by the confirmed delivery window under Article 7.3, which binds Sorva under the conditions of Article 7.5. No marketing document of Sorva states a firm schedule before that notification. The Special Conditions may stipulate a guaranteed delivery date and a quantified penalty accepted by Sorva; in that case they prevail over this Article.

7.2 Starting point and suspension. The schedule runs from the last of the following events: actual receipt of the sums due on the Order, written validation of the Validation Sheet, and provision by the Client of all necessary information and documents.

It is suspended, to the corresponding extent and only for the period during which progress of the Order is actually prevented: during any delay by the Client in providing information or a validation necessary for the current stage, or in paying an undisputed sum due within the meaning of Article 5.6; during the events referred to in Article 15; during official holidays in the country of manufacture stated in the Quote, and only for the portion of their duration that exceeds the portion already factored into the anticipated time limit, which is quantified in the Quote; and during any detention or inspection ordered by an authority, under the conditions of the last paragraph of Article 7.5. Where the postponement of manufacture into the holiday period in the country of manufacture results from a delay by the Client, the entire duration of that holiday period is suspended.

Notification, condition for enforceability. Sorva notifies the Client in writing of the cause, start date and anticipated duration of each suspension, at the latest five (5) Business Days after its cause arises, and of its end. A suspension notified late takes effect only from the date of notification, the earlier period continuing to count towards the time limit. However, a suspension resulting from an act of the Client, or from an event of which the Client was otherwise aware, takes effect from the date its cause arose.

Ninety-day exit. Where the cumulative duration of suspensions exceeds ninety (90) days, the Client may rescind the Order in writing. Where the suspensions result exclusively from an event under Article 15 or from an act of the Client, Article 15.3 applies. Where a suspension results from an act of Sorva, of the Supplier it has chosen, or of a service provider it has engaged, including a measure by an authority triggered by a declaration or document drawn up by or on behalf of Sorva, Article 7.5 applies and the duration of that suspension is not deducted from the delay.

7.3 Confirmed delivery window. Every Quote includes a quantified anticipated time limit, expressed in weeks from the starting point defined in Article 7.2.

As soon as the Order is confirmed by the Supplier, and at the latest forty-five (45) days after that starting point, Sorva notifies the Client in writing of a confirmed delivery window, expressed in calendar weeks, of at most four (4) weeks, whose end date may not exceed the end of the anticipated time limit in the Quote by more than three (3) weeks, nor be earlier than the manufacturing completion date provided by the Supplier plus the anticipated transit time. This window replaces the anticipated time limit for the purposes of Article 7.5.

Failing notification within the above time limit, the confirmed delivery window is deemed to consist of the two (2) weeks following the end of the anticipated time limit in the Quote, and Article 7.5 applies from that end date.

Only one confirmed delivery window is notified per Order; it may be replaced only by a later window accepted in writing by the Client. It is postponed only by a suspension notified under the conditions of Article 7.2 and resulting from a cause not attributable to Sorva, to the Supplier it has chosen, or to a service provider it has engaged. The cumulative duration of suspensions that may be relied upon against a given confirmed delivery window may not exceed forty-five (45) days, not including suspensions resulting from an act of the Client or a modification accepted under Article 4.6; beyond that, Article 7.5 applies.

7.4 Information. Sorva informs the Client of progress at key stages (order placed with the Supplier, validation of the pre-production sample where applicable, completion of manufacture, shipment, arrival, customs clearance, delivery) and, without delay and at the latest within five (5) Business Days of becoming aware of it, of any foreseeable delay, stating its cause and the new estimated date. Postponements notified in this way do not extend the time limits under Article 7.5. An event notified as a postponement under this Article may not subsequently be relied upon as a cause of suspension under Article 7.2; conversely, an event notified as a suspension under Article 7.2 whose cause proves unfounded is deemed not to have suspended the schedule.

7.5 Delay attributable to Sorva and remedies.

Scope. This Article applies to Orders under Mode A. Under Modes B, C and D, delay is governed by Articles B3.2, C1.2 and D2, Sorva's liability being engaged under the conditions of Article 14 in the event of a failure of diligence in monitoring the schedule.

Anticipated time limit. Exceeding only the anticipated time limit in the Quote, before the confirmed delivery window is notified or established, gives rise to no penalty, indemnity, or deduction.

Definition of attributable delay. Attributable to Sorva is any exceeding of the confirmed delivery window under Article 7.3 that is not covered either by a cause of suspension duly notified under the conditions of Article 7.2, or by an event under Article 15. Delay is presumed attributable to Sorva; Sorva may rebut this presumption by establishing that it results from an act of the Client, of the Supplier designated by the Client, of the carrier chosen by the Client, of a measure by an authority under the conditions of the last paragraph of this Article, or of an event under Article 15. Mere shipment of the Goods does not end the delay: only their delivery within the meaning of Article A4.1 ends it.

Fixed indemnity. Delay attributable to Sorva automatically gives rise, without any request or prior Formal Notice from the Client, to a fixed indemnity of zero point five per cent (0.5 %) per started week of delay, calculated on the price of the Goods excluding VAT as stated in the Quote or, failing such a statement, on the price of the Order excluding VAT, capped at five per cent (5 %) of that amount. It is paid in cash within thirty (30) days of delivery or of rescission, unless the Client opts in writing for a credit note.

Effect of the cap. As soon as the five per cent (5 %) cap is reached, the Client may give Sorva Formal Notice to deliver under the conditions below, without waiting for the sixty (60) day time limit to expire.

Rescission. If the delay attributable to Sorva exceeds sixty (60) days beyond the end of the confirmed delivery window, or as soon as the five per cent (5 %) cap is reached, the Client may give Sorva Formal Notice to deliver within fifteen (15) days; failing delivery within that time limit, the Client may rescind the Order in writing. Sorva then refunds it the sums paid within fifteen (15) days, less the price of Goods already delivered and retained by the Client, plus interest at the statutory rate from the first Formal Notice sent by the Client in respect of the delay. Where Sorva has failed to notify the confirmed delivery window (Article 7.3), a suspension (Article 7.2), or a foreseeable delay (Article 7.4), that interest runs from receipt of the funds, in accordance with Articles 1352-6 and 1352-7 of the French Civil Code. The fixed indemnity accrued remains due in addition.

Exclusive nature and its limits. The fixed indemnity, plus, where applicable, the refund and interest referred to above, constitutes the sole compensation due in respect of the delay. This exclusive character and the five per cent (5 %) cap do not apply in the event of fraud by Sorva, gross negligence by Sorva, or a breach by Sorva of its duties to inform and notify under Articles 5.6, 7.2, 7.3 and 7.4; in such cases, the loss is compensated under the general law, subject to Article 14.

Non-attributable delays and measures by an authority. Delays attributable to the Client, to the Supplier designated by the Client, to the carrier chosen by the Client, or to the events referred to in Article 15 are not attributable to Sorva. The same applies to delays resulting from a measure or decision of an authority, except where that measure results from a declaration, document, or omission of Sorva, its subsidiary, its forwarding agent, or its customs representative. Where the measure results from information, a document, or an instruction from the Client, the delay is not attributable to Sorva and the costs under Article 6.5 are borne by the Client. Where it results from a random check or a general measure targeting neither a specific declaration nor a specific Party, it is not attributable to either Party and suspends the schedule under the conditions of Article 7.2.

7.6 Undertakings as to a fixed date. No delay penalty, periodic penalty payment or fixed indemnity provided for in the Client's purchasing conditions is due by Sorva, save for an express written stipulation accepted by Sorva in the Special Conditions.

An undertaking by Sorva as to a fixed delivery date may result only from one of the following sources: the Special Conditions of the Quote; the confirmed delivery window under Article 7.3; or a written communication from a person authorised to bind Sorva, whose name appears on a list in the Quote, and accepted by the Client, such written communication then constituting a Special Condition within the meaning of Article 2.7.

In accordance with Articles 4.7 and 18.1, no marketing document, e-mail or message from a business introducer, and no message exchanged on an instant messaging service, constitutes an undertaking by Sorva as to a fixed delivery date.

7.7 Partial delivery, mitigation of loss and non-cumulation. Where the Order covers several items of Goods or several shipments, delivery of part constitutes delivery for that part, and the indemnity under Article 7.5 runs only on the part not delivered, except where the part not delivered renders the remainder useless with regard to the use stated by the Client in the Quote (Article 2.12).

The indemnity under Article 7.5 ceases to run from the day on which the Client refuses, without legitimate reason, a written proposal from Sorva for partial or early delivery, or fails to respond to it within five (5) Business Days.

The indemnity under Article 7.5 may not be combined either with a delay penalty stipulated in the Special Conditions, or with damages claimed in respect of the same delay; the Client shall elect one or the other.

Article 8 · Payment

8.1 Due date according to the Mode and payment dates.

(a) Orders falling under Article 22. Where the Order falls under Article 22, no payment and no consideration, in any form whatsoever, is required, requested or received before the expiry of a period of seven (7) days running from the later of the following two events: the day the Client signs the Quote, or the day the Order is formed within the meaning of Article 4.2. The acknowledgement of receipt provided for in Article 4.2 states in full the date from which payment may be accepted; this date is repeated on the deposit invoice. A Quote falling under Article 22 includes no dated payment request, no payment link, no invoice and no pro forma invoice; any sum received before that date is returned without delay and free of charge.

(b) Mode A. The price is payable in full on Order, before any order is placed with the Supplier and before Production Launch. The price shown in the Quote is set having regard to this payment and to the undertakings in Article 8.2, which form the consideration for it. The Client may request, before accepting the Quote, a payment schedule, a bank guarantee for the return of sums paid, or the use of an escrow account held by a third party; Sorva responds in writing within five (5) Business Days, any refusal being justified by an objective element relating to the Order, the Goods, or the Client's situation, and its response is archived with the file. At the Client's request, the Quote states the price applicable to a schedule of thirty per cent (30 %) on Order and seventy per cent (70 %) before shipment; this price may not exceed the price applicable to payment in full on Order by more than five per cent (5 %). For any Order of an amount exceeding fifty thousand (50,000) euros excluding VAT, the Client may require the use of an escrow account held by a third party, the cost of which is then borne by Sorva; below that amount, the cost of the escrow or guarantee requested by the Client is stated in the Quote at cost price, with no margin.

(c) Modes B, C and D. Fixed fees are payable on Order. Monthly fees are payable in advance and due on the first (1st) Business Day of each month, on an invoice issued at the latest five (5) Business Days beforehand. The success commission is due on delivery of the Goods at the place agreed or on the occurrence of the event defined in the Quote, Articles B4.2 and C2.2 derogating from this only in the cases they provide for. Funds called for on behalf of the Client under Mode B are limited to the Supplier's price under the conditions of Article B2.2 and are payable before any commitment by Sorva towards the Supplier; they do not constitute a deposit within the meaning of Article 8.3. In the event of termination of the engagement during a month, whatever the cause, monthly fees received in advance are refunded pro rata to the number of days remaining, within fifteen (15) days.

(d) Payment dates. The price payable on Order is due on receipt of the deposit invoice, issued by Sorva at the latest two (2) Business Days after the Order is formed and, for Orders falling under Article 22, at the earliest on the date mentioned in (a). Invoices with deferred payment terms are payable within thirty (30) days from their date of issue. Each invoice states the date by which payment must be made, in accordance with Article L441-9 of the French Commercial Code.

8.2 Consideration for payment in full on Order (Mode A). The price shown in the Quote is set having regard to payment in full on Order. In consideration for this payment, and beyond the obligations placed on it as seller, Sorva gives the following undertakings, which form a single whole with Article 8.1(b) and with Article 14.1:

a) Allocation and absence of costs. Sums received are allocated to the Order concerned, identified by a file reference, and are not used to finance another Order. Sorva provides the Client, on first request and for the line item concerning it only, with evidence of this allocation. Sorva charges no file fee, no fee for setting up a guarantee, no administration fee, and no commission on sums received on Order.

b) Order to the Supplier within a time limit, with proof. Sorva places the order with the Supplier within ten (10) Business Days of the conditions of Article 7.2 being met. It notifies the Client, within two (2) Business Days of that order, of the date on which it was placed, enclosing a copy of the purchase order sent to the Supplier, the identity, contact details, and financial terms of the Supplier being permitted to be redacted therefrom in accordance with Articles 10 and 11. Until this notification and this document have been sent to the Client, the Order is not firm within the meaning of Article 9.2.

c) Full refund in the absence of an order placed with the Supplier. If Sorva has not placed the order with the Supplier and provided evidence thereof in the manner set out in (b) by the expiry of the ten (10) Business Day time limit, for a reason attributable neither to the Client nor to Article 15, the Client may cancel the Order in writing and obtain a full refund of the sums paid within fifteen (15) days, free of charge and without deduction, plus interest at the rate under Article 8.6 running from the day the funds were received.

d) Free cancellation before evidence of the order placed with the Supplier. The Client may cancel without compensation for as long as Sorva has not provided evidence of the order placed with the Supplier in the manner set out in (b); only costs already incurred on its written instructions and evidenced remain due, up to a limit of ten per cent (10 %) of the price of the Order excluding VAT, unless a cost estimate has been previously accepted in writing. The Client may also request, in the Quote, that Sorva place the order with the Supplier only after a period of seven (7) days from formation of the Order; the schedule under Article 7.2 is then postponed accordingly.

e) Return on sums paid in advance. Sums paid bear interest for the benefit of the Client under the conditions of Article 8.2 bis.

f) Weekly information. From the order being placed with the Supplier until delivery, Sorva sends the Client, in writing and at least every seven (7) days, a progress update stating the current stage, the next stage, the estimated date and, where applicable, the cause of any deviation. Repeated failure to comply with this obligation, not remedied within eight (8) days of a written request from the Client, constitutes a breach within the meaning of Article 9.3.

g) Price not revisable upward after the order is placed with the Supplier. By way of derogation from (c) of Article 6.4, Sorva waives any upward revision of the price after the order is placed with the Supplier. Where a measure taken by an authority after that order (the introduction, amendment, or correction of customs duties, anti-dumping or countervailing duties, taxes, or import or export measures) increases the cost of the Order, Sorva bears the consequences up to three per cent (3 %) of the price of the Order excluding VAT. Beyond that, Sorva notifies the Client of the excess, with supporting evidence; the Client has ten (10) Business Days to accept it or to rescind the Order in writing, in which case (c) of this Article applies. A downward revision benefits the Client under the conditions of Article 6.4.

h) Automatic delay indemnity. The fixed delay indemnity provided for in Article 7.5 is automatically due, without request or Formal Notice from the Client, and is paid or credited within thirty (30) days of it accruing.

i) Priority handling of complaints. Complaints relating to an Order paid in full on Order are dealt with as a priority, within the time limits of Article A5.5, Sorva being unable to rely on any longer time limit.

j) Continuity in the event of default by Sorva. If Sorva ceases to perform the Order as a result of ceasing business or the opening of insolvency proceedings against it, Sorva, or the appointed administrator, provides the Client, on simple written request, with an unredacted copy of the purchase order sent to the Supplier, the Supplier's identity and contact details, and the proof of payment relating thereto, so that the Client may take over the Order in its own name. Articles 10 and 11 do not preclude this takeover for the Order concerned alone; the Client remains bound by confidentiality towards third parties.

The undertakings in this Article are negotiable in the Special Conditions; they may not be reduced therein without the price in the Quote reflecting this.

8.2 bis Return on sums paid in advance. Any sum paid by the Client before delivery of the Goods or performance of the Services bears interest for its benefit, at the statutory interest rate applicable to claims between professionals in force, from the expiry of a period of ninety (90) days following its receipt until delivery or performance. The interest is deducted from the balance remaining due or, failing a balance, is the subject of a credit note issued within thirty (30) days of delivery or performance. This period does not include periods of suspension of the schedule attributable to the Client within the meaning of Article 7.2, nor periods of suspension resulting from an event under Article 15. This Article is stipulated voluntarily by Sorva; it does not arise from Article L214-2 of the French Consumer Code, which does not apply to relations between professionals and whose Article L214-3 in any event excludes special orders made to a quote and sales of products whose manufacture is undertaken on special order.

8.3 Deposit. Any sum paid by the Client on account of the price or fees before delivery or performance constitutes a deposit within the meaning of the general law and not earnest money (arrhes) within the meaning of Article 1590 of the French Civil Code. Funds called for under Mode B on behalf of the Client pursuant to Article B2.2 do not constitute a deposit: they are received by Sorva to be applied for a specific purpose, allocated exclusively to the Order concerned, tracked by file reference, refundable under the conditions of Article B4, and subject to the accounting obligations of Article B2.4. Payment of a deposit renders the Order firm, subject to the rights of cancellation, withdrawal and rescission provided for in Articles 4.4, 4.5, 5.3, 5.8, 6.4, 7.2, 7.5, 8.2, 9.1, 9.3, 15.3, A6.4, A7.3 and, where applicable, 22.3 and 22.5, as well as all cases of refund provided for by law, in particular Articles 1229 and 1352 to 1352-9 of the French Civil Code; the deposit is set off against the price and is refundable only in the cases provided for by these GTC or by law. Sorva issues a deposit invoice on receipt of funds, in accordance with the regulations applicable to invoicing and value added tax. This invoice repeats the characterisation as a deposit, describes the Goods precisely, and states the Incoterm, the place of delivery and the tax regime applicable, as shown in the Quote; no Mode A Quote payable in full on Order is issued without these particulars, the presumption of an agreed DAP delivery under Article A3.1 not applying to such Orders. In the event of cancellation or rescission of the Order, Sorva issues, within thirty (30) days, a credit invoice correcting the tax originally invoiced on the sums refunded or recharacterised.

8.4 Means of payment and disputing a payment. Payment is made by bank transfer (SEPA, instant transfer or international transfer) to Sorva's account stated on the Quote and the invoice, held in Sorva's name. Bank cards, cheques, direct debits and crypto-assets are not accepted, save for the exception under Article 23.4; the Client is informed of this by these Conditions and by the statement on the Quote. Cash payments are accepted only within the limits set by law, in particular the cap under Article L112-6 of the French Monetary and Financial Code; any sum exceeding this cap is paid by bank transfer. An offer to pay by a means that is not accepted does not constitute an offer of payment discharging the debt.

The Client pays the price net of all bank charges. However, a shortfall of fifty (50) euros or less resulting from charges deducted by a correspondent bank does not constitute a default in payment within the meaning of Article 8.6; it is corrected on the next invoice or by a request for the balance within fifteen (15) days.

Bank details. The Client verifies bank details through a channel separate from that by which it received the invoice, before any first transfer and before any transfer following an announced change. Sorva undertakes, reciprocally, to notify any change to its bank details only by registered letter with acknowledgement of receipt signed by its legal representative, confirmed by a call to the number stated in the Quote, and to secure its systems and professional messaging. Where it is established that a transfer has been diverted following a compromise of Sorva's systems or messaging, the loss is borne by Sorva and the Client is discharged to that extent.

Disputing a payment transaction. In accordance with Article L133-8 of the French Monetary and Financial Code, a transfer order may, as a general rule, no longer be revoked by the Client once received by its payment service provider. These Conditions do not affect the Client's right to report to its provider, under the conditions of Articles L133-18 and L133-24 of the same Code, an unauthorised or incorrectly executed payment transaction; Sorva assists it and issues without delay the certificates and supporting evidence useful to it where it is the victim of fraud, identity theft, or an execution error. On the other hand, it constitutes a breach by the Client to report to its provider, as unauthorised, a transaction that it itself authorised, or to request the recall of a transfer that was correctly executed, for a reason relating to performance of the Order, which falls under Articles A5, 9.3, 21.2 and 21.3. Sorva then informs the Client thereof in writing and gives it Formal Notice to remedy the situation within fifteen (15) days; failing remedy within that time limit, it may suspend performance under the conditions of Article 8.7 and rely on Article 9.3. Bank charges actually borne by Sorva as a result of the transaction are reimbursed to it on production of supporting evidence, without prejudice to the additional compensation provided for in Article 8.6. Each Party's defence costs remain at its own expense, subject to the court's assessment under Article 700 of the French Code of Civil Procedure.

8.4 bis Recall, return or cancellation of a payment received. Where a sum received by Sorva is subsequently recalled, returned, or cancelled, for whatever cause (transfer recall, return of funds, a transaction declared unauthorised, a decision of the payment service provider, an asset-freezing or sanctions measure), the payment is deemed not to have occurred to that extent: the corresponding sums again become due, the schedule under Article 7.2 is suspended, and Sorva may suspend performance without this suspension being attributable to it or giving rise to any indemnity. Sorva informs the Client thereof within two (2) Business Days and states the amount to be regularised. Where the order has already been placed with the Supplier, the Client remains liable for the costs incurred and evidenced within the meaning of (a) of Article 9.2, unless the recall results from fraud suffered by the Client and not attributable to it, or from a compromise of Sorva's systems or messaging within the meaning of Article 8.4. Each Party informs the other without delay of any attempted fraud, identity theft, or misappropriation relating to payments in respect of an Order.

8.5 Payment by a third party and allocation of payments. A payment made from an account that is not in the Client's name is deemed to have been made in the name and on behalf of the Client. Sorva may refuse it only for a legitimate reason, exhaustively: impossibility of identifying the payer or of linking the payment to the Order; the application of an international sanctions, asset-freezing, or export control measure; or an objective element giving rise to suspicion of fraud within the meaning of Article 4.4. Sorva notifies its refusal in writing, with reasons, within five (5) Business Days of receipt of the funds, and returns them to the payer within the same time limit; the penalties under Article 8.6 do not run during that period. For any payment from a third party exceeding ten thousand (10,000) euros, the Client provides written evidence of the relationship between the payer and itself. The Client alone remains the debtor of the price and alone holds, as against Sorva, the right to any refunds; this stipulation does not deprive the third-party payer of any right it holds under the law.

Unless a different allocation is agreed in writing between the Parties, any partial payment is allocated first to costs, then to accrued penalties and interest, and then to the principal of the oldest invoice.

8.6 Late payment and reciprocity. Any sum not paid when due automatically bears, without Formal Notice or reminder, late payment penalties calculated at the higher of the following two rates: three (3) times the statutory interest rate applicable to claims between professionals in force, or the rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points, in accordance with Article L441-10 of the French Commercial Code. These penalties run from the day following the payment date shown on the invoice until payment in full and are calculated on the amount including VAT that remains unpaid. In addition, a fixed indemnity for collection costs of forty (40) euros per invoice is payable, in accordance with Articles L441-10 and D441-5 of the French Commercial Code; where the collection costs incurred exceed this amount, Sorva may claim additional compensation on production of evidence. The fixed indemnity and the additional compensation are not subject to value added tax and do not bear interest under Article 1343-2 of the French Civil Code. Interest accrued and due for at least one full year bears interest in accordance with Article 1343-2 of the French Civil Code. No discount is granted for early payment; the price in the Quote is set having regard to payment in full on Order, the pricing consideration for which is stated in Article 8.1(b).

Mere failure to pay when due causes the penalties under this Article to run without prior Formal Notice. Any other sanction provided for in these Conditions, in particular the suspension and retention under Article 8.7, acceleration, the indemnity under Article 9.2, and the rescission under Article 9.3, requires a prior written Formal Notice in the manner and within the time limits provided for by the relevant stipulation.

Reciprocity. Any sum owed by Sorva to the Client by way of a refund, reimbursement, credit note or indemnity provided for in these Conditions, and not paid by the expiry of the stipulated time limit, automatically bears, without Formal Notice, interest at the rate set out in the first paragraph of this Article, together with a fixed indemnity of forty (40) euros per sum due. Interest accrued and due for at least one full year bears interest under the same conditions.

8.7 Suspension, retention, set-off and acceleration.

(a) Suspension. In the event of failure to pay a sum due that is not seriously disputed, and after a written Formal Notice has remained without effect for eight (8) days, Sorva may suspend any Order and any Service in progress and make any new Order conditional on prior payment of the sums due, without this suspension giving rise to any indemnity. Where the debt relied upon proves unfounded, Sorva compensates the Client for the direct loss caused by the suspension, within the limits of Article 14.

(b) Retention. Under the same conditions, Sorva may retain Goods not yet delivered and Deliverables. Excluded from any retention are: documents required by the regulations applicable to placing the Goods on the market or to their use where already shipped or delivered (EU declaration of conformity, test reports, instructions, labels, and safety information in French); documents necessary for customs clearance, release, or collection of Goods already shipped, where their retention would expose the Client to detention, demurrage, warehousing costs, or a measure by an authority; moulds, tooling, and development work belonging to the Client within the meaning of Article 12.3; and personal data processed on behalf of the Client. The lien under Article B2.5 is exercised within the same limits.

(c) Set-off and the exception of non-performance. Sorva and the Client may, under the same conditions, set off against each other the certain, liquidated, and due sums they respectively owe one another, in accordance with Articles 1347 et seq. of the French Civil Code. Where the debt relied upon is disputed in good faith, set-off may not be applied unilaterally by either Party: it requires the other's written agreement or a court decision. This Article does not preclude the set-off of related debts, in particular between the price of the Goods and the sums due in respect of their non-conformity. The Client may withhold payment of sums due, to the extent of the loss it alleges and subject to providing evidence thereof, where it has duly notified a lack of conformity under the conditions of Article A5.4 and Sorva has not notified its position within the time limit of Article A5.5; outside this case, the Client may suspend payment of sums due or effect a set-off only up to the amount of a certain, liquidated, and due debt, acknowledged by Sorva or established by a court decision.

(d) Acceleration. For instalment payments, failure to pay an instalment that is not remedied within fifteen (15) days of a written Formal Notice expressly referring to this clause renders immediately due only the sums corresponding to Goods already delivered, Services already performed, costs already incurred and evidenced, and, where applicable, the notice period provided for in the applicable Title. Acceleration and suspension may not be combined for the same period.

8.8 Electronic invoicing. In accordance with Articles 289 bis et seq. of the French General Tax Code (CGI), the issuance, transmission, and receipt of electronic invoices are carried out through an approved platform.

a) Client's obligations. A taxable Client established in France has an approved platform to receive its invoices and keeps its directory registration up to date. It provides Sorva, at the latest on acceptance of the Quote, with: its company name, its SIREN number, the SIRET number of the recipient establishment, its intra-Community value added tax number, its billing address, the delivery address for the Goods where it differs, the nature of the transaction, and the identity of its approved platform. It informs Sorva without delay of any change affecting this information.

b) Sorva's obligations. Sorva receives its invoices through an approved platform. From 1 September 2027, it issues its invoices in electronic form through its approved platform; until that date, it may do so voluntarily. Until that same date, the Client may not refuse to process or pay an invoice on the sole ground that it is not electronic.

c) Availability and rejection status. The electronic invoice is deemed made available to the Client on the date it is deposited on the platform, which constitutes the starting point of the payment time limit. The "rejected" life-cycle status may be applied only for reasons provided for by the standard, and never for a commercial dispute; it suspends neither the debt's being due nor the running of the penalties under Article 8.6, and does not settle the dispute, which falls under Articles 21.2 and 21.3. Where the rejection is based on a reason provided for by the standard, Sorva corrects the situation and issues, where applicable, a new invoice bearing a new number.

d) Continuity. Where identification of the recipient, routing, or transmission is temporarily impossible, in particular in the event of the unavailability of a platform or the directory, Sorva brings the invoice to the Client's attention through its usual channel, as a continuity measure and not as a separate invoice, and then arranges its electronic transmission. These circumstances suspend neither the debt's being due nor the running of the penalties.

e) Clients outside the scope and data transmission. (a) to (d) above do not apply to Clients that are not taxable persons established in France. Transactions concerning them fall, where applicable, under the data transmission obligations of Articles 290 and 290 A of the French General Tax Code (CGI), which Sorva fulfils on its own account; the Client provides it, for that purpose, with the information required by the regulations.

8.9 Financial situation and insolvency proceedings of a Party. Each Party informs the other, within five (5) Business Days, of the opening against it of conciliation, safeguard, receivership, or judicial liquidation proceedings, and of its dissolution. The opening of such proceedings does not of itself terminate or rescind the Order, these GTC stipulating no clause to that effect; Orders in progress are performed under the conditions provided for by the mandatory provisions applicable to the proceedings, the administrator or receiver exercising the options available to it under those provisions. Sorva retains the benefit of the retention of title under Article A4.3 and files its claim within the statutory time limits; under Mode B, Article B2.5 applies. Where the proceedings are opened against Sorva, (j) of Article 8.2 applies.

Outside insolvency proceedings, where an objective and verifiable element reveals, after formation of an Order not paid in full, a deterioration in the Client's financial situation (registration of a lien in favour of the tax authorities or social security bodies, a reported payment incident, an announced suspension of payments), Sorva may make continued performance conditional on the provision of a reasonable guarantee, after having informed the Client thereof in writing and having allowed it fifteen (15) days to provide it or to pay.

The death, incapacity, dissolution, or disappearance of a Party does not extinguish the Order: it continues with its heirs or successors, Article 2.11 applying.

Article 9 · Cancellation by the Client and rescission

9.1 Before the order is placed with the Supplier or performance begins. The Client may cancel an Order in writing for as long as Sorva has not provided evidence of the order placed with the Supplier in the manner set out in (b) of Article 8.2, nor begun the Services. Sorva refunds the sums paid within fifteen (15) days of the cancellation, reduced to fourteen (14) days where the Order falls under Article 22, less only costs already incurred on the Client's written instructions and evidenced (samples, tests, travel, studies), up to a limit of ten per cent (10 %) of the price of the Order excluding VAT, unless a cost estimate has been previously accepted in writing. Sorva provides, on first request, the documents evidencing these costs, subject to the redaction arrangements provided for in the last paragraph of Article 9.2. On expiry of that time limit, sums not refunded bear the interest and indemnity provided for in the last paragraph of Article 8.6.

9.2 After the order is placed with the Supplier or Production Launch (Mode A). From the order being placed with the Supplier or Production Launch, and provided that Sorva has notified the Client of the date of that order and provided the supporting document in the manner set out in (b) of Article 8.2, firmness taking effect only from receipt of that notification, the Order is firm and final. Goods made to the Client's specifications or clearly customised, that is to say bearing a characteristic specific to its request that renders them unsuitable for sale to another customer (bespoke dimensions, marking, engraving, printing of an image or text it supplied, a colour outside the standard colour chart), may not be cancelled or taken back at the Client's sole initiative. A standard product chosen from a catalogue, including from among options, sizes, finishes or colours offered, is not customised Goods. This paragraph is without prejudice to the statutory warranties, the remedies under Article A6.4, and Articles 6.4, 7.5, 9.3, 15.3, A7.3 and, where applicable, 22.4 and 22.5.

Sums due under this Article become due only after a written Formal Notice expressly referring to this clause has remained without effect for fifteen (15) days, except where the Client has notified in writing a definitive abandonment of the Order.

Where the Client abandons the Order, refuses the Validation Sheet after an early launch that it expressly requested in writing on a document separate from the Quote and after a written warning from Sorva as to the consequences of that request, refuses to take delivery without relying on a lack of conformity duly notified under the conditions of Article A5, or prevents performance by failing, despite a Formal Notice that has remained without effect for fifteen (15) days, to provide information, a validation, a customs document, an EORI number, or access that it is responsible for providing, it is liable to Sorva for:

(a) reimbursement of all costs incurred and evidenced in respect of the Order (deposits and payments made to the Supplier and not recovered after reasonable efforts, materials, tooling, moulds, packaging, reserved transport, inspections, bank and exchange charges); tooling and moulds reimbursed under this (a) are handed over to the Client or kept available to it under the conditions of Article 12.3; they may not be invoiced twice.

(b) a fixed indemnity, stipulated as a penalty clause within the meaning of Article 1231-5 of the French Civil Code in compensation for the tying up of Sorva's teams, its structural costs, and its loss of margin, equal to ten per cent (10 %)

of the price of the Goods excluding VAT shown in the Quote, excluding transport, insurance, and duties and taxes, where the cancellation occurs before any purchase of materials, any commitment of tooling, and any launch of manufacture by the Supplier, and fifteen per cent (15 %) of the same price in other cases. Where the Goods are not customised and are actually resold or reallocated by Sorva, the indemnity is ten per cent (10 %).

The total due under (a) and (b) may in no case exceed the price of the Goods excluding VAT shown in the Quote, excluding transport, insurance, and duties and taxes not actually paid. Sums already paid are set off against this total; the surplus is refunded to the Client within thirty (30) days, plus, in the event of delay, the interest and indemnity provided for in the last paragraph of Article 8.6, and Sorva issues, within the same time limit, the credit invoice correcting the value added tax originally invoiced.

Sums due under this Article may not be combined, for the same fact, with the costs under Article 6.5; Sorva chooses between the two regimes, the net proceeds of the sale provided for in Article 6.5 being set off in all cases against the sums due.

Sorva makes reasonable efforts to mitigate the loss, in particular by cancelling what can be cancelled with the Supplier and by reallocating or reselling non-customised Goods; the net proceeds obtained are set off against the sums owed by the Client. Any sum subsequently recovered by Sorva from the Supplier, the carrier, or its insurer in respect of the cancelled Order is refunded to the Client up to the amount of the sums it has borne, within thirty (30) days of its receipt.

Sorva retains, for each Order, the documents evidencing the costs incurred (purchase order sent to the Supplier, proof of payment, purchases of materials, tooling, freight booking) and provides them to the Client on first request, the identity, contact details, and financial terms of the Supplier being redacted therefrom in accordance with Articles 10 and 11. Where the Client disputes the amount thus evidenced, Sorva establishes that amount, at its choice, by a certificate from its accountant, by providing the unredacted documents to the Client's accountant or to an independent third party appointed by mutual agreement, both bound by confidentiality, or before the courts.

9.3 Rescission for breach. In the event of a serious breach by one of the Parties of its obligations, not remedied within fifteen (15) days of a written Formal Notice expressly referring to this clause, the other Party may rescind the Order by written notice.

Serious breaches by the Client include in particular: failure to pay a sum due; the conduct referred to in the last paragraph of Article 8.4; refusal to accept delivery without relying on a lack of conformity duly notified under the conditions of Article A5; the provision of information it knew to be inaccurate, or of inaccurate information not corrected within fifteen (15) days of a written request from Sorva, concerning its activity, the use of the Goods, or its status as importer; an instruction tending towards an inaccurate customs declaration within the meaning of Article A3.4; a failure to cooperate in formalities that are its responsibility, persisting after Formal Notice; and a breach of Articles 10, 11, or 19.1.

Serious breaches by Sorva include in particular: failure to place the order with the Supplier under the conditions of Article 8.2; delivery of Goods not conforming to the Validation Sheet, not remedied under the conditions of Title II; failure to refund, on expiry of the stipulated time limit, a sum whose refund is due; retention of Goods, documents, or Deliverables outside the conditions of Article 8.7; the absence of the insurance stated in the Quote pursuant to Articles 14.8 and A4.4; failure to provide the regulatory documents listed in the Quote or the Validation Sheet; the absence of registration and a unique identifier where Sorva has the status of producer within the meaning of Article 13.3; a breach of Articles 10, 19.1, or 19.2; repeated failure to provide the weekly information required under (f) of Article 8.2; and, under Mode B, failure to account or to refund funds not committed.

Where rescission is declared to be Sorva's fault, the sums refunded to the Client under Article 9.4 do not constitute compensation and are not set off against the cap under Article 14.2, to which they are added; they bear interest at the statutory rate from their receipt by Sorva, in accordance with Article 1352-6 of the French Civil Code, and then at the rate set out in the first paragraph of Article 8.6 from the expiry of the refund time limit stipulated in Article 9.4.

Rescission affects neither the clauses intended to survive, namely Articles 1, 2.8, 2.9, 10, 11, 12, 14, 17, 18, 19, 20 and 21, and, for Goods already delivered only, Articles 13 and A8, nor rights vested before rescission. In accordance with Article 11.1, Article 11 does not survive where rescission is declared to be Sorva's fault.

9.4 Refunds and returns. In the event of rescission, each Party returns what it has received, in accordance with Articles 1229 and 1352 to 1352-9 of the French Civil Code.

(a) The refund of the price by Sorva is conditional neither on the Goods being returned in their original packaging, nor on their being in new condition. The Client returns the Goods in the condition in which they are found; it is liable for damage and deterioration only under the conditions of Article 1352-1 of the French Civil Code. Where return in kind is impossible, in particular because the Goods have been resold, incorporated, transformed, or consumed, the return is made in value, assessed as at the date of the return.

(b) Sorva refunds the sums due within thirty (30) days of the rescission; on expiry of that time limit, the last paragraph of Article 8.6 applies. The place of return of the Goods is that indicated by Sorva within ten (10) Business Days of the rescission or, failing that, its registered office. The costs and risks of the return are borne by the Party to whom the rescission is attributable. Where the rescission is based on a lack of conformity, a defect, a safety defect, or a breach by Sorva, Sorva arranges the return, advances the costs, and bears the risk thereof; Article A5.6 applies and physical return is required only where proportionate. For as long as attribution of the rescission has not been determined, each Party advances the costs ordinarily falling to it and the final account is drawn up once attribution is known; this disagreement alone does not suspend the refund of the price beyond the time limit under this (b) where the lack of conformity is acknowledged by Sorva or established under the conditions of Article A5.5.

(c) The refund of a sum of money by Sorva includes interest at the statutory rate and taxes paid into its hands, from the day of receipt, in accordance with Article 1352-6 of the French Civil Code. Sorva issues, within thirty (30) days, the credit note correcting the value added tax originally invoiced.

(d) No indemnity for use is due by the Client where the rescission is attributable to Sorva or where it sanctions a lack of conformity, a latent defect, or a safety defect. In other cases, the indemnity for use is equal to the price of the Goods concerned excluding VAT multiplied by the ratio between the period of actual use and the period of use normally expected as stated in the Quote or, failing such a statement, as determined by comparison with goods of the same nature; it may not exceed thirty per cent (30 %) of that price and is understood subject to the court's assessment of the value of use pursuant to Article 1352-3 of the French Civil Code.

(e) Under Modes B, C and D, rescission entails the return by Sorva of uncommitted funds, documents, and items entrusted by the Client within fifteen (15) days, and an accounting under the conditions of Article B2.4. Deliverables already provided and paid for in full remain the Client's property, the assignment of rights under Article D3.1 remaining vested to that extent; for Deliverables not paid for, the temporary right of use ceases and the Deliverables are returned or destroyed, at Sorva's option.

Article 10 · Confidentiality, trade secrets and fair dealing

10.1 Confidential information. Each Party keeps confidential the other Party's information received in connection with the Order and not made public, in particular: for Sorva, the identity, contact details, prices, terms, and history of its Suppliers, its Presentation Sheets, factory profiles, visit reports, quotations, methods and tools; for the Client, its Specifications, drawings, designs, trademarks, projects, and commercial data. This information is used only for the performance of the Order.

Confidential information is disclosed only to persons designated in writing by the receiving Party and having a need to know; each Party provides the other with a named list of these persons and keeps it up to date. Sorva discloses the Client's confidential information to its substitutes, service providers, and Suppliers only to the extent strictly necessary and after having them enter into a written confidentiality and non-use undertaking at least equivalent to this Article; it certifies in writing to the Client, on request, that these undertakings have been given, without being required to reveal the identity of a Supplier where the Mode chosen does not require it.

Each Party informs the other, within forty-eight (48) hours of becoming aware of it, of any unauthorised access, loss, disclosure, or security incident affecting the other Party's confidential information, and implements measures suited to limiting its effects. Where the incident affects personal data, Article 17 additionally applies.

At the end of the relationship, each Party returns or destroys, at the other's option and within thirty (30) days of a written request, the confidential documents received, with the exception of statutory archives, backup copies, and documents that Article 18.3 requires to be kept, which remain subject to this Article. Return or destruction does not preclude the application of Articles 11 and 12.

Sorva undertakes not to use the Client's Specifications, drawings, designs, specifications, and Validation Sheet for the benefit of a third party carrying on an activity competing with that of the Client, during the relationship and for twenty-four (24) months after the last Order. Article D3.2 applies only to Sorva's generic methods, know-how, models, templates, tools, and content, to the exclusion of any item specific to the Client.

10.2 Trade secrets. Sorva protects its Supplier base, in the exact configuration and combination of its elements (the pairing of a need with a qualified Supplier, its contacts, its prices, and its quality history), as a trade secret, under the conditions of Articles L151-1 et seq. of the French Commercial Code. The Client acknowledges that this combination is not, in this configuration, generally known or readily accessible to persons familiar with this type of information, and that it has commercial value for Sorva because of its secret nature; this acknowledgement relates to matters of fact, creates no irrebuttable presumption, and does not preclude the court's assessment.

Sorva implements and undertakes to maintain, throughout the relationship, the following protective measures: marking as "confidential" any document identifying a Supplier by name; named and traceable distribution; anonymisation of Suppliers in catalogues and marketing documents; neutralisation of origin markings on packaging and shipping documents where the Mode does not require the Supplier to be revealed; and a written confidentiality and non-use undertaking from each employee, staff member, consultant, and business introducer of Sorva and its subsidiary. Sorva certifies in writing to the Client, on request, that these measures have been implemented for its Order.

The Client's Specifications, drawings, designs, models, colour charts, cost data, and commercial data benefit, where the conditions of Articles L151-1 et seq. of the French Commercial Code are met, from the same protection; Sorva applies the same measures to them.

Any unauthorised acquisition, use, or disclosure engages the liability of its author under the conditions of Articles L152-1 et seq. of the French Commercial Code, independently of Article 11.

10.3 Duration and exceptions. The confidentiality obligation runs, for each item of information, from its disclosure and for five (5) years from that disclosure, and may not end before the relationship ends. It applies to information disclosed before acceptance of a Quote provided that the Client has received these GTC or has accepted in writing the undertaking set out on the Presentation Sheet.

It does not apply to information that has fallen into the public domain through no fault of the receiving Party, that was already known to the receiving Party as proven, that was developed by it independently and in a documented manner, that was received from a third party not bound by a confidentiality obligation, or whose disclosure is required by law or by an authority, the other Party being informed thereof in advance to the extent permitted by law and, otherwise, as soon as possible.

Also excluded from the confidentiality obligation is information lawfully obtained within the meaning of Article L151-3 of the French Commercial Code, in particular through independent discovery or creation, or through observation or study of a product made available to the public. This Article does not preclude the exceptions provided for in Articles L151-7 to L151-9 of the same Code. The Party relying on one of the exceptions in this Article bears the burden of proving it.

Sorva may cite the Client's name in its marketing references, without reproducing its trademark, logo, or visuals and without disclosing the content of its Order, unless the Client objects in writing; the reference is removed from digital media within thirty (30) days of the objection and from printed media at their next reprinting. Reproduction of the Client's trademark, logo, visuals, or Deliverables requires its prior written consent, given for a defined scope and media and revocable under the same conditions. Failing agreement, Sorva may refer to the transaction anonymously, with no element allowing the Client to be identified.

10.4 Fair dealing and public communication. Each Party undertakes not to make public disparaging statements about the other Party, its directors, its employees, its Suppliers, or its service providers, that is to say statements based on inaccurate facts, or which, relating to accurate facts, are presented in a manner intended to discredit and which exceed fair comment.

This Article restricts neither freedom of expression and information, nor the right to express an honest opinion on the performance of the Order, nor the right to apply to an authority, a mediator, or a court, nor the disclosure of misconduct or a reprehensible act in the public interest, nor the exceptions provided for in Articles L151-7 to L151-9 of the French Commercial Code.

Before any publication relating to an ongoing dispute, the Party intending to speak out notifies its grievances to the other and implements Article 21.2. A Party that identifies a breach of this Article may demand that it cease and that the publication be withdrawn. This Article is not accompanied by any penalty clause.

Article 11 · Non-circumvention and non-solicitation

11.1 Prohibition. The value of Sorva's Services lies in the identification, vetting, and negotiation of Suppliers. The Client undertakes not to order, have manufactured, or acquire the Covered Products from a Supplier that Sorva has introduced to it by a Presentation Sheet, without going through Sorva, for twelve (12) months from delivery of that Sheet. Where no Order has been formed between the Parties relating to the Covered Products, this period is reduced to six (6) months, the period under Article 11.2 then running until the eighteenth month from delivery of the Sheet.

The prohibition applies whether the Client acts directly or through an intermediary, that is to say through any person acting in its interest or on its instructions, in particular a company it controls, that controls it, or that is controlled by the same persons, a company with the same members or the same de jure or de facto directors, a company formed for this purpose, a director, an employee, a member of a director's family, an agent, a business introducer, a forwarding agent, a purchasing agent, or a buying office. The Client ensures that these persons comply with this Article and is liable for their acts.

This Article does not prohibit the Client from buying in the country of manufacture, from using other suppliers, or from carrying on an activity competing with that of Sorva. It covers only Suppliers actually introduced by a Presentation Sheet, up to a limit of ten (10) Suppliers per Order or per sourcing request, and for the Covered Products only.

This Article does not apply to the Supplier concerned where Sorva has refused the Order, has terminated it pursuant to Article 4.4 or 4.5, has defaulted within the meaning of Article 9.3, has refunded the sums paid pursuant to Article A7.3, has informed the Client that it is not continuing the relationship with that Supplier, or has not provided a priced Quote within twenty (20) Business Days of a written request from the Client relating to that Supplier and the Covered Products. It likewise does not apply where the Client establishes a prior commercial relationship with that Supplier for the same products, prior and documented identification of that Supplier by its own means, or lawful acquisition of the information within the meaning of Article L151-3 of the French Commercial Code, whether before or after the introduction, provided that it does not derive, even indirectly, from the information disclosed by Sorva.

Where the Client refuses in writing Sorva's Quote relating to the Covered Products, it may, on expiry of a period of three (3) months from that refusal, deal directly with the Supplier introduced under the conditions of Article 11.2, without such order being prohibited.

Where a Supplier introduced solicits the Client on its own initiative, the Client informs Sorva thereof in writing within five (5) Business Days. If it has done so and Sorva does not provide it with a priced Quote within twenty (20) Business Days of that notification, this Article ceases to apply to that Supplier. Failing notification within that time limit, this Article applies in full.

11.2 Circumvention commission. During the twelve (12) months following the prohibition period under Article 11.1, the Client may deal directly with the Supplier introduced, without such order being prohibited, on condition that it pays Sorva a circumvention commission. This commission is the consideration for lifting the prohibition under Article 11.1 and for the identification, vetting, and negotiation work already carried out by Sorva, which the direct order compensates in the absence of an Order.

It is equal to ten per cent (10 %) of the amount excluding VAT of the orders thus placed. It may not be lower than the amount of the fees or commission shown in the last Quote for an Order of equivalent value or, under Mode A, than fifteen per cent (15 %) of the price excluding VAT of the last Quote, nor, in any event, higher than twenty per cent (20 %) of the amount excluding VAT of the orders placed directly. It is stipulated as a penalty clause within the meaning of Article 1231-5 of the French Civil Code.

The Client informs Sorva of any order falling under this Article within ten (10) Business Days of it being placed and provides it with a copy of the order and the Supplier's invoice necessary for the calculation. The commission is invoiced on shipment of the goods and payable within thirty (30) days.

11.3 Register of introduced Suppliers. Each Supplier introduced is the subject of a numbered and dated Presentation Sheet, drawn up in accordance with the template in Annex 12, provided to the Client and drafted in French; a translation may be attached thereto for information purposes, the French version being authoritative in accordance with Article 20. Named documents provided bear the statement "Supplier introduced by Sorva on …………… · confidential information protected under Articles 10 and 11 of these Conditions and under trade secret law."

Any Supplier shown on a Presentation Sheet whose delivery to the Client Sorva evidences, by acknowledgement of receipt, by electronic signature, by the signature platform log, or by any other means accepted under Article 18.1, is presumed to have been introduced to it by Sorva on the date shown on the Sheet. This presumption is rebuttable. The Client may rebut it by any means, in particular by the evidence listed in the fourth paragraph of Article 11.1.

The Client acknowledges receipt of the Presentation Sheets provided to it; the acceptance block in Annex 4 includes, for this purpose, a statement of the numbers of the Sheets provided.

11.4 Non-solicitation of personnel. During the term of the Order and for twelve (12) months from its end, each Party undertakes not to hire or engage as an independent service provider, directly or through an intermediary within the meaning of Article 11.1, the employees, staff members, and consultants of the other Party and, in the case of Sorva, of its subsidiary, with whom it has been personally in contact in the performance of the Order, without the other Party's written consent.

The sole purpose of this Article is to protect the investment in training and the knowledge of matters acquired by these persons. It does not prevent them from changing employer or from carrying on their activity with any other third party, and does not affect their use of the experience and skills acquired in the normal course of their duties. It does not apply to hiring following an unsolicited spontaneous application, nor to a response to a published job offer, nor to a person whose contract with the Party concerned ended more than six (6) months earlier.

Suppliers do not fall under this Article; they fall exclusively under Article 11.1.

11.5 Sanctions.

(a) Circumvention. Any breach of Article 11.1 renders the Client liable, as a penalty clause within the meaning of Article 1231-5 of the French Civil Code, for an indemnity equal to the amount of the fees, commission, or margin that Sorva would have received on an equivalent Order, as shown in the last Quote or, under Mode A, a margin deemed equal to fifteen per cent (15 %) of the price excluding VAT of the last Quote, increased by fifty per cent (50 %), without being able to exceed twenty per cent (20 %) of the amount excluding VAT of the orders placed in breach of the clause.

(b) Non-solicitation. Any breach of Article 11.4 renders the defaulting Party liable, as a penalty clause, for an indemnity equal to six (6) months of the gross remuneration paid to the person concerned by the other Party or by its subsidiary during the twelve (12) months preceding the breach, to the exclusion of any other sum in respect of the same fact.

(c) Formal Notice. The penalty is incurred only after a Formal Notice sent by registered letter with acknowledgement of receipt or by registered electronic letter, specifying the Supplier or person concerned, the date of the Presentation Sheet or of the involvement, and the facts relied upon. The Party given Formal Notice has fifteen (15) days to provide the evidence to the contrary provided for in Article 11.3, to cease the breach where cessation is materially and legally possible, or to propose payment of the circumvention commission under Article 11.2. Where non-performance is final, the penalty is incurred without Formal Notice, in accordance with the last paragraph of Article 1231-5 of the French Civil Code.

(d) Non-cumulation. A single order may give rise to only one sum. Where it is due, the commission provided for in Articles B4.2 or C2.2 alone is payable; only failing that, the circumvention commission under Article 11.2 or, in the event of a breach of Article 11.1, the penalty under (a). In no case may the total due in respect of a single order exceed twenty per cent (20 %) of its amount excluding VAT. Articles B1.6, B4.3, and C6 set out the cases in which Articles 11.1, 11.2, and 11.5 cease to apply.

(e) Other remedies. The penalties in this Article are without prejudice to an order to cease the disturbance, the withdrawal and destruction of documents, and the measures provided for in Articles L152-3 et seq. of the French Commercial Code. Sorva may waive the penalty under (a) and bring proceedings under trade secret law; sums obtained under one of these heads are set off against those due under the other for the same loss, distinct losses remaining recoverable.

(f) Costs. The costs of establishing evidence and defence costs incurred to establish and put an end to a proven breach of Articles 10 or 11 are reimbursed on production of supporting evidence, up to a limit of ten per cent (10 %) of the sums due under this Article, without prejudice to Article 700 of the French Code of Civil Procedure.

(g) Survival and severability. This Article and Articles 10, 11, and 12 survive the end of the relationship, bind the Parties' universal successors, and are severable: if one of their stipulations is held to be excessive, it applies to the extent permitted by the court, which in all cases retains the power to reduce it under Article 1231-5 of the French Civil Code.

11.6 Reciprocity. Sorva undertakes, during the term of the Order and for twelve (12) months after its end, not to use the Client's Specifications, drawings, designs, specifications, and Validation Sheet for an order placed for the benefit of a third party carrying on an activity competing with that of the Client, and not to solicit customers that the Client has specifically named as such in the Quote. Article 11.4 applies in the same way to both Parties.

A breach of this Article by Sorva is sanctioned under the conditions of Article 11.5(b) where it concerns a person and, where it concerns the Client's documents, by an indemnity equal to fifteen per cent (15 %) of the price excluding VAT of the last Order, as a penalty clause.

Article 12 · Intellectual property and items provided by the Client

12.1 Sorva's items. The Sorva trademark, its distinctive signs, its website, its methods, tools, document templates, databases, Presentation Sheets, Supplier profiles, reports, files, and content remain the exclusive property of Sorva as between the Parties. The Client receives, over Deliverables created specifically for it, the rights assigned to it under Article D3.1, within the limits and subject to the conditions it sets; the items listed in Article D3.2 remain Sorva's property and are subject, for the Client's benefit, only to a non-exclusive right of use within the Deliverables.

The Client may refer to its relationship with Sorva, reproduce its trademark, logo, or distinctive signs, or present itself as a partner, agent, representative, distributor, or establishment of Sorva, only with its prior written consent, given for a defined scope and media and revocable at any time. Withdrawal occurs within thirty (30) days of the request for digital media and at the next reprinting for printed media. The Client never presents Sorva as the manufacturer of the Goods.

12.2 Client's items. The Client warrants that it holds the necessary rights (trademarks, designs, patents, copyright, licences, personality rights clearances) over all logos, trademarks, designs, drawings, visuals, texts, and specifications that it provides or has reproduced on the Goods, and that they do not infringe any third party's rights. Before any Order for Goods reproducing a trademark, design, model, or work, the Client provides Sorva, on a Durable Medium, with a certificate of ownership or licence stating the references of the rights relied upon and the territories covered. Where the infringing nature of the Goods is attributable to items provided by the Client, the Client bears the costs incurred within the meaning of (a) of Article 9.2, with no indemnity under (b) of the same Article; in other cases, Article 4.4 applies before Production Launch and Article 4.5 applies thereafter.

It indemnifies Sorva and, within the same limits, its subsidiary acting in the performance of the Order, excluding claims relating to the subsidiary's own activity, against any claim, action, judgment, withdrawal, recall or destruction measure, customs detention, and costs resulting from these items or from modifications it makes to the Goods, under the conditions and within the limits of Article 12.5.

Conversely, under Mode A, Sorva indemnifies the Client against any third-party claim based on an infringement of an intellectual property right resulting from the Goods, their design, or their origin, where such infringement is not attributable to items provided, chosen, or validated by the Client, within the limits of Article 14.2. No stipulation of these Conditions exempts Sorva from the warranty against eviction arising from its own act.

Where the Goods are detained by a customs authority on suspicion of counterfeiting, each Party informs the other within two (2) Business Days, provides it with the documents in its possession, and cooperates in obtaining their release; the costs and consequences are borne by the Party to whom the element giving rise to the detention is attributable.

Sorva may refuse or discontinue any Order for Goods that it considers, in good faith and on the basis of an objective element disclosed to the Client in writing, to be counterfeit or unlawful. The Client has ten (10) Business Days to produce its titles, licences, or authorisations. If it establishes its rights, the Order continues and, if Sorva nevertheless terminates it, the last paragraph of Article 4.4 applies. Failing that, Sorva terminates the Order without compensation and refunds the sums paid within fifteen (15) days, less only irrecoverable costs evidenced; Article 9.2(b) does not apply. Where the objective element relied upon results from inaccurate or incomplete information provided by the Client, or where the Client has failed to respond within the ten (10) Business Day time limit, the costs incurred and evidenced within the meaning of Article 9.2(a) remain at its expense.

12.3 Moulds, tooling, and development work. Moulds, tooling, templates, and development work whose cost is borne by the Client, whether invoiced as a separate line item or included in the price, belong to it; the Quote lists them and states their cost, whatever the manner in which they are invoiced. Sorva undertakes:

(a) to have the Client's ownership of this tooling, and the prohibition on the Supplier using it for a third party, acknowledged in writing in the contract or order concluded with the Supplier;

(b) to have each item of tooling marked in the Client's name and to provide the Client, within thirty (30) days of its manufacture, with a dated photograph, its inventory number, and the place where it is kept; failing physical marking practicable by the Supplier, identification results from the dated photograph and the inventory number;

(c) to arrange for the tooling to be kept at the Supplier's premises throughout the relationship and for twelve (12) months after the last Order, storage costs being included in the price during that period and invoiced thereafter. Sorva may suspend the obligations under this (c) and (d) for as long as sums due and undisputed remain unpaid, under the conditions of Article 8.7;

(d) to arrange, on the Client's written request, for the tooling to be returned or transferred to another Supplier, at the Client's expense, except where the change of Supplier is attributable to Sorva, to Supplier Default within the meaning of Article A7, or to a rescission declared to be Sorva's fault, in which case the costs are borne by Sorva;

(e) to inform the Client, before manufacture of the tooling, that ownership of movable property located outside France, and its enforceability against third parties, are as a general rule governed by the law of the place where that property is situated, and not by the French law designated in Article 21.1;

(f) in the event of permanent retention of the tooling by a defaulting Supplier, to offer the Client, at its option, the manufacture of equivalent tooling at another Supplier or reimbursement of the cost of the tooling as shown in the Quote, to the exclusion of any other indemnity.

(g) The Client's ownership of the tooling, established by the Quote, the dated photograph, and the inventory number, follows any transfer of its business and remains vested in it in the event of insolvency proceedings, subject to the sums due under (c) and within the limits of the applicable law.

Sorva does not guarantee actual return by a defaulting Supplier, but it is liable for non-performance of obligations (a) to (f) that fall on it, within the limits of Article 14.2.

12.4 Protection in the country of manufacture and absence of legal advice. Sorva informs the Client that: a French or European Union filing has no effect in the country of manufacture; protection there requires a local filing, the cost and time frame of which are at the Client's expense and risk; local law may award the title to the first filer, regardless of any prior use, so that a third party may file the Client's trademark before it does; and confidentiality, non-use, and non-circumvention undertakings entered into with a Supplier have useful effect only if they are enforceable in that Supplier's country. Sorva provides this information in writing, on a Durable Medium, before the first disclosure of a drawing, design, or trademark of the Client to a Supplier, and retains evidence thereof.

Sorva may put the Client in contact with a lawyer, an industrial property attorney, or a trademark firm authorised in the country concerned. Neither Sorva, nor its subsidiary, nor its substitutes, nor its business introducers provide legal advice or draft legal instruments on behalf of the Client, within the meaning of Law No. 71-1130 of 31 December 1971, including on the choice of filing classes, protection strategy, or the drafting or amendment of a clause in a contract concluded with a Supplier. No invoiced Service bears the heading "legal advice," "trademark filing," or "legal risk management." Any remuneration that Sorva might receive from a professional it recommends under this Article is disclosed to the Client under the conditions of Article 19.2, whatever the Mode.

12.5 Scope of the Client's indemnities. The indemnities given by the Client under Articles 5.1, 6.1, 12.2, 13.2, 13.3, 13.12, 13.14, A3.3, A3.5, A8.2 and 17.4 and Annex 7, to the exclusion of any other, do not apply to the part of the claim attributable to Sorva's own fault.

They are limited to judgments rendered, sums settled with the Client's written consent, and evidenced defence costs, and may not exceed, per Order, the higher of three (3) times the price excluding VAT of the Order concerned and one hundred thousand (100,000) euros. They may not be called upon more than three (3) years after delivery of the Goods or provision of the Deliverables, except where a third-party action has been brought before that time.

Sorva informs the Client of any claim within five (5) Business Days of becoming aware of it, sends it the documents in its possession, and allows it, at its option, to participate in the defence or to take charge of it at its own expense with counsel of its choice. Failing notification within that time limit, the Client's indemnity is reduced to the extent of the loss this delay has caused it and, where this delay has actually deprived it of any means of defence, it is not due for the resulting portion of the loss.

12.6 Protection of the Client's items at the Supplier. Under Modes A and B, Sorva has the Supplier enter into, before any disclosure of the Client's drawings, designs, moulds, or specifications, a written undertaking of confidentiality, non-use, and non-manufacture on behalf of third parties covering products developed from these items, and provides a copy thereof to the Client on request, without this obligation entailing disclosure of the Supplier's identity where the Mode chosen does not require it. Under Mode C, Sorva provides the Client with the corresponding template undertaking, it being the Client's responsibility to have it signed.

Sorva guarantees neither performance of this undertaking by the Supplier, nor its enforceability in that Supplier's country, of which Article 12.4 informs the Client.

Article 13 · Regulatory conformity of the Goods

13.1 Principle and importer. Goods placed on the European Union market must satisfy the safety, health, environmental, labelling, and information requirements applicable to their category and to the use made of them: the Union harmonisation legislation specific to each product family and, for Goods intended for consumers or liable, under reasonably foreseeable conditions, to be used by them, Regulation (EU) 2023/988 on general product safety.

The status of importer results from the facts and not from the contract: an importer is any person established in the Union who places on the Union market, that is to say makes available on that market for the first time, a product originating from a third country. The person in whose name the customs declaration is lodged is neither a condition of, nor proof of, this status; it constitutes an indication of it.

The Quote states the Mode and Incoterm chosen and identifies the Party that the Parties regard as the importer in light of that arrangement: Sorva under Mode A DDP; the Client under Mode A DAP, Mode B, and Mode C. This statement does not alter the legal characterisation, which results from the facts, and does not exempt either Party from its own obligations; it does, however, determine, as between the Parties, responsibility for the corresponding costs.

For Goods falling under the instruments listed in Article 4(5) of Regulation (EU) 2019/1020, in particular machinery, toys, electrical, electronic, and radio equipment, personal protective equipment, and construction products, the importer is additionally, where the manufacturer is not established in the Union, the responsible economic operator established in the Union within the meaning of that Article.

The importer: verifies that the manufacturer has drawn up the technical documentation and, where required, the EU declaration of conformity, and has affixed the required markings; states its name, trade name or registered trademark, postal address, and electronic address on the Goods or, where this proves impossible, on their packaging or in an accompanying document, without concealing the information shown on the manufacturer's label; provides instructions, warnings, and safety information in French; keeps the documentation for ten (10) years; sets up, failing a channel opened by the manufacturer, a publicly accessible complaints channel; keeps a register of complaints, retaining personal data therein only for the time necessary for examination and for at most five (5) years; notifies the market surveillance authorities without delay, through the Safety Business Gateway access point, of any product it has reason to believe is dangerous; and implements the necessary corrective measures. This list reflects the obligations of Regulation (EU) 2023/988 within its scope; the applicable sector-specific instruments may provide for others.

These obligations arise from the law. They may not be transferred by contract: the Parties merely organise their cooperation, the allocation of costs, and their mutual indemnities. Annex 3 summarises this allocation and Annex 10 sets it out in detail for a Client acting as importer.

13.2 Client's trademark. The Client has the status of manufacturer where it has the Goods designed or manufactured to its specifications and markets them under its trademark, trade name, or any other distinctive sign, and where it substantially modifies them under the conditions of Article 13.12. It is then responsible for drawing up and retaining the technical documentation and the risk assessment, for affixing the required markings and particulars, for drawing up the EU declaration of conformity where required, and for ensuring post-marketing monitoring. It provides Sorva, before shipment, with the items relating to the characteristics falling under its trademark and its specifications, and indemnifies it under the conditions of Article 12.5.

Where the Goods bear the Client's trademark but are placed on the Union market by Sorva under Mode A DDP, Sorva remains the importer and assumes the obligations under Article 13.1; it does not thereby acquire the status of manufacturer.

Sorva markets no Goods under its own trademark and therefore never has the status of manufacturer. Where it is the importer, it affixes, as required by law, the identification particulars provided for in Article 13.1; this identification does not entail marketing under its trademark, a manufacturer's warranty, or any change to the allocation of obligations under these Conditions.

Sorva provides the Client with all the technical items it has obtained from the Supplier, which Article A8.5 makes a condition of shipment. It informs the Client in writing, before shipment, of any documents it has been unable to obtain and the consequences it draws from this; failing such written notice, it may not rely against the Client on the absence of these documents. Sorva does not guarantee the intrinsic accuracy of tests, measurements, certificates, and declarations drawn up by the manufacturer or by a third-party body, beyond the verifications that the law places on the importer. Sorva cooperates with any request from an authority.

13.3 Extended producer responsibility. Article L541-10 of the French Environmental Code designates as a producer any natural or legal person that develops, manufactures, handles, treats, sells, or imports products generating waste. Extended producer responsibility (EPR) schemes require such a producer to register, obtain a unique identifier for each scheme, join an approved producer responsibility organisation, declare the quantities placed on the market, and pay a contribution. The schemes concerned include in particular: household and professional packaging, electrical and electronic equipment, batteries, furnishing items, clothing textiles, toys, sports and leisure items, DIY and garden items, and building construction products and materials. The full list appears in Article L541-10-1 of the same Code and is subject to change; Annex 3 is checked and, where necessary, updated with each Quote.

The allocation below identifies, as between the Parties, which of them registers, declares, and pays the contribution; it does not restrict the scope of the applicable instruments and may not be relied upon against the authorities: - Sorva, where it is the importer of the Goods (Mode A DDP); - the Client, where it is the importer of the Goods (Mode A DAP, Mode B, Mode C); - the Client, even though Sorva is the importer, where the Goods are supplied under its trademark, trade name, or distinctive sign under this agreement and the regulations specific to the scheme concerned expressly provide that the reseller or principal under whose trademark the products are supplied has the status of producer, as provided by Article R543-242 of the French Environmental Code for furnishing items; this shift requires that the Client's trademark actually appear on the Goods; - for batteries and Goods containing them, Sorva remains the producer, under Article 3, point 47(c), of Regulation (EU) 2023/1542, provided that it supplies them for the first time in France, including where they bear the Client's trademark; point 47(b) of the same Article transfers this status to the Client only for batteries bearing neither the name nor the trademark of their manufacturer.

Where the applicable scheme or the producing Party is in doubt, Sorva registers and bears the eco-contribution.

Where Sorva has the status of producer, the eco-contribution it bears is invoiced as a separate line item. For household electrical and electronic equipment and for furnishing items, the unit waste management cost is shown on the invoice, in addition to the unit price, under the conditions and within the limits of Articles L541-10-20 and L541-10-21 of the French Environmental Code; it is strictly equal to the cost borne, may not be reduced in any way, and is passed on unchanged by the Client through to the final buyer. As an express exception to Article 6.2, the price under Mode A is broken down to this extent only.

The Client states in the Quote whether it intends the Goods for households or resells them to consumers. Where Sorva is the producer and the Goods are intended for households, it has the sorting signage and sorting information required by Article L541-9-3 of the French Environmental Code affixed at source, and bears the cost thereof; the Client passes on this information and neither removes nor conceals it.

Where an applicable scheme or the status of producer is identified after the Order, retroactive contributions and registration costs are borne by the Party having the status of producer within the meaning of this Article. Where this status falls on Sorva and the Goods were accurately described in the Quote, this cost is not passed on to the Client. Where it results from inaccurate or incomplete information from the Client, in particular concerning the nature, composition, presence of a battery, or intended use of the Goods, this cost is at its expense and it indemnifies Sorva under the conditions of Article 12.5.

The unique identifiers are set out in Article 13.10.

13.4 Cooperation, complaints, and recall. Each Party informs the other, within two (2) Business Days of becoming aware of it, of any complaint, any accident, any safety report, and any request from an authority concerning the Goods.

Where a corrective measure or recall is actually undertaken or ordered, and only in that case, the Client provides Sorva, within five (5) Business Days, with the items strictly necessary to identify and inform the recipients of the batches concerned. This data is processed by Sorva under the conditions of Article 17, for the sole purpose of the recall, is not retained beyond its closure, and may not be used for any commercial or marketing purpose. The Client passes on recall notices, ceases marketing on simple request, and cooperates with any corrective measure. Conversely, Sorva provides the Client, under the conditions of Article 14.5, with the identity and address of the manufacturer of the batches concerned.

Each Party designates a single point of contact for conducting the measure. Notification to the authorities is made by the Party on whom the law imposes it; neither Party makes public statements on behalf of the other. Each Party retains for ten (10) years the traceability data for the batches concerned (references, batch numbers, shipment dates, and recipients) and provides them to the other on first request.

The costs of a corrective measure or recall are borne by the Party to whom the origin of the defect is attributable: the Client where the defect arises from its Specifications, its specifications, the content of its own markings, a modification it has made, storage, assembly, installation, or the instructions for use it has issued; Sorva where the defect arises from the design or manufacture of the Goods, including through the fault of the Supplier it has chosen. Where several causes contribute, costs are shared in proportion to each cause's contribution. The mere fact that the Goods bear the Client's trademark does not result in any attribution to it. Each Party bears its own internal costs.

The obligations imposed by law on the operator responsible for a corrective measure or recall, in particular Articles 35 to 37 of Regulation (EU) 2023/988, are unaffected by either Article 14.2 or Article 14.3. Where the origin of the defect is attributable to Sorva or to the Supplier it has chosen, the direct cost of the recall borne by the Client, namely the duly evidenced costs of return transport, sorting, removal, reinstallation, destruction, and informing recipients, is reimbursed to it, by way of derogation from the exclusions in Article 14.3 and in addition to the cap under Article 14.2, up to the limit of the cover amount of the products liability insurance referred to in Article 14.8 and, failing cover, up to one time the price excluding VAT of the Order concerned.

13.5 Stated use. Conformity is assessed by reference to the use and market stated in writing by the Client and to those of which Sorva was aware or could not have been unaware, given the Client's activity as shown in the Quote.

Before the Quote is issued, Sorva questions the Client in writing on the intended use, the place of use, the public concerned, and the regulations specific to its activity, in particular public access, intensive professional use, food contact, use by children, outdoor use, use in a damp environment or an explosive atmosphere, and fire-reaction requirements; it records the Client's answers in the Specifications or the Validation Sheet. The Client informs Sorva of any regulations specific to its activity or to the use it intends for the Goods, and of any change of use or intended purpose before shipment.

Sorva is not liable for the suitability of the Goods for a use or market of which it was unaware and on which it had questioned the Client in writing without obtaining a response, or on receiving an inaccurate or incomplete response.

13.6 Products subject to specific regulation. Certain Goods are subject to specific rules on export, import, placing on the market, or use: - machinery and work equipment: CE marking, EU declaration of conformity, instructions in French, technical file, and EU type-approval of engines for non-road mobile machinery under Regulation (EU) 2016/1628. From 20 January 2027, the date on which Directive 2006/42/EC is repealed, the requirements applicable to machinery placed on the market or put into service from that date are those of Regulation (EU) 2023/1230; Goods placed on the market before that date remain governed by Directive 2006/42/EC; - electrical, electronic, and radio equipment: CE marking under several instruments, a single EU declaration of conformity, a responsible economic operator established in the Union; - personal protective equipment: Regulation (EU) 2016/425, CE marking, EU declaration of conformity, instructions in French, a responsible economic operator established in the Union; - products containing lithium batteries: Regulation (EU) 2023/1542 and dangerous goods transport rules; - drones: class marking and a responsible person; registration of the operator, training of remote pilots, and operating rules fall exclusively on the Client; - dual-use goods subject to export control, in particular under Regulation (EU) 2021/821; - toys, food-contact products, textiles (composition labelling), and second-hand goods.

The regulatory requirements applicable to the Goods are those in force as at the date they are placed on the market, whatever the stipulations of these Conditions. Sorva informs the Client in writing of any change known to it that affects an Order in progress; Article 2.4 applies to successive editions of these Conditions.

A Client ordering such Goods states so in the Quote. It is responsible for obtaining the administrative authorisations specific to its activity, its operations, and the use it makes of the Goods, and for complying with the operating, training, installation, and safety rules applicable at its site. Conformity of the Goods with the requirements applicable to their placing on the market falls, depending on the Mode and the Incoterm, on the Party that is the importer or manufacturer within the meaning of Articles 13.1 and 13.2; the Quote may not relieve it of this.

Sorva may refuse such Orders under the conditions of Article 4.4, require a declaration of end use and destination, make shipment conditional on the Supplier providing the EU declaration of conformity and test reports under the conditions of Article A8.5, and change the mode of transport, the time limit, and the price where the classification of dangerous goods so requires; no dangerous goods are shipped without a conforming declaration.

13.7 Refused products. Whatever the Mode, Sorva does not act in respect of single-use electronic vaping devices, prohibited in France, nor in respect of any product whose manufacture, import, or marketing is prohibited. An Order for such a product is void. Sums paid are refunded within fifteen (15) days, with no deduction whatsoever and without

Articles 6.5, 9.2, and 13.9 applying; by way of exception, where the Client has concealed the nature of the product or provided inaccurate information, evidenced irrecoverable costs remain at its expense.

13.8 Second-hand machinery and work equipment from third countries. Under European and French law, machinery bought second-hand outside the European Union is treated as new machinery when first placed on the Union market, with all the design, certification, and marking obligations applicable to new machinery, even if it has already been used elsewhere (Article R4311-1 of the French Labour Code). For this reason, Sorva never acts as seller, importer, manufacturer, or party responsible for placing on the market, for second-hand machinery, plant, and work equipment from third countries, including non-road mobile machinery and their engines.

For such goods, Sorva acts exclusively under Mode C, the Client buying and importing in its own name and being solely responsible for conformity, certification, marking, the EU declaration of conformity, and the instructions. Sorva refuses any engagement concerning such goods where it appears, from the documents available, that bringing them into conformity with the requirements applicable to new equipment, including EU type-approval of the engine for non-road mobile machinery, cannot be achieved; it may refuse in all other cases. Before any engagement, Sorva provides the Client with the information notice in Annex 9, which the Client signs.

Where the impossibility of bringing the goods into conformity results from elements that Sorva could establish, from the documents available, before the Order, Article 4.4 applies and the sums paid are refunded in full. Where it appears only during the engagement, only the fees for the stages actually completed and evidenced are due. Where it results from inaccurate information from the Client concerning the origin, age, prior use, or documentation of the goods, the fees for the stages completed remain due in all cases.

Sorva informs the Client that the buyer or lessee of work equipment or protective equipment delivered in conditions contrary to Articles L4311-1 and L4311-3 of the French Labour Code may, notwithstanding any clause to the contrary, seek rescission of the sale or lease within one year from the date of delivery, and that the court granting such rescission may award it damages. Neither Article 14.2, nor Article 14.3, nor Article 14.7 may be relied upon against this action or these damages.

For other second-hand goods, the condition of the Goods is described in a condition report drawn up by Sorva or by the third party it designates, dated, accompanied by photographs, and submitted for the Client's written acceptance before the Order; the Client may request, at its own expense, an on-site inspection by a third-party body. Only defects actually described and accepted are not latent defects.

13.9 Sanctions and export control. Each Party states that it does not appear on a European Union, French, or United Nations sanctions list, that it is not held or controlled by a person appearing thereon, and undertakes not to route, resell, or divert the Goods to a prohibited destination, user, or use. The Client states the end use and the country of final destination of the Goods and provides an end-user declaration on request.

Sorva may suspend or rescind, without compensation, any Order whose performance would contravene these rules or would be prevented by an export control measure, licence, embargo, or restriction imposed by the authorities of the country of origin or destination.

The treatment of sums paid is governed by the following rules: where Sorva refuses the Order or terminates it for one of the reasons set out in Article 4.4, the refund is made in full under the conditions of that Article; where performance is prevented by a control measure arising after the Order, the sums are refunded less only evidenced irrecoverable costs; where the applicable measure requires the freezing of funds or prohibits making them available, Sorva retains the sums in a dedicated account, informs the competent authority thereof, and makes no refund without its written authorisation, the Client being notified thereof.

13.10 Unique identifiers. In accordance with Article R541-173 of the French Environmental Code, the unique identifiers issued to Sorva for the schemes under which it has the status of producer are set out in the table below.

SCHEME	PRODUCER RESPONSIBILITY ORGANISATION	UNIQUE IDENTIFIER	DATE OF ISSUE
Packaging			
Furnishing items			
Electrical and electronic equipment			
Batteries			
Clothing textiles			
Toys, sports and leisure items, DIY and garden items			
Building construction products and materials			

This table is kept up to date. Its dated version in force is published at sorvatrade.com/conditions and on the website's legal notices page, attached to each Quote together with the copy of these Conditions, and incorporated into the next edition of these Conditions; the version attached to the Quote is the one applicable to the Order.

Sorva places no Goods on the national market under a scheme for which it is not registered. No Order under Mode A DDP for Goods falling under an extended producer responsibility scheme is accepted unless the unique identifier for each scheme concerned is shown in the Quote.

Where the Client has the status of producer within the meaning of Article 13.3, it provides Sorva with its own unique identifiers before shipment; failing that, Sorva suspends shipment, and this delay is not attributable to it.

13.11 Re-export to Russia and export due diligence. Where the Order concerns goods or technologies listed in Annexes XI, XX, XXXV, or XL of Regulation (EU) No. 833/2014, or firearms and ammunition listed in Annex I of Regulation (EU) No. 258/2012, and the place of destination is located outside the European Union in a country other than those listed in Annex VIII of Regulation (EU) No. 833/2014, the Client undertakes not to re-export these goods to the Russian Federation or for use in Russia, and contractually imposes the same prohibition on its own counterparties.

Any breach of this undertaking constitutes a serious breach within the meaning of Article 9.3, entitles Sorva to suspend performance and immediately rescind the Order without compensation, and renders the Client liable, as a penalty clause within the meaning of Article 1231-5 of the French Civil Code, for an indemnity equal to thirty per cent (30 %) of the amount excluding VAT of the goods concerned, with a minimum of ten thousand (10,000) euros. The Client informs Sorva without delay of any breach of which it is aware; Sorva informs the competent authority of the Member State in which it is established thereof.

Sorva identifies, assesses, and documents the risks of export to Russia or for use in Russia of the goods it sells, supplies, transfers, or exports, implements policies, controls, and procedures proportionate to its nature and size, and keeps these assessments up to date. The Client provides it, on first request, with the information necessary for this due diligence, in particular the identity of the end user, the final destination, and the intended use.

13.12 Modification of the Goods by the Client. The Client undertakes not to modify the Goods in a manner liable to affect their conformity or safety without informing Sorva thereof in writing beforehand. A modification is substantial where it has an impact on the conformity or safety of the Goods.

Any substantial modification confers on the Client the status of manufacturer, for the modified part or for the entire Goods where the modification has an impact on their safety, with the resulting obligations. It ends Sorva's and the Supplier's commercial warranties over the modified items and over those whose functioning is affected by the modification, without prejudice to the statutory warranties within the limits of Article A6.5.

The Client indemnifies Sorva, under the conditions of Article 12.5, against any claim, action, administrative measure, judgment, and cost resulting from the modification, including towards third parties. It retains and provides Sorva, on first request, with the documents establishing the condition of the Goods before modification, the nature of the modification, and who carried it out.

13.13 Resale to consumers. The Client states in the Quote whether it resells the Goods to consumers. In that case, it assumes the obligations that the regulations place on the distributor or, where it has that status within the meaning of Article 13.2, on the manufacturer, in particular pre-contractual information, the provision of instructions and safety information, the statutory warranty of conformity towards its buyers, the keeping of a register of complaints, and, in the event of a recall, the remedy owed to the consumer under Article 37 of Regulation (EU) 2023/988.

Sorva provides the Client, before shipment, with the instructions, warnings, safety information, and warranty terms in French necessary for this resale, under the conditions of Article A8.5.

Contractual undertakings that the Client grants to its own buyers beyond the statutory minima may not be relied upon against Sorva and do not alter either the scope of its obligations or the stipulations of Article 14.

13.14 Inspection, detention, reassessment, and seizure. Each Party informs the other, within two (2) Business Days of becoming aware of it, of any inspection, detention, seizure, reassessment, and confiscation affecting the Goods, and of any related claim from a customs or tax authority or a producer responsibility organisation. The schedule is suspended under the conditions of Article 7.2.

Duties, taxes, penalties, interest, and costs resulting from an inspection or reassessment are borne by the Party to whom the error or omission is attributable. Those resulting from inaccurate or incomplete information it has provided concerning the nature, composition, origin, value, destination, or use of the Goods, or from a failure to comply with formalities that are its responsibility, are in particular borne by the Client; those resulting from an error attributable to Sorva itself or to its customs representative are borne by Sorva. Under Mode A DDP, corrections, new duties, and trade defence measures, in particular anti-dumping or countervailing duties, are passed on to the Client under the conditions of Article 6.4(c) and Article A3.2.

Each Party retains the documents relating to the Order for the periods for notification of the customs debt provided for by the Union Customs Code, and for at least ten (10) years. Each Party provides the other with the documents useful for an appeal and may take part therein at its own expense; neither Party waives an appeal liable to reduce the other's liability without having informed it in writing.

In the event of detention on suspicion of infringement of an intellectual property right, the costs of storage, expert assessment, release, and, where applicable, destruction are borne by the Party to whom the infringement is attributable; the indemnities under Article 12.5 apply.

Article 14 · Liability

14.1 Overall balance and nature of the obligations. The stipulations of Articles 7.5, 9.2, 14.2, 14.3, 14.7, A5.3, and A5.4 form, together with payment on Order provided for in Article 8.1, an overall balance. In consideration, Sorva: - sells delivered, under DAP or DDP, and thereby bears the risk of loss and damage to the Goods throughout transport to the agreed place of destination, whereas an ex-works sale would place this risk on the Client from the moment of handover to the carrier in the country of manufacture; - has the Goods insured during transport under the conditions of Articles A4.4 and 14.8; - bears the risk of Default by the Supplier it has chosen under the conditions of Article A7, subject to the reservation provided for in Article A1.3 where the Supplier is required by the Client, and in that case offers a replacement solution of equal conformity and at the same price; - charges no file fee, the costs under Article 6.5 being due only where they result from an act of the Client and on production of supporting evidence; - does not revise its price outside the objective, quantified, and reciprocal cases set out in Article 6.4; - pays the delay indemnity under Article 7.5; - absorbs, up to three per cent (3 %) of the price excluding VAT, the additional cost of a replacement solution in the event of an exonerating event (Article 15.3) and that of a measure by an authority arising after the order is placed with the Supplier (Article 8.2(g)); - automatically applies, without request from the Client, the downward revision under Article 6.4 (Article 15.4); - pays the interest under Article 8.2 bis on sums it holds beyond ninety (90) days; - contractually suspends limitation periods during the amicable settlement phase (Article 21.2); - is liable for the quality control subscribed to, under the conditions of the specific cap in Article 14.2 bis; - handles follow-up of complaints and passes on the Supplier's warranty for twenty-four (24) months (Article A6.2); - returns all sums paid, with no deduction whatsoever, in the cases provided for in Articles 4.4, 4.5, 8.2, 13.7 and A7.3, and returns them subject only to the deductions stated in those Articles in the cases provided for in Articles 6.4, 7.5, and 15.3.

These stipulations are negotiable in the Special Conditions.

Under Mode A, Sorva is bound by the seller's obligations under the conditions of Title II. Under Modes B, C and D, Sorva is bound by an obligation of means in the sourcing, vetting, negotiation, coordination, and follow-up; it is bound by an obligation of result for performance of the inspection protocols subscribed to in the Quote, for delivery of the identified Deliverables, and for the return of funds and documents entrusted to it. Performance of an inspection protocol is a result; its outcome is not: a sample-based inspection constitutes neither a guarantee of conformity of the entire batch, nor an acceptance, under the conditions of Articles A2.4 and C5.

Sorva retains, for each Order and for ten (10) years, the items establishing performance of its diligence: inspection reports subscribed to, with their photographs and protocol, alerts received from the Supplier and their transmission to the Client, progress information under Article 7.4, points requiring attention under Article 5.2, and the Client's responses under Article 13.5. It provides them to the Client on first request.

14.2 Cap. Unless a mandatory provision provides otherwise, Sorva's liability towards the Client for damages, all causes and all heads of loss combined in respect of an Order, is limited to: - under Mode A, the price excluding VAT of the Order concerned; - under Modes B, C and D, the highest of three (3) times the fees and commissions excluding VAT due for the engagement concerned, fifteen thousand (15,000) euros, and five per cent (5 %) of the Value of the Goods that are the subject of the engagement, up to a limit of fifty thousand (50,000) euros. For an engagement performed on a continuing basis, the fees taken into account are those for the last twelve (12) months.

This cap applies only to damages. It does not apply to the refund of sums paid by the Client, nor to the return of funds called for on its behalf and documents belonging to it, nor to refunds following cancellation or rescission of the Order, which are due in full. The fixed indemnity under Article 4.5 is added to the cap and is not included within it. The reimbursements provided for in the last paragraph of Article 13.4 and the last indent of Article 14.3 are likewise added to the cap, within the limits they set.

This cap is the consideration for the undertakings listed in Article 14.1 and for the price level applied. It is negotiable and may be raised in the Special Conditions; the Quote then states, where applicable, the cost of the corresponding additional insurance, to the exclusion of any other increase.

14.2 bis Specific cap for quality control engagements. By way of derogation from Article 14.2, where an inspection option has been subscribed to under Articles A2.4, B3.3 or C5, Sorva's liability for a proven breach of the protocol subscribed to is limited to the highest of the following three amounts: twenty (20) times the amount excluding VAT of the fees for the inspection concerned, twenty-five thousand (25,000) euros, or the cap under Article 14.2; it may in no case exceed the value excluding VAT of the batch inspected. Within this cap, Article 14.3 does not apply to the direct costs of sorting, reworking, removal and reinstallation, storage, and return of non-conforming Goods that the inspection subscribed to should have detected. Sorva additionally redoes the inspection at its own expense or reimburses the fees for the inspection concerned. This cap has been set having regard to the price of the inspection; it is negotiable and may be raised in the Special Conditions by adjusting the price.

14.3 Scope of recoverable loss. The Parties agree, pursuant to Articles 1231-3 and 1231-4 of the French Civil Code, to limit the compensation due by Sorva to direct, certain, and foreseeable material loss. The following intangible losses are excluded, to the extent permitted by law, whether or not characterised as indirect: - loss of operation, loss of turnover, loss of margin, loss of customers, and loss of opportunity; - damage to image or reputation; - penalties or indemnities owed by the Client to its own customers; - labour costs for removal and reinstallation, and the immobilisation of premises, a worksite, or an event, subject to the last paragraph of Article 13.4; - additional costs of substitute supply, except where the Client has given Sorva Formal Notice to perform and Sorva has not performed within a reasonable time; in that case, reimbursement of the additional cost is due in addition to the cap under Article 14.2, up to a limit of thirty per cent (30 %) of the price excluding VAT of the Order, it being the Client's responsibility to establish that the replacement price was reasonable. By express derogation from Article 8.7, the Client may set off this additional cost, once evidenced by invoices, against the sums it owes Sorva.

The exclusions in this Article apply symmetrically to claims by Sorva against the Client, with the exception of the penalty clauses expressly stipulated in these Conditions, which are subject to the power of reduction under Article 1231-5 of the French Civil Code.

"Critical date" option. Where the Client states in the Quote an opening date, a dated event, or a dated commissioning to which the Goods are intended, it may subscribe, in the Quote, to the "critical date" option. The price of this option is stated in the Quote. Where it is subscribed to, the fixed indemnity under Article 7.5 is raised to one per cent (1 %) of the price excluding VAT of the Goods per full week of delay and its cap to fifteen per cent (15 %) of that price. This indemnity liquidates, to the exclusion of any other compensation and save for fraud or gross negligence, the operating loss resulting from the delay.

14.4 Mandatory exceptions. Articles 14.2, 14.3, and A6.2 do not apply: - in the event of fraud or gross negligence by Sorva, its directors, its employees, its subsidiary, and any subcontractor or substitute to which it has entrusted performance pursuant to Article 16; - to personal injury; - to liability for defective products under the conditions of this Article; - to the statutory obligations of the operator responsible for a corrective measure or recall, nor to the reimbursement provided for in the last paragraph of Article 13.4; - to the action for rescission under Article L4311-5 of the French Labour Code, available to the buyer or lessee of any non-conforming work equipment, nor to the damages that the court may award on that basis; - to refunds following cancellation or rescission of an Order; - to the warranty against latent defects under Articles 1641 et seq. of the French Civil Code, except in the limited case provided for in Article A6.5; - to warranties and obligations from which no derogation is possible.

Nor do they apply to administrative, criminal, or tax fines imposed on either Party, which remain at the expense of the sanctioned Party, or to the cost of administrative enforcement measures ordered by an authority (bringing into conformity, withdrawal, recall, destruction of the Goods), borne by the Party to whom the origin of the defect is attributable under the conditions of Article 13.4.

Damage to the Client's property caused by a safety defect. For Goods placed on the market before the date on which the French provisions transposing Directive (EU) 2024/2853 enter into force, Sorva's liability for damage caused to property not used by the victim mainly for its own private use or consumption is limited under the conditions of Article 14.2, in accordance with the second paragraph of Article 1245-14 of the French Civil Code. For Goods placed on the market from that date, damage caused to property used exclusively for professional purposes does not fall under the defective products liability regime; it is compensated, where applicable, on a contractual basis, under the conditions and within the limits of Articles 14.2 and 14.3. In both cases, no limitation applies to personal injury or to damage caused to property used wholly or partly for private use.

These limitations apply only as between Sorva and the Client. They may not be relied upon against any third party who is the victim of a safety defect.

14.4 bis Refunds and indemnities excluded from the cap. Articles 14.2, 14.2 bis, and 14.3 apply neither to the obligation to refund sums paid by the Client, nor to the obligation to return funds received on the Client's behalf and not applied, nor to the obligation to return documents and data provided by the Client or received on its behalf, nor to the obligation to refund fees received for Services not performed, nor to the indemnity under Article D3.4. These refunds are due in full, plus interest at the statutory rate from Formal Notice or, where these Conditions so provide, automatically; they do not constitute compensation and are not set off against any cap.

14.5 Identification of the producer. Sorva retains, for each Order and for ten (10) years, the identity, company name, and address of the Supplier and the manufacturer of the Goods. This undertaking survives any transfer of Sorva's business, control, or activity.

In the event of a claim based on a safety defect, Sorva provides the Client, within ten (10) Business Days of its written request, with the identity and address of the Supplier and the manufacturer of the Goods concerned, so as to enable it to comply, within the time limits allowed to it, with the identification obligations arising from Article 1245-6 of the French Civil Code and the instruments that succeed it.

The Client uses this information only for the purposes of the claim, informing the victim, responding to authorities, and pursuing its remedies; Articles 10 and 11 do not preclude this use and no penalty is due in that respect. It undertakes, however, not to use it to order, have manufactured, or acquire products from the Supplier or manufacturer thus identified; Article 10.2 and Article 11 apply to that use alone.

14.6 Exonerating causes. Sorva is not liable for loss whose exclusive cause lies in: - an act of the Client or its employees: specifications, choice of Supplier under the conditions of Article A1.3, use, installation, storage, maintenance, modification, or resale; - an act of a third party chosen and instructed by the Client alone: carrier, forwarding agent, installer, customs representative. This exonerating cause does not apply under Mode A to transport contracted by Sorva, which bears the risk thereof until delivery under the conditions of Article A4.2; - the events referred to in Article 15; - regulations specific to the Client's activity not disclosed by it, where Sorva had questioned it in writing on this point under the conditions of Article 13.5.

Where several causes contribute to the loss, compensation is reduced in proportion to the causal share attributable to the Client or to the third party it has chosen. The Client's choice of a Supplier is an exonerating cause only if Sorva communicated to it in writing, before the Order, the reservations called for by that choice, in accordance with Articles 5.2 and A1.3. This Article does not limit the scope of Article A6.6, which determines what does not constitute a lack of conformity.

14.7 Limitation period. Any action by either Party against the other based on the Order, other than actions falling under warranties or mandatory statutory time limits, is time-barred on expiry of a period of twenty-four (24) months from the day on which the Party bringing the action knew or ought to have known the facts enabling it to exercise it, and at the latest five (5) years after delivery of the Goods or provision of the Deliverables, in accordance with Article 2254 of the French Civil Code.

Expressly reserved are the warranty against latent defects, liability for defective products, actions for payment of anything payable annually or at shorter periodic intervals, in particular the monthly fees under Modes B, C and D, and any action subject to a mandatory time limit. This time limit likewise does not apply to actions based on Articles 10, 11, and 12, which remain subject to the statutory time limits.

The time limit for actions arising from an inspection, reassessment, detention, seizure, or claim from a customs, tax, or administrative authority or a producer responsibility organisation runs from notification of the measure to the Party concerned; the five (5) year longstop provided for in the first paragraph may not be relied upon against them.

This reduction is reciprocal. It is the consideration for the following undertakings by Sorva: passing on the Supplier's warranty and centralising complaints as provided for in Article A6.2; the accelerated procedure under Article A5.5, involving a written position within twenty (20) Business Days and silence constituting acknowledgement; retaining, for ten (10) years, the identity of the Supplier and the manufacturer as provided for in Article 14.5; and following up complaints throughout the time limit.

The twenty-four (24) month time limit provided for in the first paragraph is suspended, in respect of the Client's action for indemnity over, from the day on which the Client notifies Sorva in writing of the claim brought against it by its own buyer, until the end of the corresponding proceedings, provided that the action for indemnity over may not be brought more than twelve (12) months after the decision becomes final or the settlement concluded with Sorva's written consent.

14.8 Insurance. Sorva states in the Quote, for each policy in force as at the date of the Quote (professional indemnity insurance, products liability insurance, insurance of the Goods during transport under Mode A), the insurer, the policy number, the amount of cover per claim and per year, the excess, and the territorial scope, and attaches the corresponding certificates. Where one of these policies is not in force as at the date of the Quote, the Quote expressly states so; the caps and exclusions under Articles 14.2 and 14.3 may not then be relied upon against the Client, for the Order concerned, for losses that policy would have covered.

As at the date of the edition of 17 September 2026 of these Conditions, the professional indemnity insurance policy has not been taken out. Until it takes effect, the caps and exclusions under Articles 14.2 and 14.3 may not be relied upon against the Client for losses that policy would have covered. This statement is made in the Quote, on the Service page and in the order summary of Orders falling under Article 23, in accordance with Articles 23.6 and D6.5.

The Quote states, for each policy in force, the insurer, the policy number, the amount of cover per claim and per year, the excess, and the territorial scope; the certificates are attached to the Quote. Sorva informs the Client in writing, within five (5) Business Days, of any termination, suspension, or reduction of cover affecting an Order in progress; the Client may then suspend payments not yet due or rescind the Order in writing, without compensation on either side, and obtain a full refund of the sums paid within fifteen (15) days.

Failing actual subscription of a policy mentioned in the first paragraph, the caps and exclusions under Articles 14.2 and 14.3 may not be relied upon against the Client for losses that policy would have covered.

The Client takes out and maintains the insurance covering its own operating risks and, where it is the importer, the Goods from the transfer of risk; it provides evidence thereof on request.

For as long as insurance of the Goods during transport has not been taken out, Articles A4.4, 14.1, and Annex 3 may not state that the Goods are insured.

14.9 Amicable settlement without admission. Any proposal from Sorva to settle a complaint amicably (goodwill gesture, partial replacement, credit note, buy-back) is made without prejudice and without admission of liability, unless expressly stated otherwise, and does not entail a waiver of the stipulations of these Conditions. Where Sorva expressly acknowledges a defect, its acknowledgement has the effects that the law attaches to it.

This Article does not preclude the effects that Article A5.5 attaches to the express acknowledgement of a defect and to Sorva's silence on expiry of the twenty (20) Business Day time limit.

Conversely, continued performance, payment of an invoice, acceptance of a partial delivery, or use of the Goods by the Client constitutes neither a waiver of its rights nor an acknowledgement of the conformity of the Goods, without prejudice to Articles A5.2, A5.3, A5.4, and 9.4.

14.10 Financial guarantees offered to the Client. The Client may request, before accepting the Quote, that the payment provided for in Article 8.1 be accompanied by one of the following guarantees, the conditions and price of which the Quote then states: - payment of the sums into an escrow account held by a third party, released according to the schedule agreed in the Quote; - a bank guarantee for the return of sums paid, up to the amount and for the duration agreed; - a payment schedule tied to the stages of the Order, in particular the order being placed with the Supplier, validation of the pre-production sample, and shipment.

Sorva states in the Quote, for each option, the corresponding cost and the time it involves. The choice of one of these guarantees entails no change to the other stipulations of these Conditions.

14.11 Allocation of sums received and undertaking to refund. Sums paid by the Client are allocated to the Order for which they are called and tracked by file reference. Under Mode B, funds called for on behalf of the Client are held under the conditions of Article B2.2 and are not commingled with Sorva's fees.

Where these Conditions provide for the refund of sums paid, this refund is an obligation of result on Sorva's part; it is not damages, is subject to no cap, and is performed within the time limit provided for by the applicable stipulation. Sorva evidences, on first request and at the latest within ten (10) Business Days, the sums deducted in respect of costs incurred or irrecoverable, with supporting documents.

14.12 Third-party claim, joinder, and conduct of the defence. A Party that is the subject of a claim, action, or administrative measure liable to give rise to a recourse against the other informs the other thereof in writing within five (5) Business Days, sends it the relevant documents, and keeps it informed of the progress of the proceedings.

Each Party may voluntarily intervene in the proceedings or be joined as a warrantor and take part in the defence at its own expense. Neither Party settles or admits a claim liable to give rise to a recourse against the other without the other's prior written consent; failing that, the settlement or admission may not be relied upon against it.

Evidenced defence costs follow the final attribution of the cause of the loss, under the conditions of Articles 13.4 and 12.5.

Article 15 · Exempting events and force majeure

15.1 Force majeure. Neither Party is liable for a failure to perform resulting from an event of force majeure within the meaning of Article 1218 of the French Civil Code. In accordance with the second paragraph of that article, if the impediment is temporary, performance of the obligation is suspended; if the impediment is permanent, the Order is terminated automatically and the Parties are released from their obligations, with restitution taking place under the conditions of Article 15.3. The Parties recall that the debtor of a monetary obligation cannot be released from that obligation by invoking an event of force majeure: this article does not relieve the Client of payment of sums due, nor Sorva of the restitution of sums it has received.

15.2 Assimilated events. The following events are deemed to be beyond the control of the Party invoking them, without that Party having to demonstrate this condition under Article 1218 of the French Civil Code, provided that they actually prevent performance of the Order, that their effects cannot be avoided by appropriate measures, and that, as at the date of the Quote, they had neither occurred, nor been announced by an authority or by the operator concerned, nor been reasonably foreseeable: - closure, requisition or shutdown of a factory, port, airport or border by decision of an authority; health measures; - restrictions, prohibitions or export or import licences, embargoes and sanctions; - strike or blockade affecting ports, customs or transport; - closure of a canal, strait or shipping route; diversion of a vessel or flight imposed by an authority, by an event on this list, or by a security measure decided by the carrier; - natural disaster, fire, flood; - cyberattack affecting a carrier, a forwarding agent, a port or customs platform; general failure of an energy or telecommunications network, excluding any failure affecting solely the IT systems, subscriptions or providers of the Party invoking it, which falls under Article 15.5.

The Party invoking one of these events notifies it under the conditions of Article 15.3 and substantiates it, within ten (10) days of its notification, by a document issued by an authority, a transport or insurance operator, or a verifiable public source. It is for the Party invoking the event to establish that it falls within this article.

Commercial default by the Supplier is not an exempting event; it is governed by Article A7 and by the applicable Title. Delays, cancellations, overbookings and port congestion arising from carriers' ordinary operations are likewise not exempting events: they fall under the delay regime of Article 7.5, unless the Party invoking them establishes that they are the direct consequence of an event listed above.

The introduction, amendment or correction, by an authority, of customs duties, anti-dumping or countervailing duties, taxes or import or export measures does not constitute an exempting event: it falls under Article 6.4 (c), which governs price revision and the Client's right to terminate, including after the order has been placed with the Supplier. By contrast, a prohibition on exporting, importing or marketing the Goods, as well as the refusal or withdrawal of a licence necessary for the transaction, falls within this article.

15.3 Effects. The prevented Party informs the other in writing within five (5) Business Days of becoming aware of the event, specifying its nature and expected duration. Failing notification within this period, it may not rely on the event for the period prior to its effective notification, unless the other Party had knowledge of it by other means. Time limits are suspended for the duration of the event.

Sorva seeks a reasonable alternative solution (another route, another carrier, another Supplier of equal conformity with the Validation Sheet) and implements it at its own cost where the resulting extra cost does not exceed three per cent (3 %) of the price excluding VAT of the Order. Beyond that, it notifies the extra cost to the Client with supporting evidence; the Client has ten (10) Business Days to, at its choice, accept the extra cost, refuse it and keep the Order suspended until the end of the event, or terminate the Order in writing. The Client's silence is deemed to constitute refusal and continued suspension. No other price supplement may be claimed under this article.

If the impediment lasts more than ninety (90) days, either Party may terminate the Order in writing. Where the impediment is permanent, the Order is terminated automatically as at the date of the event, in accordance with the second paragraph of Article 1218 of the French Civil Code, without the ninety (90) day period being applicable; Sorva informs the Client in writing within five (5) Business Days.

In all cases of termination provided for in this article, Sorva refunds the sums paid within fifteen (15) days of termination, after deduction only of unrecoverable costs incurred on the Client's instruction and evidenced, and of Goods already delivered and accepted. These sums bear interest at the statutory rate from the written request for restitution, in accordance with Article 1352-7 of the French Civil Code. No other compensation is due by either Party.

15.4 Hardship. Article 1195 of the French Civil Code is excluded between the Parties, who agree to assume the risk of a change of circumstances rendering performance more onerous for them. In consideration for this mutual waiver, the downward revision under Article 6.4 applies automatically, without the Client having to request it, as soon as one of the parameters mentioned in that article varies in its favour beyond the same thresholds; Sorva substantiates this by producing only the documents relating to the parameters concerned, to the exclusion of any other information on its purchasing terms, in accordance with Articles 3.2, 6.2 and A1.2. The Special Conditions may, pursuant to Article 2.7, maintain the application of Article 1195 to the Order.

15.5 Continuity, incident affecting a Party, death, incapacity. A security incident, a cyberattack or a failure affecting the systems, messaging or signature platform of Sorva, its subsidiary or one of their providers is not an exempting event within the meaning of Article 15.2. Sorva informs the Client within twenty-four (24) hours of becoming aware of it, provides a backup communication channel, and implements its recovery resources without delay; the schedule is suspended only for the period strictly necessary for recovery and for a maximum of ten (10) Business Days. Unavailability of the signature platform affects neither the validity nor the evidence of Orders already formed, which result from the elements archived in accordance with Article 18.3.

The death, incapacity or lasting impediment of a director, partner or employee of Sorva does not entail automatic suspension or termination of the Order. Sorva appoints a replacement point of contact within ten (10) Business Days and notifies the Client of their contact details. If performance remains actually prevented for more than thirty (30) days for this reason, the Client may terminate the Order in writing; restitution takes place under the conditions of the last paragraph of Article 15.3.

In the event of death or incapacity of a Client who is a natural person, the Client's successors or representative may, within sixty (60) days of the event, continue the Order or terminate it in writing. In the event of termination, only the costs incurred and evidenced within the meaning of (a) of Article 9.2 remain due; Sorva waives the lump-sum compensation provided for in (b) of the same article. The dissolution, judicial liquidation or cessation of activity of a Party that is a legal person is governed by the mandatory rules applicable to insolvency proceedings, from which these Conditions do not derogate.

Article 16 · Subcontracting, substitution and subsidiary

16.1 Scope of substitution. Sorva may entrust performance of all or part of the Services incumbent upon it to its subsidiary established in Guangzhou (People's Republic of China), Guangzhou Sorva Business Consulting Co., Ltd., registered in Tianhe district under unified social credit code 91440106MAKK868A42, whose address appears in the legal notices of sorvatrade.com, as well as to specialised providers (inspection bodies, laboratories, translators, photographers, developers) and, in Mode A only, to forwarding agents and freight forwarders (French « commissionnaire de transport »). In Modes B and C, transport, customs clearance and customs representation operators are contracted directly by the Client under the conditions of Articles B3.4 and C4; they are neither subcontractors nor substitutes of Sorva, which does not carry on the activity of freight forwarder (French « commissionnaire de transport ») in accordance with Article 3.6. The subsidiary does not buy, sell, import or export any Goods and has no power to bind Sorva.

16.2 Liability for the acts of substitutes. Sorva remains the Client's sole point of contact and answers for its subcontractors and substitutes, including its subsidiary, as for its own performance, within the limits of Article 14. In the event of an established breach by a substitute of the quality-control protocol subscribed to in the Quote, Article 14.2 bis applies.

16.3 Authorisation of substitution and direct action. The Client expressly authorises substitution, which, in Mode B, constitutes authorisation to substitute a third party within the meaning of Article 1994 of the French Civil Code. In accordance with the last paragraph of that article, the Client retains, in Mode B, the right to act directly against the person whom Sorva has substituted, including against its subsidiary; this stipulation limits neither that action nor the remedies available to the Client against providers it has itself contracted. This right is exercised against the substitute and does not alter the extent of Sorva's own liability, governed by Article 14 and by Article 16.2.

16.4 Information on substitutes and objection. Sorva keeps available to the Client, upon written request and within ten (10) Business Days, the list of subcontractors and substitutes involved in its Order, with their capacity and country of establishment. This list does not include the identity of the Supplier or of its own manufacturing subcontractors, which fall under Articles 10 and 11 and, in the event of a claim based on a safety defect, under the procedure of Article 14.5. For as long as Sorva has not placed the order with the Supplier, the Client may object in writing, for a legitimate reason relating to confidentiality or a conflict of interest, to the involvement of a specific substitute; Sorva then proposes an equivalent solution or, failing that, the Parties terminate the Order under the conditions of Article 9.1.

16.5 Cessation of the subsidiary. The dissolution, liquidation, cessation of activity of the subsidiary, or withdrawal of its authorisation to trade, does not affect the Order, the price or the agreed scope. Sorva substitutes, at its own cost, a provider of equivalent qualification and informs the Client in writing. Personal data entrusted to the subsidiary is then returned to Sorva or erased, in accordance with Annex 14, and the Client is informed accordingly.

Article 17 · Personal data

17.1 Processing. Sorva processes the personal data of the Client's contacts (identity, role, professional contact details, correspondence, billing data) for the management of the business relationship, performance of Orders, invoicing, debt collection, payment security, management of claims and disputes, commercial prospecting among professionals, publication of the Client's name as a commercial reference under the conditions of Article 10.3, and compliance with its legal obligations, on the basis of performance of the contract, its legal obligations, and its legitimate interest in managing, promoting and developing its business. The Client and the data subjects may object at any time, without reason and without cost, to processing based on Sorva's legitimate interest for prospecting and commercial reference purposes.

17.2 Recipients and transfers. The data is accessible to Sorva's authorised teams, to its Guangzhou subsidiary, which acts as processor within the meaning of Article 28 of Regulation (EU) 2016/679, on Sorva's documented instructions and solely for the purposes of sourcing, negotiation, production monitoring and quality control, and to its technical subcontractors (hosting, electronic signature, messaging, invoicing) and operational subcontractors (forwarding agents, inspection bodies) to the extent necessary.

Processing by the subsidiary involves a transfer to the People's Republic of China, a country that does not benefit from an adequacy decision of the European Commission. This transfer is governed by the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021, module 2 (controller to processor), signed between Sorva and its subsidiary, supplemented by the additional contractual, technical and organisational measures identified by the transfer impact assessment carried out by Sorva. The Client may obtain a copy of these clauses and a summary of this assessment upon written request, within fifteen (15) days.

Sorva limits to the strict minimum any communication of data to the Supplier. As a matter of principle, Goods are shipped to the address of Sorva, of its forwarding agent, or of a warehouse, without transmission to the Supplier of the Client's consignee data. Where direct shipment requires it, Sorva transmits to the Supplier only the name, address and contact details of the consignee; this transfer to the People's Republic of China then relies on point (b) of paragraph 1 of Article 49 of Regulation (EU) 2016/679, the transfer being necessary for the performance of the contract concluded with the Client, and, where the flow becomes recurring with the same Supplier, on the standard contractual clauses of Implementing Decision (EU) 2021/914 signed with it. The Client may request, for a given Order, that no consignee data be transmitted to the Supplier.

17.3 Retention periods, rights and information. Data is retained for the duration of the business relationship, then for the applicable limitation periods and the statutory retention periods for commercial and accounting documents, and in particular for the archiving period set out in Article 18.3 for the contractual documents of Orders. Prospects with no further follow-up are retained for three (3) years from the last contact.

Data subjects have the rights of access, rectification, erasure, restriction, objection and portability, exercisable at contact@sorvatrade.com, and the right to lodge a complaint with the Commission nationale de l'informatique et des libertés. Sorva responds free of charge to any request within one month, extendable by two months in case of complexity, after verifying the identity of the requester. No decision producing legal effects for a person is taken on the sole basis of automated processing. Any person may lay down directives as to the fate of their data after their death.

Sorva's privacy policy, available at sorvatrade.com/confidentialite, supplements these Conditions for the purposes of Articles 13 and 14 of Regulation (EU) 2016/679; in the event of divergence, the stipulation most protective of the data subject applies.

17.4 Data transmitted by the Client. The Client warrants that it is authorised to transmit to Sorva the personal data of its contacts, of its own customers, or of delivery consignees. Sorva informs these persons in accordance with Article 14 of Regulation (EU) 2016/679, through the first message addressed to them or by making its privacy policy available; where such information proves impossible or would require disproportionate effort within the meaning of paragraph 5 of that article, the Client communicates the address of that policy to the data subjects. This warranty does not discharge Sorva of any of its own obligations as controller; between the Parties, it forms the basis for the Client's contribution to the consequences of an unauthorised transmission.

17.5 Processing carried out on the Client's behalf. Where, in the performance of an Order, Sorva processes personal data on the Client's behalf, in particular the contact details of its customers or of delivery consignees, it acts as processor within the meaning of Article 28 of Regulation (EU) 2016/679 and the Client is the controller. Annex 14 hereto, which specifies the subject matter, duration, nature, purpose, categories of data and data subjects, security measures, the fate of the data at the end of the Order, and the list of sub-processors, constitutes the contract required by paragraph 3 of that article. Sorva processes this data only on the Client's documented instructions, ensures that persons authorised to process it are bound by a confidentiality obligation, assists the Client in responding to requests to exercise rights and in complying with its security obligations, and engages a sub-processor only under the conditions of Annex 14.

17.6 Data breach. Sorva notifies the Client of any personal data breach affecting data it processes on the Client's behalf, without undue delay and at the latest within forty-eight (48) hours of becoming aware of it, with the information it has on the nature of the breach, the categories and approximate number of data subjects concerned, the likely consequences, and the measures taken. In Modes B and C, the carrier, the forwarding agent and the customs representative are contracted by the Client and act on its behalf; notifications relating to a breach occurring at their premises are the Client's responsibility, Sorva communicating to it without delay the information it is aware of.

Article 18 · Evidence, notifications, archiving and security of exchanges

18.1 Evidence agreement. In accordance with Article 1356 of the French Civil Code, the Parties agree that electronic writings, electronic signatures, signature logs, timestamps, digital fingerprints, acknowledgements of receipt, emails and messages exchanged on the professional messaging services used for the Order, including WhatsApp and WeChat, are admissible between them as means of evidence of exchanges, validations, instructions and claims, whichever Party they originate from, and are taken as accurate until proven otherwise. The electronic signature affixed on the platform designated by Sorva constitutes consent within the meaning of Articles 1366 and 1367 of the French Civil Code and of Article 25 of Regulation (EU) No 910/2014.

This agreement concerns the admissibility and evidential value of writings, not their contractual effect: a modification of the Quote, the Validation Sheet, the price, the schedule or the scope of the Order results only from a written amendment accepted by both Parties in the forms set out in Article 4.6. This form requirement is reciprocal: neither Party may rely on a message exchanged on an instant messaging service to assert against the other a modification of the Order, a commitment to a firm delivery date, to a characteristic of the Goods or to a price; this does not prevent either Party from relying on such a message as a means of evidence, the assessment of its scope being left to the court's free discretion. This agreement establishes no irrebuttable presumption.

18.2 Notifications and address for service. Each Party elects domicile, for the performance of these Conditions, at the postal and electronic address stated in the Quote, and notifies any change in writing. The channels of notification are email and post to these addresses, as well as the signature platform designated in the Quote; instant messaging services are a means of evidence within the meaning of Article 18.1 and do not constitute a notification channel.

Routine notifications (validations, claims, progress information) are validly made by email; they are deemed received, unless proven otherwise, on the first Business Day following their sending. Where a notification triggers a period at the expiry of which the recipient loses a right or option, it is sent either by a means providing an acknowledgement of receipt, or by email followed by a written reminder; the period then runs from the first of the following two events: the date of the acknowledgement of receipt, or the second (2nd) Business Day following the reminder.

Formal notices, notifications of termination, claims initiating the amicable settlement procedure of Article 21.2, and notifications under Article 11, are made by registered letter with acknowledgement of receipt or by qualified electronic registered delivery satisfying the requirements of Article 44 of Regulation (EU) No 910/2014, within the meaning of Article L. 100 of the French Post and Electronic Communications Code, which the Parties, being professionals, agree to receive without any other prior consent; they take effect on the date of first presentation or of electronic availability.

18.3 Archiving and proof of delivery of the GTC. Sorva archives, for each Order, the accepted Quote, the GTC file attached to the Quote under its file name and digital fingerprint, the signature log and its timestamp, the Validation Sheets and the invoices, for at least ten (10) years and, for documents relating to the conformity of the Goods, for the duration of the statutory warranties. The production of these elements creates a presumption, until proven otherwise, that the GTC in the edition identified in the Quote were attached to it on a Durable Medium and communicated to the Client before the Order was formed, in accordance with Articles 2.3 and 2.10.

The Client obtains, free of charge and within fifteen (15) days of its written request, a copy of the contractual documents of its Orders: accepted Quote, attached GTC and their fingerprint, signature log, Validation Sheets, invoices, notices of arrival and transport documents concerning it. Reserved are documents covered by Articles 10 and 11 and by Articles 3.2, 6.2 and A1.2, in particular the identity and terms of the Supplier, purchase invoices, quotations and Sorva's margins; Article 14.5 applies in the event of a claim based on a safety defect.

18.4 Security of exchanges, bank details and identity theft. Sorva's only authentic channels are the domain sorva-trade.com, the telephone numbers appearing at the head of these Conditions, and the signature platform designated in the Quote; no commitment of Sorva results from any other channel.

Sorva's bank details are exclusively those appearing on the Quote and on the invoice. Sorva never changes its bank details by email or by messaging service; any message announcing such a change is presumed fraudulent. Before any first transfer, and before any transfer following a message announcing a change of details, the Client verifies the details by calling the telephone number appearing at the head of these Conditions. Payment made into the hands of a third party does not discharge the debt; this stipulation does not prevent Sorva's liability from being engaged in the event of a fault of its own.

Each Party informs the other, within twenty-four (24) hours of becoming aware of it, of any compromise of an email address, an account or a tool used for the Order, as well as of any impersonation of the identity, name, trademark or documents of the other Party of which it becomes aware, and cooperates in good faith in gathering evidence and in dealings with platforms, banks and authorities.

Article 19 · Ethics and transparency

19.1 Anti-corruption. Each Party undertakes not to offer, promise, grant, solicit or accept, directly or indirectly, any undue advantage with a view to obtaining or retaining an Order or favourable treatment, and undertakes to comply with applicable anti-corruption laws. Sorva grants no advantage, direct or indirect, to the Client's employees, directors or agents. No introduction commission may be paid to a person who is an employee, director or agent of the Client. The Client declares in the Quote the capacity of the business introducer who presented it; where this capacity is established, Sorva refuses the Order or suspends payment of any commission, save with the prior, specific, written authorisation of the Client's competent body stating the nature and amount of the commission. Payment of an introduction commission is suspended for as long as the introducer's capacity has not been declared.

19.2 Third-party remuneration. In Mode A, Sorva freely negotiates its purchasing terms and is not required to provide any information or restitution in this respect. In Modes B and C, Sorva is remunerated exclusively by the Client according to the Quote; it declares to the Client, in writing and within ten (10) Business Days of becoming aware of it, any remuneration, discount, rebate, credit note or advantage it would receive from a Supplier, a forwarding agent or any third party in connection with the matter, stating its nature, origin and amount where determinable or, failing that, its basis of calculation and an estimate, the final amount being communicated as soon as it is known. Sorva may retain it only with the Client's specific written authorisation, given after this disclosure; no general authorisation and no pre-printed wording in the Quote constitutes authorisation. Failing disclosure within this period, the advantage is repaid to the Client or set off against the fees, and the fees relating to the step concerned are not due. This article applies in the same terms to advantages received by Sorva's subsidiary, by any related company, and by any business introducer in connection with the Order. By way of exception to the foregoing, in Modes B and C, Sorva may neither receive nor retain any remuneration, discount, rebate, credit note or advantage from a Supplier, a forwarding agent or any third party in connection with the Order, even if disclosed and even if authorised by the Client; Article B2.7 applies.

Sorva records in the Quote, for each Order, the dated statement either that Sorva, its directors, its employees and its subsidiary have no personal interest, direct or indirect, in the Suppliers presented, or of the exact nature of such interest. Failing such a statement, the absence of interest is deemed to have been declared; if this proves false, the Client is entitled to termination without compensation and restitution of the fees for the mission concerned.

19.3 Supply chain. As at the date of the Quote, Sorva has no knowledge of elements giving rise to a presumption that the Goods or their components are the product of forced labour within the meaning of Regulation (EU) 2024/3015 of 27 November 2024. It obtains from the Supplier a written declaration to this effect, communicates it to the Client on request, and informs the Client without delay of any contrary element brought to its attention. The Client is informed that, as importer, it may be required to demonstrate the diligence exercised over its supply chain, and that the Goods concerned may be subject to withdrawal, a prohibition on placing on the market, or destruction ordered by an authority.

Where such a measure occurs before delivery, it prevents performance: the Order is terminated and Sorva refunds all sums paid under the conditions of the last paragraph of Article 15.3, except where the Supplier was imposed by the Client under the conditions of Article A1.3. Where it occurs after delivery, Articles 13.4 and 14.4 apply, the costs of the measure being borne by the Party to which the origin of the breach is attributable.

19.4 Public statements and disparagement. Each Party remains free to express publicly an opinion about the other, including a critical one. Each Party undertakes, however, to refrain from disparagement, that is, the disclosure of information liable to discredit the other, that is inaccurate, distorted or presented without restraint, as well as the disclosure of information covered by Article 10. Before any publication concerning an ongoing dispute, the Party contemplating it informs the other and allows it to respond within five (5) Business Days; recourse to the amicable settlement procedure of Article 21.2 remains available. This article makes the publication of a review, rating or testimonial subject to no authorisation, and does not restrict the exercise of a right or referral to an authority.

Article 20 · Language

20.1 Language of the contract. These GTC are drafted in French. Quotes, Validation Sheets and invoices are drawn up in French; a version in a foreign language may be attached for information purposes.

20.2 Client established outside France. Where the Client is established outside France, Sorva provides it, with the Quote and before the Order, with the full version of these Conditions in the language of negotiation where one exists, and in particular the full English version, and draws its attention, in that language, to Articles 7, 8, 9, 14, 15, 21 and 22. The Client acknowledges in the Quote having received this version. In the event of divergence or difficulty of interpretation between versions, only the French version prevails, and this precedence is not affected by the manner in which the translation was provided.

20.3 Translations and summaries. Translations provided to the Client bear, at the head, a statement that they are non-contractual. A summary in Chinese may be provided to Suppliers for information purposes; no summary takes the place of general conditions with respect to a Client, to whom only the full French version and, where applicable, its full English translation, are provided.

20.4 Documents provided with the Goods. Where Sorva is the importer of Goods intended for the French market (Mode A delivered DDP), it provides with them the instructions, labels, warnings, safety information and warranty terms in French, in accordance with Article 2 of Law No 94-665 of 4 August 1994. In other cases (Mode A delivered DAP, Modes B and C), this obligation falls on the importing Client, to whom Annex 10 is provided; Sorva obtains from the Supplier the documents available and forwards them under the conditions of Article A8.5.

Article 21 · Applicable law, amicable settlement and jurisdiction

21.1 Applicable law. These GTC and any Order are governed by French law, excluding its conflict-of-laws rules. The Parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), in accordance with its Article 6. The choice of French law does not relieve the importing Client of compliance with the mandatory rules of the country of destination of the Goods (customs, safety, conformity, export control), which remain its responsibility. It does not prevent the application of the mandatory provisions and overriding mandatory rules that the seised court considers applicable, in particular those of Title IV of Book IV of the French Commercial Code.

21.2 Prior amicable settlement. Before any action on the merits, the Party considering itself aggrieved notifies the other, in writing and in the forms of Article 18.2, of the subject matter of its claim and the documents supporting it; the Parties meet or confer within fifteen (15) days and seek a solution in good faith for thirty (30) days from notification. The condition is deemed fulfilled thirty (30) days after notification if no agreement has been reached.

This step is a condition of admissibility of the action on the merits, except for: protective or provisional measures; summary proceedings (référé); measures of inquiry sought before any trial; orders for payment (injonction de payer); recovery of a debt not disputed in principle; actions to stop an infringement of confidentiality or trade secrets; actions by the Client seeking restitution of sums paid, price reduction, or remedy for a defect of conformity where Sorva has not notified the written position provided for in Article A5.5 within the twenty (20) Business Day period; and any action for which the period to act, whether statutory or contractual, would expire within sixty (60) days.

Notification of the claim suspends, until the end of the amicable phase, the periods to act and the contractual time-bar periods provided for herein, in accordance with the second paragraph of Article 2254 of the French Civil Code; the period thus suspended begins running again for a duration which may not be less than three (3) months. This stipulation applies in particular to the period in Article 14.7.

The Parties may, by common written agreement, resort to a mediator or conciliator; limitation is then suspended under the conditions of Article 2238 of the French Civil Code. Where the amount in dispute is less than five thousand (5,000) euros excluding VAT, the Parties give priority to a free mediation or conciliation mechanism. For paid institutional mediation, the costs are shared equally.

21.3 Jurisdiction. To the extent permitted by law, and in particular where all parties have contracted in the capacity of merchant, any dispute relating to the formation, interpretation, performance or termination of an Order falls within the exclusive jurisdiction of the tribunal de commerce de Béziers (Béziers Commercial Court), including, as between the Parties, in the event of a claim for indemnity, an ancillary claim or urgent proceedings. Failing that, jurisdiction is determined under the general rules of law. In the event of multiple defendants and an indivisible dispute, this clause does not prevent the application of the second paragraph of Article 42 of the French Code of Civil Procedure.

Mandatory jurisdictions are expressly reserved, in particular those resulting from Articles L. 442-4 and D. 442-2 of the French Commercial Code: any claim based on Article L442-1 of the French Commercial Code falls within the jurisdiction of the specialised courts designated by those provisions, the Paris Court of Appeal alone having jurisdiction to hear appeals therefrom.

This clause does not prevent recourse to the court having territorial jurisdiction to order or enforce a measure of inquiry sought before any trial.

21.4 Clients established outside France. Depending on the Client's place of establishment: - in another Member State of the European Union: this clause constitutes a jurisdiction agreement within the meaning of Article 25 of Regulation (EU) No 1215/2012, concluded in written form through electronic acceptance of the Quote, which ensures its durable record; it is autonomous from the other stipulations of the Order; - in the United Kingdom, in Singapore, or in any other State party to the Hague Convention of 30 June 2005 on Choice of Court Agreements: it constitutes an exclusive choice of court agreement within the meaning of that convention; - in Switzerland: it applies under the conditions of the Lugano Convention of 30 October 2007 and of the Hague Convention of 30 June 2005 on Choice of Court Agreements, which Switzerland acceded to on 18 September 2024 and which entered into force there on 1 January 2025; - in a State not bound to France by an instrument for the recognition and enforcement of judgments: the Special Conditions may provide that any dispute involving an amount above the threshold they set, and at least twenty-five thousand (25,000) euros excluding VAT, shall be finally settled by arbitration under the rules of the Centre de médiation et d'arbitrage de Paris, by a sole arbitrator, in Paris, in the French language, under its expedited procedure; below that threshold and failing such a stipulation, Article 21.3 applies.

21.5 Defence costs, recovery and abusive proceedings. In addition to the penalties and lump-sum compensation of Article 8.6 and the additional compensation provided for by Article L. 441-10 of the French Commercial Code, the Party that is finally unsuccessful reimburses the other for the substantiated defence costs it has incurred (lawyers' fees, expert and bailiff's report costs), in addition to and after deduction of any sum awarded under Article 700 of the French Code of Civil Procedure, up to a limit of ten per cent (10 %) of the amount in dispute and a cap of ten thousand (10,000) euros excluding VAT. This stipulation is reciprocal and constitutes a penalty clause (liquidated damages) within the meaning of Article 1231-5 of the French Civil Code.

The Party whose action or defence is found to be abusive or dilatory is liable for the resulting harm under the ordinary law and is exposed to the civil fine provided for by the French Code of Civil Procedure. This article in no way restricts either Party's right to bring the matter before a court.

21.6 Compliance with the jurisdiction clause. Each Party undertakes to invoke this clause rather than bring proceedings before a court it excludes. The Party that brings proceedings before a court in breach of this clause reimburses the other, on production of evidence and within the limits of Article 21.5, for the costs incurred in contesting jurisdiction, once lack of jurisdiction has been upheld by a decision. This article does not prevent the application of the lis pendens and related-actions rules of Regulation (EU) No 1215/2012.

Article 22 · Regime applicable to a small business solicited off-premises

22.1 Scope. This article applies where the following three conditions are met:

1. the Client employs no more than five (5) employees;
2. the Order constitutes a contract concluded off-premises within the meaning of 2° of I of Article L. 221-1 of the French Consumer Code, that is, it is concluded, as the case may be: - in the simultaneous physical presence of the Client and Sorva, or of a business introducer acting to bring the parties together, in a place that is not the place where Sorva carries on its business permanently or habitually; - or, including by means of distance communication, immediately after the Client was personally and individually solicited in such a place where the Parties, or the Client and the business introducer, were physically and simultaneously present; - or during an excursion organised by Sorva or on its behalf, for the purpose or effect of promoting and selling Goods or Services to the Client;
3. the subject matter of the Order does not fall within the scope of the Client's main activity (Article L221-3 of the French Consumer Code).

An Order concluded exclusively at a distance, without any prior physical meeting between the Client and Sorva or a business introducer, does not constitute a contract concluded off-premises and does not fall under this article, whatever the Client's headcount and the subject matter of the Order.

22.2 Application. This regime applies automatically as soon as the statutory conditions are met. The Quote includes a declaration by the Client as to its headcount and the relationship between the subject matter of the Order and its main activity, as well as a statement of any prior physical meeting, its date, place and the persons present. These statements constitute items of evidence; they do not condition the application of this article, which applies automatically whatever statement is made in the Quote. In case of doubt, Sorva applies this article. Where Sorva has objective evidence to the contrary of the Client's declaration (published headcount, corporate purpose, actual activity carried on), it applies this article or refuses the Order under the conditions of Article 4.4; the communication of false information by the Client about its activity falls under Article 9.3.

A standard product chosen from a catalogue, including among options, sizes, finishes or colours offered, is never presented as personalised so as to defeat the right of withdrawal. Where this article is potentially applicable, Sorva places no order with the Supplier until after expiry of the seven (7) day period in Article 22.3, receipt of payment and, for personalised Goods, delivery of the signed Validation Sheet acknowledging their personalised character; for standard Goods, Sorva informs the Client in writing that its right of withdrawal will remain open for fourteen (14) days after delivery.

22.3 Rights granted. In this case, the Client benefits, in addition to these GTC: - from the pre-contractual information provided for in Articles L. 221-5 and R. 221-2 of the French Consumer Code, provided on a Durable Medium before signature and reproduced in Annex 8; - from the provision, at the time the Order is formed, of a dated copy of the Quote and of these GTC signed by the Parties, on paper or, with the Client's express agreement, on another Durable Medium, accompanied by the standard withdrawal form in Annex 8 (Article L221-9 of the same Code); - from a right of withdrawal of fourteen (14) days, without reason, exercised by sending the standard form set out in Annex 8 or any other unambiguous statement expressing the wish to withdraw, by any means; Sorva acknowledges receipt of this statement on a Durable Medium within two (2) Business Days and makes available to the Client, free of charge, a withdrawal function accessible at sorvatrade.com/retractation and from the signature confirmation email; - this period running, for Goods, from the day on which the Client or the third party it has designated, other than the carrier, takes physical possession of the Goods and, in the event of split delivery, from the last Goods delivered, and, for Services, from the day the Order is formed (Article L221-18); the Client may exercise this right as soon as the Order is formed, without waiting for delivery, of which Sorva informs it in writing when the Order is formed and again when notifying the confirmed delivery window under Article 7.3; - from the twelve (12) month extension provided for in Article L221-20 where Sorva has not provided the information on this right; - from the prohibition on Sorva receiving or demanding a payment or consideration, in whatever form, before expiry of a period of seven (7) days from the formation of the Order (Article L221-10).

The schedule in Article 7.2 runs only from the expiry of this seven (7) day period and after receipt of payment. The Quote indicates, for Orders falling under this article, a delivery period calculated from signature and incorporating this seven (7) day period.

22.4 Goods and Services excluded from the right of withdrawal. The right of withdrawal does not apply to Goods made to the Client's specifications or clearly personalised, that is, presenting a feature specific to its request that renders them unsuitable for sale to another customer (custom dimensions, marking, engraving, printing of an image or text supplied by it, colour outside the standard range), whether or not manufacture has begun, provided the Quote states this, product by product, with the reason justifying it, and the Client has acknowledged it by signing the Validation Sheet (Article L221-28, 3°).

Nor does it apply to Services fully performed before the end of the period, provided that Sorva has obtained, on paper or on another durable medium, the Client's express request to begin performance before the end of that period and its acknowledgement that it will lose its right of withdrawal once the Service has been fully performed. Failing such acknowledgement in this form, no sum is due to Sorva.

22.5 Effects of withdrawal. In the event of withdrawal, Sorva refunds all sums paid, including delivery costs, without undue delay and at the latest within fourteen (14) days from the date on which it is informed of the Client's decision, using the same means of payment, unless the Client expressly agrees to a different means and at no cost to it. In accordance with Article L221-24 of the French Consumer Code, Sorva may defer reimbursement until it has recovered the Goods or until the Client has provided proof of their dispatch, and additional costs resulting from a more expensive delivery method chosen by the Client are not reimbursed.

For Goods already delivered, the Client returns them within fourteen (14) days at its own expense, an estimate of which is stated in the Quote, and is liable only for their diminished value resulting from handling other than that necessary to establish their nature, characteristics and proper functioning.

The form and time requirements of Article A5.4 and the liability for a lost recourse provided for in Article A5.3 are not enforceable against a Client falling under this article, who retains the full benefit of its statutory warranties. The presumption of complete receipt free of apparent damage provided for in the same Article A5.3 remains applicable; it may be rebutted by any evidence establishing that the damage predates delivery.

22.6 Protocol applicable to business introducers. Business introducers collect no signature, payment, deposit or commitment document, in accordance with Article 4.7, and apply the procedure in Annex 11. They declare to Sorva, before the Quote is issued, any physical meeting with a Client, its date, place and the persons present. Where such a meeting has taken place with a Client employing no more than five (5) employees, the Quote includes the statements set out in Annex 4 relating to this article, the pre-contractual information and the withdrawal form in Annex 8 are attached to it, and no payment is requested or accepted before the eighth day following the formation of the Order.

A business introducer's failure to comply with these obligations constitutes a breach of its introduction agreement and entitles Sorva to suspend or withhold its commission; it is in no case enforceable against the Client, who retains all rights it holds under this article and under the law.

Article 23 · Orders concluded online on the services shop

23.1 Scope. This article applies to Orders for Services falling under Mode D and Articles D5 to D8, the price of which is displayed on the sorvatrade.com website and paid online by means of the payment link shown there. For those Orders alone, it derogates from Articles 4.1, 4.2, 6.3 and 8.4. It applies neither to Orders for Goods, nor to Modes A, B and C, which remain subject to a prior Quote.

23.2 Documents standing in place of the Quote. The Service page, the order summary page and the payment confirmation page stand in place of the Quote within the meaning of Article 1. Before payment, they include the particulars listed in Article 23.6, and in particular the designation of the Service, its deliverable, its turnaround time, its price excluding and including VAT, the tax regime applied, the dated edition of these Conditions and the link enabling them to be downloaded. Within two (2) Business Days of payment, Sorva sends the Client, on a Durable Medium, a summary restating those elements, together with the file of these Conditions, its digital fingerprint and the time stamp of the payment, which it archives under the conditions of Article 18.3.

23.3 Formation of the Order. By derogation from Articles 4.1 and 4.2, the Order is formed on the date of actual receipt of the payment, provided that the Client has, before paying, ticked the separate, non-pre-ticked box accepting these Conditions. Sorva retains the right to refuse the Order under the conditions of Article 4.4, within five (5) Business Days of receipt of the payment; it then refunds all sums received under the conditions of Article 4.4 bis. Article 4.3 applies: Sorva starts no Service before actual receipt of the payment.

23.4 Means of payment. By derogation from Article 8.4, Orders falling under this article are payable by bank card or by any other means offered on the payment page, through the payment service provider designated on that page. Sorva retains no bank card data. No charge is invoiced to the Client by reason of the means of payment used. The exclusivity of bank transfer provided for in Article 8.4 remains applicable to any other Order, and in particular to the milestones under Article D8.

23.5 Exclusion of the regime of Article 22. In accordance with the last paragraph of Article 22.1, an Order concluded exclusively online, without any prior physical meeting between the Client and Sorva or a business introducer, does not constitute a contract concluded off-premises. Where such a meeting has taken place, in particular at a trade fair or exhibition, the Client declares this before paying and Article 22 applies as of right: no payment is then received online, and Sorva issues a Quote in the forms of Article 4.1 bis.

23.6 Particulars displayed before payment. The following particulars are displayed, before validation of the Order, on the order summary page:

1. Sorva's full legal identification, taken from block 1 of Annex 4: legal form, share capital, registered office, registration number with the Béziers Trade and Companies Register, intra-Community VAT number, EORI number, telephone and email address, in accordance with Articles R123-237 and R123-238 of the French Commercial Code and Article 19 of Law No 2004-575 of 21 June 2004;
2. the essential characteristics of the Service: what is included, what is not, the exact deliverable, its format, and by whom it is performed;
3. the turnaround time or date of performance, its starting point, and the information, documents and access the Client must provide for that time to start running, in accordance with Article D5.3;
4. the price excluding VAT, the amount of the tax, the price including VAT and the tax regime applied; no additional charge may appear after that page;
5. the expiry date of the launch price and the catalogue price applicable thereafter;
6. the quantified detail of the discount applied: its rate, its basis and its amount;
7. the link enabling these Conditions to be downloaded, in their dated edition in force and in PDF format, together with a separate, non-pre-ticked acceptance box;
8. the means of payment accepted and the absence of any charge by reason of the means of payment used;
9. what happens after payment: who makes contact, within what time, through what channel, and what the Client must provide;
10. the address to which a complaint is to be sent, namely contact@sorvatrade.com and the address of the registered office, together with the period of ten (10) Business Days within which Sorva replies to it;
11. the banking warning in block 11 of Annex 4, also reproduced on the confirmation page and in every email containing a request for payment;
12. for any study falling under Article D6, the statement placed at the head of the Service page: "Documentary and regulatory study. It does not constitute a design calculation note and does not engage the liability of an approved engineering firm.";
13. the request for the Client's VAT identification number, the statement "Reverse charge · Article 242 nonies A, I-13°, of Annex II to the French General Tax Code" displayed as soon as that number is validated, and the indication that the Client is responsible for its own reporting obligations, in accordance with Article 6.1;
14. the qualification declaration taken from block 4 of Annex 4, reduced to what is useful online: the Client declares that it is acting for professional purposes, states whether it employs more than five (5) employees or five (5) employees at most, whether the subject matter of the Order falls within the field of its principal activity, and whether it has physically met Sorva or a business introducer before this Order; these four answers govern the application of Article 22 and are archived under the conditions of Article 18.3;
15. the information that the right of withdrawal does not apply to a professional Order concluded exclusively at a distance, in accordance with the last paragraph of Article 22.1, and, conversely, the switch to a Quote issued and signed in the forms of Article 4.1 bis as soon as the conditions of Article 22.1 are met, in accordance with Article 23.5;
16. the jurisdiction clause taken from block 3 of Annex 4, in its box, with its separate, non-pre-ticked box;
17. for a Client established outside France: the link to the full English version of these Conditions, the warning drafted in that language and bearing on Articles 7, 8, 9, 14, 15, 21 and 22, and the statement that only the French version is binding, in accordance with Article 20.2;
18. for as long as the professional indemnity insurance policy mentioned in Article 14.8 is not in force, an express statement to that effect and the corresponding fact that the caps and exclusions under Articles 14.2 and 14.3 may not be relied upon for losses that policy would have covered.

Article 24 · Marketing through a third-party booking platform

24.1 Capacity of the Parties. Sorva may offer certain Services, and in particular a day's assistance at a trade fair, through third-party booking platforms. The platform acts in its own name or as the customer's agent according to its own conditions; it is neither Sorva's agent nor a business introducer within the meaning of Article 4.7, and has no power to bind Sorva beyond the booking of the Service described on its listing.

24.2 Applicable conditions. The listing published on the platform describes the Service, its deliverable, its meeting point, its duration and what is not included. These Conditions govern the performance of the Service. The platform's cancellation and refund conditions, where they are more favourable to the customer than these Conditions, prevail over them for bookings made through it alone; Article D5.5 may not be relied upon against them. In its relations with the platform, Sorva bears the cost of cancellations occurring within the period the platform stipulates.

24.3 Cancellation by Sorva and by the customer. Sorva may cancel a booking, no later than forty-eight (48) hours before the time of the meeting, where the trade fair is cancelled or postponed, where an authority prohibits access to it, or in the event of an occurrence under Article 15; it then refunds all sums received and owes no other compensation, in particular in respect of travel and accommodation costs incurred by the customer, which are a matter for the customer's own insurance.

24.4 Insurance and liability. Sorva insures neither transport, nor accommodation, nor visa costs, nor accompanying persons. The customer takes out its own travel, assistance and civil liability insurance; the listing published on the platform states this. Sorva carries on no activity falling under the regime for the sale of travel and holidays under Articles L211-1 et seq. of the French Tourism Code: it sells neither transport, nor accommodation, nor package travel, and the Service includes none of these elements. Sorva's liability applies under the conditions of Articles 14.2 to 14.4, without the cap being relied upon against personal injury.

24.5 Language and interpreting. Exchanges on site are conducted in Mandarin by the team of Sorva's subsidiary and reported back to the customer in French or English. Sorva provides no sworn translation service and does not warrant the accuracy of an oral translation in the sense of a certified translation.

TITLE II · MODE A · TRADING (SORVA SELLS THE GOODS)

Article A1 · Capacity as seller and price

A1.1 In Mode A, Sorva purchases the Goods in its own name and for its own account, becomes the owner of them and resells them to the Client. The Client has no contractual relationship with the Supplier and is not the Supplier's buyer.

Sorva chooses its Suppliers. It may change Supplier during the course of an Order, at equal conformity with the Validation Sheet, at the same price and within the confirmed delivery window. It then informs the Client in writing, on a Durable Medium, at least five (5) Business Days before ordering from the new Supplier, stating the country of manufacture, the customs origin of the Goods and, where applicable, the impact of this change on tariff classification, on applicable duties and on the origin markings the Client would be required to place on its own documents.

Where the change entails a modification of the country of manufacture, the customs origin or the origin markings, the Client may refuse it in writing within three (3) Business Days of this information; the Order is then terminated and Sorva refunds all sums paid within fifteen (15) days, with no other compensation on either side. Except in this case, and provided conformity with the Validation Sheet, the price and the confirmed delivery window are maintained, the change gives rise to no claim by the Client.

Failing the information provided for in this article, the change of Supplier is not enforceable against the Client and may not be invoked by Sorva to dismiss a claim; the Client retains the full benefit of its rights.

A1.2 The price is comprehensive, fixed and final under the conditions of Article 6. It is neither broken down nor indexed to Sorva's purchase price. Sorva is not required to render any account, nor to disclose its purchase invoices, its discounts, or its terms with the Supplier.

By way of exception, where a price supplement is claimed from the Client pursuant to Article 6.4 (c) or Article A3.2, Sorva provides it with a copy of the customs declaration, of the administration's act, and of the calculation of the supplement, to the exclusion of any other document. The supplement is due only after these three items have been provided.

A1.3 Where the Client imposes a specifically named Supplier, the Order falls under Mode B or Mode C, unless Sorva gives written acceptance to deal in Mode A with that Supplier.

In the latter case, Sorva remains the seller and bound by all the seller's obligations, and Article A7 applies to a default by that Supplier, full restitution of the sums paid being due under the conditions of Article A7.3 regardless of the sums transmitted to the Supplier. Subject to this, the Client may claim no compensation from Sorva in respect of the choice of that Supplier or the consequences flowing from it, provided that Sorva, in performing its duty to warn under Article 5.2, communicated to it in writing before the Order the reservations called for by that choice.

Article A2 · Course of the Order

A2.1 Order placed with the Supplier. Sorva places the order with the Supplier under the conditions of Article 8.2, after receipt of payment and validation of the Validation Sheet. It notifies the Client in writing, on a Durable Medium, of the date of this order within two (2) Business Days of it. For as long as this notification has not taken place, a Client who cancels the Order falls under the regime of Article 9.1: it owes only the costs already incurred on its instruction and evidenced, the lump-sum compensation of Article 9.2 not being due.

A2.2 Pre-production sample and production sample. Where the Quote so provides, Sorva submits to the Client, before launching series production, a production sample or pre-production sample or photographs of it, which the Client validates under the conditions of Article 5.3.

Validation of the pre-production sample supplements the Validation Sheet without ever reducing its requirements. In the event of divergence between the pre-production sample and the Validation Sheet, the Validation Sheet prevails, save for an express, written, dated and signed modification by both Parties identifying point by point what is being modified. Validation of a pre-production sample does not constitute a waiver of any requirement of the Validation Sheet.

A2.3 Monitoring and information. Sorva monitors manufacturing and informs the Client at key stages. Unless a control option is subscribed to in the Quote, Sorva carries out no inspection of the manufacturing or of the merchandise before shipment.

Photographs or videos that Sorva may send to the Client during manufacturing or before shipment are provided for information only. They constitute neither an inspection within the meaning of Article A2.4, nor an acceptance, nor a warranty of conformity of the entire batch, and do not alter the allocation of obligations under these Conditions; Sorva is not required to examine them for control purposes. They remain freely admissible as evidence by either Party, in particular as to what each actually observed before shipment. Where an item so transmitted or received reveals an anomaly to Sorva, Sorva flags it in writing to the Client before shipment.

A2.4 Optional quality control. The Client may subscribe, in the Quote, to one or more control options: documentary review of the Supplier's certificates and test reports; in-production inspection; pre-shipment inspection by Sorva's or its subsidiary's teams; inspection by an independent third-party body; laboratory testing. Each option is described in the Quote with its protocol (sampling level, inspection points, acceptance criteria) and its price.

The inspection is carried out by sampling according to the attached protocol; it covers only the listed points and only the sample taken; it constitutes neither a warranty of conformity of the entire batch, nor an acceptance of the Goods, nor a waiver of the warranties under Title II. Sampling carried out in accordance with the subscribed protocol that does not reveal a defect does not constitute a breach by Sorva.

Where an inspection reveals a non-conformity, Sorva informs the Client, suspends shipment and proposes a solution (correction by the Supplier, sorting, replacement, credit note) which the Client accepts or refuses in writing within five

(5) Business Days. Failing a response within this period, the solution is deemed refused; Sorva then proposes a second solution within five (5) Business Days or, failing that, Article A7.2 applies.

Suspension of shipment decided by Sorva following an inspection is not among the causes of suspension in Article 7.2: the resulting delay remains attributable to Sorva and gives rise to the indemnity under Article 7.5, except where the non-conformity found arises from the Specifications, a drawing, a model or an instruction of the Client.

In the event of an established breach by Sorva of the subscribed protocol, Sorva redoes the control at its own cost, refunds the price of the option concerned, and is liable, within the limits of Articles 14.2 and 14.3, for the loss directly caused by the shipment of a batch which a correctly performed control would have led to being stopped, without prejudice to the warranties under this Title.

Article A3 · Incoterm, importer and formalities

A3.1 Incoterm. The Incoterm and the precise place of delivery are a mandatory statement in the Quote, chosen among DAP (delivered at place, not unloaded, import formalities, duties and taxes borne by the Client), DDP (delivered duty paid, Sorva carrying out the import) and, for deliveries falling under Article A3.5, CIF, CPT or CIP. The Quote states, in visible characters and immediately above the signature area, the duties, taxes and costs remaining chargeable to the Client under the Incoterm selected.

There is no default Incoterm. Where the accepted Quote does not bear this statement, shipment does not take place; Sorva submits an amendment to the Client within five (5) Business Days and, failing agreement within ten (10) Business Days, the Order is terminated and Sorva refunds all sums paid within fifteen (15) days, with no compensation on either side.

No Order may be performed DAP unless, before shipment, the following are all in place: the Incoterm stated in the Quote, the Client's importer declaration, its valid EORI number, and the signed information notice in Annex 10.

The formulas "DDP excluding VAT" or similar are not used; where the Client must bear import VAT, delivery is agreed DAP.

A3.2 DDP delivery · Sorva as importer. Under DDP, Sorva carries out or has carried out in its name the import formalities, pays the customs duties and import VAT, and holds the capacity of importer within the meaning of customs regulations and of regulations relating to product safety and conformity. Delivery to the Client takes place after customs clearance, within the customs territory of destination.

- (i) Sorva notifies the Client of the correction within thirty (30) days of the notification it itself received;
- (ii) it attaches a copy of the customs declaration, of the administration's act and of the calculation of the supplement, which is due only after these three documents have been provided;
- (iii) the correction does not arise from a classification, origin or valuation error attributable to Sorva or to its customs representative, nor from a requalification of the sale to be declared within the meaning of (a), such cases remaining entirely for Sorva's account;
- (iv) where the correction is notified to Sorva more than twelve (12) months after delivery, the supplement passed on may not exceed ten per cent (10 %) of the price excluding VAT of the Order, unless it arises from a measure producing retroactive effect decided by an authority (registration of imports, retroactive anti-dumping or countervailing duties, reinstatement of duties), from inaccurate information provided by the Client, or from fraud.

Any relief, refund or rebate obtained is repaid to the Client within the same time limits and on the same supporting documents. On the Client's written request, Sorva pursues, at its own cost, the administrative and contentious remedies available against the correction and informs the Client of their outcome.

A3.3 DAP delivery · Client as importer. Under DAP, the Client is the importer: it carries out or has carried out in its name the import formalities, pays the duties and taxes, holds a valid EORI number and, if it wishes, a customs representative, and assumes the obligations attached to placing the Goods on the market.

The Client is informed that the sale agreed DAP constitutes the sale for export to the customs territory of the Union, and that the customs value of the Goods is in principle determined from the price invoiced by Sorva, not from the price paid by Sorva to the Supplier; customs duties and import VAT are assessed on this basis and are chargeable to it.

The Quote states the envisaged tariff classification, the corresponding duty rate, and a costed estimate of the duties and import VAT chargeable to the Client, established in good faith as at the date of the Quote. Where the classification or rate actually applied by the administration leads to a duty more than five (5) percentage points higher than the rate announced, the Client may, within ten (10) Business Days of the information and before release for consumption, terminate the Order and obtain full restitution of the sums paid against making the Goods available, without cost or compensation on either side. Where the discrepancy results from an inaccurate description of the Goods provided by Sorva, the difference remains for Sorva's account. On the Client's written request, Sorva takes the initiative, at its own cost, of applying for a binding tariff information ruling.

Sorva provides in good time the commercial documents necessary (invoice, packing list, transport documents, certificates and regulatory documents under Article A8.5) and assists the Client in documentary coordination, without substituting itself for the Client or its customs representative.

Shipment is conditional on the Client's prior communication of its valid EORI number and on the signed delivery of the information notice in Annex 10, "Your obligations as importer"; the Quote includes a statement by which the Client acknowledges itself to be the importer. Failing delivery of these items within fifteen (15) Business Days of a written request from Sorva, Sorva proposes to the Client, where possible for the family of Goods concerned, to agree a DDP delivery against the corresponding price amendment; failing agreement within ten (10) Business Days, the Order is terminated and Sorva refunds all sums paid within fifteen (15) days, after deduction only of costs irrevocably incurred and evidenced.

The Client indemnifies Sorva, under the conditions of Article 12.5, against the consequences of a failure to complete the import formalities incumbent on it and of an inaccurate declaration of its own making. This indemnity does not extend to defects of conformity of the Goods themselves or to shortcomings in the documentation provided by the Supplier, which fall under Articles A6 and A8.5 and Sorva's liability in its capacity as seller.

A3.4 Accuracy of declarations and documentary reciprocity. The Goods are declared at their true value, under their accurate tariff classification and origin. Sorva accepts no instruction seeking to understate a value, alter a description or conceal an origin; any request by the Client to this effect constitutes a serious breach within the meaning of Article 9.3. The Client is informed that participation, in any capacity, in a false declaration or customs fraud exposes its author to the penalties provided for by the French Customs Code, including for complicity in fraud; Sorva retains written evidence of any instruction it has refused.

Sorva requires from any forwarding agent or customs representative acting on its behalf a written mandate, declaration in its name, and delivery of the customs declaration and of release within two (2) Business Days. It accepts no flat-rate duties and taxes package whose method of calculation is not verifiable.

The Client provides its EORI number, its VAT number and the actual destination of the Goods, and retains the documents for the statutory periods.

Each Party provides the other, on written request and within ten (10) Business Days, with a copy of the customs declaration and release relating to the Order, whichever Party holds the capacity of declarant.

Costs resulting from a delay by the Client in completing the formalities incumbent on it under DAP (demurrage, storage, warehousing, customs representation costs) are chargeable to it.

A3.5 Delivery outside mainland France. For any delivery outside mainland France (overseas departments and regions, Switzerland, the United Kingdom, Madagascar, the Comoros, Australia, or any other country or territory), the Incoterm is agreed in the Quote among CIF, CPT, CIP or DAP at the place designated; the Client is the importer in the country or territory of destination and alone bears customs duties, local taxes (including, where applicable, local VAT and the "octroi de mer" local tax), formalities and import costs. Sorva does not deliver DDP outside mainland France.

The Quote states, in visible characters and immediately below the Incoterm, the exact place and moment of transfer of risk, and in particular that under CIF, CPT and CIP the risks of loss and deterioration transfer to the Client as soon as the Goods are handed to the first carrier or, under CIF, as soon as they are loaded on board the vessel, at departure from the country of manufacture. In the absence of this visible statement in the Quote, the Goods travel at Sorva's risk to the agreed place of destination. Annex 3 includes a column corresponding to these Incoterms.

For value added tax purposes, Guadeloupe, Martinique and Réunion are export territories within the meaning of Article 294 of the French General Tax Code (CGI), and the tax does not apply in French Guiana or Mayotte. Where the Goods are shipped directly from the country of manufacture to a place of destination located outside the European Union or in one of these territories, the transaction is treated under the VAT regime applicable to that situation, stated on the invoice; only re-dispatch, from France and after release for free circulation, to another Member State constitutes an intra-Community supply within the meaning of Article 262 ter, I, of the same Code; the Client provides the identity and identification number of the local importer, the exact delivery address, and, where applicable, its local customs representative. The Client indemnifies Sorva for the amount of the tax, late-payment interest and late-payment surcharges resulting from inaccurate information of its own making; administrative, criminal or tax penalties remain governed by Article 14.4.

Where, by way of exception, the Goods transit through France or another Member State before re-dispatch, Sorva carries out the export formalities and retains the proof of exit.

Proof of exit. For any delivery outside the territory of the European Union, where the Client itself organises all or part of the transport, it provides Sorva with proof of exit from the territory of the Union within one (1) month of delivery. Failing that, Sorva may invoice French value added tax at the rate in force, due on receipt, and refunds it as soon as proof of exit is provided. Where Sorva itself organises the transport, it retains this proof and may claim nothing from the Client in this respect.

For a delivery in another Member State of the European Union constituting an intra-Community supply, the invoice is issued without French VAT subject to the Client providing a valid intra-Community VAT number and the transport evidence required by the regulations. Annex 7 summarises the usual regimes.

A3.6 Change of Incoterm during performance. Any modification of the Incoterm falls under Article 4.6 and takes effect only by a written amendment accepted by both Parties. It is impossible after the customs declaration has been lodged and, in any event, after the Goods have arrived in the customs territory of destination.

Before that moment, it is subject to its feasibility and to the delivery of the documents specific to the new regime: for a switch to DAP, the Client's valid EORI number, its importer declaration and the signed Annex 10; for a switch to DDP, Sorva's capacity to be importer for the family of Goods concerned, including with regard to the extended producer responsibility schemes of Article A8.4 and Article 13.8. The price, duties, taxes and insurance are adjusted accordingly, at the Client's expense. Demurrage, storage and customs representation costs resulting from a late request are chargeable to it under Article 6.5.

Article A4 · Delivery, transfer of risk, transfer of ownership, insurance

A4.1 Delivery, notice and access. Delivery is deemed to take place when the Goods are made available to the Client at the agreed place, on the arriving means of transport, ready to be unloaded. Unloading is at the Client's expense and risk.

Sorva or the carrier announces the delivery to the Client in writing, at least three (3) Business Days in advance, stating the date and a time slot. A presentation made without this notice has no effect.

Access declaration. The Quote includes a declaration by the Client covering the exact address, receiving hours, road width, headroom, gradient, the presence of a loading dock, applicable traffic restrictions, and the handling and lifting equipment it has available (forklift, pallet truck, crane). The Client informs Sorva of any change at least five (5) Business Days before the announced date. Failing such a declaration, delivery is organised for a standard articulated vehicle, without tail-lift or lifting equipment; the costs of suitable equipment, of trans-shipment, or of a re-delivery fall under Article 6.5.

Failed delivery. Where delivery cannot be made due to the Client despite the notice (absence, impossible access, unjustified refusal), a second presentation is offered, at the Client's expense under the conditions of Article 6.5 where the failure of the first is attributable to it. The Goods are deemed delivered, and risk transfers to the Client, only on the date of the failure of this second presentation. A refusal to take delivery justified in writing by damage or an apparent shortage is never an unjustified refusal.

A4.2 Transfer of risk. The risks of loss and deterioration of the Goods transfer to the Client at the moment of delivery defined by the agreed Incoterm, as restated in the Quote.

Under both DAP and DDP, the Goods travel at Sorva's risk to the agreed place of destination; under DAP, the risks and costs relating to the import formalities incumbent on the Client (demurrage, inspection, refusal of release for a cause attributable to the Client) remain chargeable to it.

Under CIF, CPT and CIP, risk transfers to the Client at departure, as soon as the Goods are handed to the first carrier or, under CIF, as soon as they are loaded on board the vessel, even though Sorva bears the cost of transport to the place of destination, under the conditions and subject to Article A3.5.

A4.3 Retention of title. Sorva retains ownership of the Goods until full payment of the price, in principal, costs and ancillary charges, including the price supplements under Article 6.4 and the costs under Article 6.5 (Articles 2367 et seq. of the French Civil Code). This clause is accepted by the Client no later than upon acceptance of the Quote, before any delivery.

Where the price has been paid in full at the time of the Order, ownership of the Goods transfers to the Client as soon as they are individualised by the Supplier, retention of title then serving no purpose. It applies where a payment schedule has been granted to the Client pursuant to Article 8.1, or where a price supplement or costs remain due under Articles 6.4 or 6.5.

By express derogation from Article 1196, third paragraph, of the French Civil Code, transfer of ownership, whether immediate or deferred, does not affect the transfer of risk, which takes place under Article A4.2.

Until full payment, the Client keeps the Goods identifiable and separated, does not pledge them as security, insures them naming Sorva on the policy for the reserved portion, and informs Sorva in writing without delay of any resale, seizure, claim or loss affecting them, providing it with the identity of the sub-purchaser and the amount of the resale price. In the event of resale or loss, Sorva's ownership shifts to the price receivable or the insurance indemnity (Article 2372 of the French Civil Code); Sorva may claim the resale price that has been neither paid, nor settled in value, nor set off (Article L624-18 of the French Commercial Code).

Failing payment when due, Sorva may request the return of the Goods in order to recover the right to dispose of them. In accordance with Article 2371 of the French Civil Code, the value of the recovered item is set off against the secured debt and any surplus is returned to the Client within thirty (30) days. The costs of recovery are borne by the Client where the default is attributable to it.

Certificate of allocation of funds. Sorva issues to the Client, free of charge and on first request, a certificate stating the date of the order placed with the Supplier, its reference, and the allocation to this Order of the sums received. The Client may, under the conditions of Article 8.1, request in the Special Conditions a payment schedule, a bank guarantee for the restitution of sums paid, or recourse to an escrow account, the terms and price of which Sorva states in the Quote.

A4.4 Insurance of the Goods during transport. In Mode A, Sorva insures each shipment during international transport to the agreed place of destination, for the invoiced value increased by ten per cent (10 %) and, where the Client is the importer, for the amount of the duties and taxes it has paid. Cover is taken out by Sorva or, on its behalf, by the forwarding agent or freight forwarder it appoints, shipment by shipment and for the account of whom it may concern.

The Quote states the existence of this cover, the insurer, the extent of the guarantees, the main exclusions and the excess. The certificate or attestation specific to the shipment is attached to the notice of arrival under Article A5.0 and, in any event, communicated to the Client on simple request.

Where the Incoterm agreed is CIF or CIP, Sorva provides the Client, before the Goods arrive and without the Client having to request it, with the policy or certificate of insurance enabling it to act directly against the insurer, together with details of the guarantees, exclusions and excesses. Where the failure to provide this document has actually prevented the Client from being indemnified, Sorva owes it the amount of the lost indemnity.

Failing effective cover of a shipment, Sorva personally bears the loss and damage to the Goods occurring before the transfer of risk, without being able to rely on the cap in Article 14.2.

The benefit of this insurance does not relieve the Client of any of the obligations of Article A5; the Client's failure to make reservations may cause Sorva and its insurer to lose a recourse against the carrier, under the conditions and subject to the safeguards of Article A5.3.

A4.5 Loss or damage occurring before transfer of risk. In the event of total or partial loss or damage to the Goods occurring before the transfer of risk defined in Article A4.2, Sorva replaces the Goods at its own cost within a period it notifies to the Client in writing within ten (10) Business Days, or refunds the price in full at the Client's choice, without the Client having to establish fault. The delay indemnity under Article 7.5 remains due for the prior period and continues to run until new delivery, within its cap. Reimbursement takes place within fifteen (15) days of the Client's request, increased by interest under the conditions of Article A7.3.

A4.6 Partial deliveries and missing quantities. Partial deliveries are permitted only with the Client's written agreement, save within the quantity tolerances of Article 5.4 and Annex 6.

Where the quantity delivered is less than the quantity ordered beyond these tolerances, the price is automatically reduced pro rata to the quantities not delivered and the corresponding portion is refunded to the Client within fifteen (15) days; the missing balance is dealt with under Article A7, by replacement at equal conformity or by reimbursement. The costs of the additional delivery are borne by Sorva.

The Client may refuse the partial delivery and terminate the Order under the conditions of Article A7.3 where the batch is indivisible having regard to the use it declared in the Quote.

A4.7 Delivery to a third party designated by the Client. Where the Client designates a place of delivery or a consignee other than itself (site, a provider's warehouse, end customer), it remains solely liable for the price and solely entitled to the rights and obligations under these Conditions.

It ensures that the person present at delivery is authorised to receive the Goods, to sign the transport document and to make the reservations under Article A5.2, and provides that person with the procedure in Annex 1; reservations made by that person, or their absence, have the same effect as if the Client had made or omitted them itself.

The Client warrants that it is authorised to communicate to Sorva and to the carrier the contact details of this third party, in accordance with Article 17.4. Delivery to the designated third party constitutes delivery to the Client within the meaning of Article A4.1 and entails transfer of risk under the conditions of Article A4.2.

Article A5 · Receipt, reservations and claims

A5.0 Notice of arrival and presentation. Sorva sends the Client, before delivery, a written notice of arrival, on a Durable Medium, stating: the date and time slot of the presentation, the packing list, the legal regime applicable to the transport concerned, the period within which reservations must be made and, where applicable, confirmed, as well as the limitation period for action against the carrier, the identity of the carrier, and the certificate or attestation of insurance under Article A4.4.

Presentation means the actual making available of the Goods at the agreed place of delivery, on the date and within the time slot announced by the notice under Article A4.1.

Where the notice of arrival has not been sent, or does not state the regime and periods applicable, no consequence may be drawn against the Client from non-compliance with these periods, and the sum provided for in Article A5.3 is not due.

A5.1 Verification on delivery. The Client, or the person it has instructed to receive the Goods, checks, in the presence of the carrier, the number of packages or pallets and their external condition: crushed, pierced or wet packages, torn film, broken pallet, broken strapping, signs of impact. Verification of the contents, of their detailed correspondence with the packing list, and of conformity, falls under Article A5.4.

A5.2 Reservations. In the event of damage, shortage or apparent anomaly, the Client makes, on the transport document, before the driver departs, written and precise reservations describing what it has been able to observe: nature of the external damage, number and references of the packages concerned, and, where the contents could not be checked, the statement "contents not checked". This statement, linked to identified packages, is valid and preserves the Client's rights as to internal damage, provided it reports such damage under the conditions of Article A5.7. General statements that identify no package and describe no damage, such as "subject to unpacking" or "subject to inspection" made on their own, remain without effect.

The Client sends Sorva, on the day of delivery itself and at the latest by the following Business Day, a copy of the annotated transport document and the photographs.

Sorva, having contracted the transport, notifies the reasoned protest to the carrier within the period and in the form required by the applicable regime, as stated in the notice of arrival. Where that regime requires notification by the consignee itself, Sorva informs the Client, who confirms it to the carrier by registered letter with acknowledgement of receipt or by qualified electronic registered letter within the stated period and, in any event, within three (3) days, excluding public holidays, following receipt. This three (3) day period is that of Article L133-3 of the French Commercial Code for domestic transport; for international transport, the applicable conventions may provide for shorter periods, in particular for apparent damage.

By way of exception, no further reasoned protest is required from the Client where the reservations made on the transport document have been accepted, countersigned or simply not disputed by the carrier. No protest is required in the event of total loss of the Goods.

Damaged Goods and packaging are kept as is under the conditions and for the period set out in Article A5.4.

A5.3 Consequences of a failure to make reservations. The reservations provided for in Article A5.2 constitute a contractual obligation of the Client. Failing proper reservations, the Goods are presumed to have been received complete and free of apparent damage; this presumption may be rebutted by any evidence establishing that the damage predates delivery. This stipulation applies neither to damage not apparent on delivery, which falls under Article A5.7, nor to latent defects.

Where the Client's failure to make proper reservations, or its failure to forward them to Sorva within the period set out in Article A5.2, has actually caused Sorva or its insurer to lose a recourse against the carrier, the Client is liable for the corresponding loss, it being for Sorva to establish the existence of the recourse, its basis, and the amount the carrier would actually have owed having regard to the limitations of liability under the applicable regime. The sum due may not exceed that amount nor the value of the Goods concerned.

Sorva notifies this sum to the Client with supporting evidence. The Client has ten (10) Business Days to dispute it in writing and with reasons. Failing a dispute within this period, the sum may be set off against the compensation due to the Client. In the event of a reasoned dispute, the sum is withheld and not set off until written agreement of the Parties or a court decision, and bears interest at the statutory rate for the Client's benefit if the dispute is found to be well-founded.

No sum is due under this article in the cases provided for in the last paragraph of Article A5.0 and where reservations were not required pursuant to the last paragraph of Article A5.2.

A5.4 Apparent non-conformity. Any apparent non-conformity of the Goods with the Validation Sheet (quantity, reference, dimensions, colour, finish, marking, documents provided) is reported to Sorva in writing on a Durable Medium, within eight (8) Business Days following delivery, with a precise description, dated photographs and batch or package numbers.

This form, content and time limit are not prescribed on pain of forfeiture: they condition only the benefit of the expedited processing procedure under Article A5.5. Failing this, the Client retains its rights under the obligation of conforming delivery and the statutory warranties, it being for the Client to prove that the defect existed at delivery.

Preservation. The Client sets aside a representative sample of the Goods concerned and, for transport damage, the damaged packaging, and allows their examination. This obligation ceases on expiry of a period of thirty (30) days from the claim, or earlier if Sorva has notified its written position. Where Sorva requests preservation of the entire batch beyond this period, it bears the storage costs on production of evidence. Failure to preserve deprives the Client of its rights only to the extent that it has actually prevented Sorva from establishing the reality of the defect.

A Client that resells, uses, processes or installs Goods it has declared non-conforming is deemed to have accepted them for the quantities concerned, except where it was compelled to do so to limit its own loss and informed Sorva in writing beforehand.

This article does not apply to latent defects, which fall under Article A6.3.

A5.5 Joint survey and expedited processing. Sorva acknowledges receipt of the claim within two (2) Business Days, arranges, within eight (8) Business Days, a joint survey by videoconference, by exchange of photographs or, if necessary, by a third party, by comparison with the Validation Sheet, and notifies the Client of its written position (defect acknowledged, defect disputed and reasons, remedy proposed and schedule) within twenty (20) Business Days of the claim.

Where the survey is entrusted to a third party, Sorva advances its cost. It is finally borne by the Party against which the outcome of the survey is unfavourable, and shared equally in the event of an inconclusive survey.

Where the non-conformity is established, Sorva implements the remedy under Article A6.4 within the agreed time limits, the claim being dealt with as a priority.

Failing a written position from Sorva within the twenty (20) Business Day period, the existence of the defect is finally established and Sorva may no longer dispute it; its extent and attribution remain to be established by the joint survey or by expert appraisal. The period under Article A6.4 then runs from the last day of this twenty (20) Business Day period and the Client freely chooses among the remedies under Article A6.4.

A5.6 Returns. No return of Goods is accepted without Sorva's prior written agreement specifying the place, method and allocation of costs. Sorva responds to any return request within five (5) Business Days.

Given the distances and transport costs involved, Sorva favours on-site replacement, repair, sorting or a credit note over physical return; where return is necessary and the defect is established, it takes place at Sorva's expense.

Failing a response within the five (5) Business Day period, the Client may return the Goods at Sorva's advanced expense, which Sorva bears definitively where the defect is established; failing that, they are chargeable to the Client. The Client keeps the Goods in their original packaging until return.

A5.7 Damage not apparent on delivery. Damage that could not be observed during the verification under Article A5.1 is reported to Sorva in writing, on a Durable Medium, as soon as discovered and at the latest within eight (8) Business Days of discovery, with dated photographs, package and batch numbers, and preservation of the packaging.

Where such damage is potentially attributable to transport, it is additionally reported within thirty (30) days of delivery, so as to allow recourse against the carrier to be exercised; Sorva restates in the notice of arrival the period specific to the applicable regime, which may be shorter.

These time limits are not prescribed on pain of forfeiture: the Client retains its rights under the obligation of conforming delivery and the statutory warranties. Article A5.3 applies to them solely as regards the loss of a recourse against the carrier, with all the safeguards it provides. Latent defects fall under Article A6.3 and are subject to none of these time limits.

Article A6 · Conformity and warranties

A6.1 Conformity with the Validation Sheet. Sorva delivers Goods conforming to the Validation Sheet or, failing a Validation Sheet, to the Quote, within the tolerances of Article 5.4, accompanied by the documents listed in the Quote or the Validation Sheet and by those placed on it by Article A8.5.

Contractual conformity is assessed by comparison with these documents, without prejudice to the fitness of the Goods for the use to which goods of the same category are ordinarily put, nor to the statutory warranty against latent defects, the safety of the Goods, and the mandatory regulatory requirements applicable to their category, from which the Validation Sheet may not derogate.

Sorva is liable for the unfitness of the Goods for a particular use, a market or a regulation only if that use, market or regulation was declared to it in writing, or if it failed to enquire into the Client's needs under the conditions of Article 5.2. Documents, samples, renderings or descriptions predating the Validation Sheet and not carried over into it are not enforceable against Sorva.

A6.2 Passed-through Supplier warranty and claims follow-up. The Quote states, in French, the existence, duration, scope and terms of the commercial warranty granted by the Supplier or manufacturer. Where the Quote states no commercial warranty, none is deemed to exist and only the statutory warranties apply. The Supplier's documents provided with the Goods may neither reduce the warranty stated in the Quote nor add exclusions to it.

This commercial warranty is in addition to the statutory warranties under Articles 1603 et seq. and 1641 et seq. of the French Civil Code, without replacing or restricting them. Unless otherwise stated in the Quote, it covers replacement or repair of the defective part or Goods, excluding removal, refitting, labour and return transport costs, which remain chargeable to the Client; Sorva favours sending replacement parts or Goods. The exclusions and limits in this paragraph concern only this commercial warranty.

Follow-up commitment. Whether or not the Supplier grants a commercial warranty, Sorva centralises the Client's claims and follows them up with the Supplier for twenty-four (24) months from delivery, and informs the Client of the status of these steps on request. This commitment is the consideration for the shortened period provided for in Article 14.7.

A6.3 Statutory warranty against latent defects. Sorva is bound by the warranty against latent defects under the conditions of Articles 1641 to 1649 of the French Civil Code; the Client acts within the period set out in Article 1648 of the same Code, which these Conditions do not shorten.

In accordance with Article 1642 of the French Civil Code, Sorva is not liable for apparent defects the Client could have satisfied itself of. Nor is it liable for defects expressly disclosed to the Client before the sale, in particular those described in the Validation Sheet or in the joint descriptive statement of a used item provided for in Article 13.8.

Sorva stipulates no exclusion of the warranty against latent defects, subject only to Article A6.5.

The following do not, on their own, constitute a latent defect: features expressly requested by the Client in its specifications, normal wear and consumables, and damage occurring after delivery due to transport organised by the Client, storage, assembly, installation, use not in accordance with the intended purpose or the instructions, or an intervention, modification or repair by the Client or a third party.

The tolerances under Article 5.4 concern only the assessment of contractual conformity and have no effect on the warranty against latent defects.

A6.4 Remedies. In the event of an established non-conformity or defect, Sorva implements, in consultation with the Client, the appropriate remedy among the following: repair or bringing into conformity on site; replacement of the Goods or parts concerned; provision of missing documents; a price reduction or credit note proportionate to the defect; taking back the Goods concerned against reimbursement of their price. Sorva proposes the remedy in its written position under Article A5.5.

The Client may refuse a remedy that would cause it disproportionate inconvenience, or that has not been fully carried out within forty-five (45) days from the proper claim under Article A5.4 or, for a latent defect, from the date of the joint survey under Article A5.5. This period is extended to seventy-five (75) days where the remedy requires new manufacture in the country of manufacture and Sorva has notified the Client of a firm schedule within fifteen (15) Business Days of that same starting point.

Where Sorva disputes the defect, this period nonetheless runs from the same starting point; if it is subsequently acknowledged or held that the defect existed, the Client's option applies retroactively to that date.

On expiry of this period, the Client freely chooses between price reduction, taking back against full reimbursement, or termination of the Order, and may require reimbursement of the portion of the price corresponding to the Goods concerned without having to return them where return would be disproportionate. Full reimbursement also applies where the other remedies are impossible or disproportionate.

These remedies are exercised without prejudice to the rights the Client holds under Articles 1217, 1223, 1224 to 1230, 1610, 1611 and 1644 of the French Civil Code, of which it retains the full benefit.

A6.5 Professional Clients of the same specialty. Where the Client itself carries on, habitually and as its main activity, the business of sourcing, importing from third countries and trading in the category of products that is the subject of the Order, and thereby has the technical skills enabling it to assess the risk and detect the defect, Sorva's warranty against latent defects is limited to replacement of the defective Goods or reimbursement of their price.

This capacity is assessed concretely by reference to the activity actually carried on by the Client; the statement made in the Quote amounts only to a rebuttable presumption. This stipulation applies to no other Client and does not apply in the event of fraud or gross negligence by Sorva.

In the case of this article, the limitation to replacement or reimbursement of the price stands in lieu of compensation: it is not combined with the cap in Article 14.2, nor with the exclusions in Article 14.3.

A6.6 What does not constitute a defect of conformity with the Validation Sheet. The following do not constitute a defect of contractual conformity: the consequences of Specifications, a drawing, a model or a specification provided by the Client, or modified at its express written request despite a written warning from Sorva; the consequences of the choice of a Supplier imposed by the Client under the conditions of Article A1.3; unfitness for a particular use, market or regulation not declared, under the conditions of Article A6.1; the consequences of an intervention, modification, repair or assembly carried out by the Client or a third party; normal wear and consumables; variations within the tolerances of Article 5.4.

The Client's validation of a document drawn up or proposed by Sorva, and in particular the Validation Sheet, transfers to the Client no responsibility for the content of that document.

This stipulation is without prejudice to the statutory warranties.

Article A7 · Supplier Default

A7.1 Sorva bears, towards the Client, the risk of default by the Supplier it has chosen: manufacturing delay, non-delivery, non-conforming delivery, cessation of activity. Supplier Default is not an exempting event within the meaning of Article 15.

A7.2 In the event of Supplier Default established before shipment, Sorva informs the Client in writing within five (5) Business Days of becoming aware of this default, in accordance with Article 5.6, and proposes to it, within fifteen (15) Business Days of this information, a replacement solution: manufacture by another Supplier at equal conformity with the Validation Sheet, at the same price and with a new schedule, or reimbursement.

The replacement solution is implemented at the price agreed in the Quote: it does not reopen the revision facility under Article 6.4, and Sorva alone bears any resulting difference in purchase price, freight, exchange rate or duties. The information states the new Supplier, the country of manufacture and the customs origin under the conditions of Article A1.1.

The Client accepts or refuses the replacement solution in writing within ten (10) Business Days; failing a response, the replacement solution is deemed refused and reimbursement applies.

A7.3 Where the Goods are not shipped within sixty (60) days following the end of the confirmed delivery window under Article 7.3 or, failing a notified window, the end of the estimated period in the Quote, for a cause attributable to the Supplier, and the Client has not accepted a replacement solution, the Client may terminate the Order in writing, with no further period or formal notice, the periods under Article 7.5 not being cumulative with that of this article.

Sorva then refunds it all sums paid within fifteen (15) days of termination, regardless of the sums paid to the Supplier and not recovered, automatically increased, without formal notice, by interest at a rate equal to three (3) times the statutory rate of interest in force, running from the date of termination until full reimbursement. The delay indemnity under Article 7.5 remains due for the prior period and is paid in cash.

No other compensation is due in respect of Supplier Default, save for fraud or gross negligence by Sorva. By way of exception, where Sorva has proposed no replacement solution within the period set out in Article A7.2, or has not refunded the sums within the period set out in this article, the Client retains the right to reimbursement of the extra cost of substitute supply under the conditions and within the limit set out in Articles 14.2 and 14.3, this compensation sanctioning a breach of Sorva's own, not the Supplier's default.

A7.4 Where the Goods delivered are non-conforming due to the Supplier, Article A6 applies; Sorva exercises its own remedies against the Supplier and does not make performance of its obligations to the Client contingent on them.

A7.5 Recourse against the defaulting Supplier. Sorva exercises its own remedies against the defaulting Supplier and does not make performance of its obligations to the Client contingent on them.

Up to the amount of the sums it has refunded to the Client, Sorva subrogates the Client in its rights and actions against the defaulting Supplier and, on its written request, assigns its claim to it, providing it with the Supplier's full identity and address, purchase orders, invoices and proof of payment, and the relevant correspondence. This communication is made solely for the purposes of this recourse and in compliance with Articles 10 and 11.

Sorva retains, for each Order and for twenty (20) years, the identity and address of the Supplier and the manufacturer, the Validation Sheet, the inspection reports and the pre-shipment photographs.

Article A8 · Regulatory conformity, product safety and recycling in Mode A

A8.1 Allocation. Article 13 applies. These obligations are not transferable by contract; the Parties merely organise their cooperation and mutual guarantees.

Under DDP, Sorva assumes the obligations of the importer and of the responsible economic operator established in the Union for the Goods it places on the market: verification of the manufacturer's technical documentation and markings, affixing of its name and contact details, safety notices and information in French, retention of documentation for ten (10) years, complaints register, corrective measures.

Affixing of the importer's contact details. Sorva has the Supplier affix, before shipment and as a condition of it, its name, postal address and email address, in its capacity as importer, on the Goods or, where this proves impossible, on their packaging or on an accompanying document, without obscuring the information on the manufacturer's label. The Quote specifies, product by product, the medium chosen. This identification takes the form of the statement "Imported by: Sorva", followed by the postal and email address, without logo or distinctive sign; it constitutes neither a trademark nor a trade name, places no Goods on the market under Sorva's name or trademark, and confers on Sorva no capacity as manufacturer, in accordance with Article 13.2 hereof.

Under DAP, these obligations fall on the importing Client; Sorva assists it by obtaining from the Supplier the documentation provided for in Article A8.5 and informs it in writing of its capacity as responsible operator by providing Annex 10.

A8.2 Client's trademark. Article 13.2 applies: the Client whose trademark appears on the Goods has the capacity of manufacturer and indemnifies Sorva, under the conditions of Article 12.5, against the claims, measures and costs arising therefrom, save for Sorva's own fault.

A8.3 Liability for defective products. Under DDP, Sorva is treated as the producer in its capacity as importer; under DAP, this capacity belongs to the importing Client, Sorva remaining the supplier. Articles 14.4 and 14.5 apply.

The stipulations of this article and of Articles 14.4 and 14.5 apply subject to the mandatory provisions in force; they are deemed automatically adapted to the texts transposing Directive (EU) 2024/2853 of 23 October 2024 for Goods placed on the market from 9 December 2026, in particular as regards the time limit for identifying the supplier and contractual limitations of liability.

A8.4 Extended producer responsibility schemes. Article 13.3 applies. The Quote specifies, for each family of Goods, the scheme concerned, the Party holding the capacity of producer and, where Sorva holds it, its unique identifier for that scheme as well as the amount of the eco-contribution included in the price or invoiced as a separate line.

Sorva concludes no Order in Mode A DDP relating to Goods falling under an extended producer responsibility scheme without having first registered with the competent approved producer responsibility organisation and without stating the corresponding unique identifier in the Quote. Identifiers issued are published at sorvatrade.com/conditions and incorporated into the next edition hereof, in accordance with Article R541-173 of the French Environmental Code; Article 13.10 carries the corresponding table.

Where the Client holds the capacity of producer within the meaning of Article 13.3, it communicates its own unique identifiers to Sorva before shipment.

The Client declares in the Quote, before the Order, whether it resells the Goods to consumers, this destination being liable to change the applicable scheme and to require the affixing of sorting signage and information on source-sorting arrangements; it then ensures, for its part, the consumer information incumbent on it.

A8.5 Documentation and shipping conditions. Whatever Incoterm is agreed, Sorva requires from the Supplier, before shipment and as a condition of it: the EU declaration of conformity listing all applicable Union acts; test reports; the regulatory markings and labels specific to the product family, in particular the composition label for textiles, the class label and indication of the sound power level for unmanned aircraft, the labelling and documentation required for batteries, the warnings for toys; as well as the instructions, labels, warnings, safety information and warranty terms in French, in accordance with Article 20 and with Law No 94-665 of 4 August 1994.

These documents are provided to the Client with the Goods, whether or not they are listed in the Quote or the Validation Sheet. For machinery and equipment subject to CE marking, the EU declaration of conformity and the instructions in French are provided with the Goods.

Failing delivery of the required documents, shipment is suspended. Sorva has fifteen (15) Business Days to obtain them. After this period, the Client chooses between continuing the Order with another Supplier under the conditions of Article A7.2 and termination, with full restitution of the sums paid increased by the indemnity under Article 7.5 accrued and the interest provided for in Article A7.3.

Sorva does not itself certify the conformity of the Goods and does not substitute itself for conformity assessment bodies. Where it is the importer, it does, however, carry out the checks incumbent on the importer, in particular those provided for in Article 11 of Regulation (EU) 2023/988 and Article 4 of Regulation (EU) 2019/1020. Where the Client requires additional tests or certificates, they are the subject of an option under Article A2.4.

Textiles. The contractual composition is that stated in the Validation Sheet. The test report provided by the Supplier serves solely to verify compliance with this composition; any discrepancy between the test report and the Validation Sheet constitutes a defect of conformity, which Sorva flags to the Client before shipment. The composition label is drawn up in accordance with the Validation Sheet and the test report where they agree; failing agreement, no shipment takes place without the Client's written agreement. These stipulations are without prejudice to the importer's obligation to ensure the accuracy of the information on the label (Regulation (EU) No 1007/2011, Article 15).

A8.6 Dangerous Goods discovered after delivery. Each Party informs the other within two (2) Business Days of becoming aware, in accordance with Article 13.4, of any element suggesting that Goods present a risk.

Where Sorva is the importer and considers or has reason to believe, on the basis of the information in its possession, that Goods are dangerous, it immediately informs the manufacturer, ensures that the necessary corrective measures are taken, including withdrawal or recall, and informs the market surveillance authorities through the access point provided for that purpose, in accordance with Article 11 of Regulation (EU) 2023/988. It informs the Client within the same period.

Where the Client is the importer (Mode A DAP) or holds the capacity of manufacturer within the meaning of Article A8.2, these obligations fall on it; Sorva communicates to it the technical elements obtained from the Supplier and cooperates in any measure.

In all cases, the Client immediately suspends marketing at the request of Sorva or of an authority, communicates the list of consignees under the conditions of Article 13.4, and relays recall notices. The costs of the corrective measure are borne by the Party to which the origin of the defect is attributable, under the conditions of Article 13.4, and the cap in Article 14.2 does not apply to the responsible operator's statutory obligations, in accordance with Article 14.4.

TITLE III · MODE B · PURCHASING MANDATE (SORVA BUYS IN THE NAME AND ON BEHALF OF THE CLIENT)

Article B1 · Nature and subject matter of the mandate

B1.1 In Mode B, the Client grants Sorva, who accepts, a mandate to purchase, in its name and on its behalf, the Goods described in the Quote, from one or more identified Suppliers or Suppliers to be identified, within the limits of the budget, specifications and schedule set out in the Quote. Sorva acts as agent (mandatary) within the meaning of Articles 1984 et seq. of the French Civil Code. This Title does not derogate from the obligations of the agent; its stipulations specify their manner of performance without reducing their scope, and in particular without reducing the obligation to render accounts under Article 1993 of the French Civil Code. The mandate is evidenced by a separate, dated and signed instrument, whose minimum particulars are set out in Annex 13; a copy is provided to the Supplier with its translation.

B1.2 The Client is the buyer of the Goods. The contract of sale is concluded between it and the Supplier; the Supplier's invoice is issued in the Client's name or expressly states its corporate name and contact details; ownership and risk pass to it from the Supplier under the agreed Incoterm. The Goods never enter Sorva's estate at any time. Sorva has the contract or order concluded with the Supplier state that the purchase is made in the name and on behalf of the Client, designated by its corporate name and identification number, and obtains from the Supplier a written acknowledgement of this statement. It has the Client designated as consignee on the transport documents and provides it with the originals within three (3) Business Days of their receipt, subject only to Article B2.5. Sorva warrants neither the intrinsic quality of the Goods manufactured by the Supplier, nor its solvency, nor performance of its obligations; it is liable for its own diligence under the conditions of Articles 14, B3.1 and B3.5.

B1.3 The Quote sets a maximum costed budget beyond which Sorva may not commit the Client. Any additional expenditure, modification or commitment is submitted to the Client in writing, with its amount and justification; the Client accepts or refuses it in writing within five (5) Business Days. The Client's silence does not amount to acceptance. In accordance with Article 1998 of the French Civil Code, anything done beyond the power granted does not bind the Client absent written ratification and remains chargeable to Sorva.

B1.4 Mode B may not cover either used machinery, plant and work equipment originating from third countries, which fall exclusively under Mode C under the conditions of Articles 13.8 and C1.4, or the Goods referred to in Article 13.7.

B1.5 Exception regime · purchase in Sorva's own name. Where a Supplier refuses to contract or invoice in the Client's name, Sorva informs it in writing before any commitment and offers it the choice of: forgoing that Supplier, dealing in Mode A under a separate Quote, or continuing in Mode B under the regime of this article. In the latter case, Sorva concludes the contract in its own name on the Client's behalf, as purchasing commission agent within the meaning of Article L132-1 of the French Commercial Code, and the Client is expressly informed that: Sorva is deemed to acquire and supply the Goods within the meaning of 1° of V of Article 256 of the French General Tax Code (CGI) and invoices it accordingly for the price of the Goods and its fees, the sums called being advances on that price; the customs value is determined from the price invoiced by Sorva and the fees are not excluded from it; Sorva holds the lien under Article L132-2 of the French Commercial Code over the value of the Goods and over the related documents. Articles B2.3, B2.4, B2.7, B3.1 to B3.6 remain fully applicable. This regime is exceptional; it is stated in the Quote and accepted in writing by the Client, failing which it does not apply.

B1.6 Interaction with Article 11. Article 11.1 does not apply to a Supplier with whom Sorva has placed, on the Client's behalf, an order performed in whole or in part. For that Supplier and for the products that are the subject of that order, only the commission under Article B4.2 may be due, under the conditions and limits of that article and of Article 11.5, to the exclusion of any prohibition on ordering and of any indemnity under Article 11.5.

Article B2 · Fees, funds and rendering of accounts

B2.1 Fees. Sorva is remunerated by the fees and commissions stated in the Quote (scoping flat fee, monthly fees, success commission on the Value of the Goods, or flat commission), due under Article 8.1 and invoiced separately, on an invoice distinct from any call for funds. Sorva invoices the Client no price for Goods. The fees remunerate the mission and remain due regardless of the commercial outcome of the transaction, save for proven fault by Sorva, in accordance with Article 1999 of the French Civil Code. The success commission is due on delivery of the Goods at the agreed place, unless a different event is expressly defined in the Quote; Article B4.2 derogates from this only in the event of revocation of the mandate by the Client. Sorva's fees appear separately on the purchasing mandate and on the invoice, so that they may qualify as a buying commission and be excluded from the customs value of the Goods pursuant to Article 72(e) of Regulation (EU) No 952/2013. Sorva expressly informs the Client that this qualification is a matter for the customs authorities' assessment; that it is in particular excluded where the intermediary in fact acts as a buyer-reseller, where the commission does not appear separately on the commercial documents, or where a del credere clause is stipulated; and that, even where excluded from the customs value, these fees form part of the taxable base for import value added tax. Sorva issues no customs or tax opinion and invites the Client to have this treatment confirmed by its customs representative, by its adviser, or by a request for information to the competent customs office.

B2.2 Calls for funds. By way of exception to what follows, where the Order falls under Article 22, no call for funds and no payment is required or received before expiry of the seven (7) day period provided for in that article. Sorva's calls for funds are strictly limited to the sums intended for payment of the Supplier's price, for which Sorva holds the written power to negotiate and conclude in the name and on behalf of the Client and acts exclusively on its behalf. They are distinct from the fees and payable before any commitment by Sorva to the Supplier. Sorva advances no funds on the Client's behalf. Transport and insurance costs, as well as import duties, taxes and formality costs, are invoiced directly to the Client by the operators and administrations concerned and paid directly by it; Sorva collects none of them in any capacity or form whatsoever. Third-party services (inspection, laboratory, translation, purchase and shipment of samples) are, at the Client's choice stated in the Quote, either contracted and invoiced directly by the provider to the Client, or contracted by Sorva in its own name and on its own account and re-invoiced at actual cost, on production of evidence and without any mark-up or margin of any kind; in both cases, they give rise to no call for funds. Sums called are received into a bank account opened in Sorva's name and recorded in a dedicated suspense (pass-through) account, by file reference. They are allocated exclusively to payment of the Supplier for the Order concerned and may not be used for any other purpose, nor for another file, nor for Sorva's own needs. They bear no interest. Failing an escrow account subscribed to in the Special Conditions, they are subject to no ring-fencing and benefit from no particular protection in the event of insolvency proceedings against Sorva. The Client may require, in the Special Conditions and on the pricing terms stated in the Quote, the opening of an escrow account with a third party, or direct payment of the Supplier by itself. Sorva accounts for the use of each sum, on the Client's written request, within five (5) Business Days. In accordance with Article 14.4 bis, the obligation to return funds called and not used is subject to no cap and is owed in full, increased by interest at the statutory rate from formal notice.

B2.3 Transparency. Sorva communicates to the Client the price actually paid to the Supplier and the costs actually incurred, with supporting evidence. Information relating to the contract concluded in the name and on behalf of the Client, and in particular the identity of the Supplier, the price paid, the terms obtained and the corresponding documents, is communicated to it within five (5) Business Days of its request and, in any event, with the statement under Article B2.4; it does not constitute, as against the Client, confidential information of Sorva within the meaning of Article 10.1. Sorva's property and trade secrets remain reserved, within the meaning of Article L151-1 of the French Commercial Code and under the conditions of Article 10.2: its Supplier database in the exact configuration and assembly of its elements, its factory files, its visit reports, its methods, its tools, and the quotations of Suppliers not selected. Article 11 continues to apply within the limits of Article B1.6. Any discount, rebate, commission, credit note or advantage obtained from the Supplier or a third party in connection with the Order falls under Article B2.7.

B2.4 Rendering of accounts. Sorva provides the Client with evidence of each payment made to the Supplier within ten (10) Business Days of that payment. For missions lasting more than thirty (30) days, it also provides, every thirty (30) days, a summary statement of funds received, payments made and costs incurred. It provides a complete statement within fifteen (15) days of delivery of the Goods or of the end of the mission, whatever the cause. Each statement is provided in French, accompanied by supporting evidence and, for documents drawn up in a foreign language, by a French translation of their essential particulars (parties, subject matter, quantities, price, dates). The Client has forty-five (45) days from delivery of a complete statement to raise written observations; failing that, the statement is deemed approved, save for error, omission, inaccuracy or concealment. Approval, even tacit, in no way covers sums received by Sorva from a third party in connection with the Order, which remain due to the Client in accordance with Article 1993 of the French Civil Code and Article B2.7; it constitutes neither a waiver of a right nor a shortening of any period to act, and in particular not of the period in Article 14.7. Unused funds and overpayments are returned within fifteen (15) days of delivery of the complete statement, without such restitution being made conditional on approval of the accounts, or, with the Client's written agreement, set off against the next Order. Any sum not returned on expiry of this period bears interest at the statutory rate increased by two (2) points.

B2.5 Retention of documents. Sorva may retain the original documents it holds on the Client's behalf up to the amount only of sums due and not disputed in good faith in writing, and for thirty (30) days at most. Retention ceases automatically upon payment of the disputed amount into an escrow account or delivery of an on-demand bank guarantee. It may in no case cover documents necessary for customs clearance, release, safety or preservation of the Goods, nor those whose absence would expose the Client to a penalty. Demurrage, storage, warehousing and customs clearance costs resulting from retention that proves unjustified remain chargeable to Sorva; the first paragraph of Article 6.5 does not apply to them in any case. Under the exception regime of Article B1.5, Sorva additionally holds the lien under Article L132-2 of the French Commercial Code over the value of the Goods and over the related documents.

B2.6 Failure to pay in Mode B. In the event of failure to pay fees due or non-payment of a call for funds, Sorva incurs no expenditure and places no order, suspends the mission after informing the Client in writing, and may exercise the retention right under Article B2.5 and rely on Article 8.6. As the Goods are the Client's property, Sorva may neither retain them, nor have them sold, nor object to their delivery to a third party it designates. If the failure is not remedied within fifteen (15) days of a written formal notice, Sorva may terminate the mandate, return unused funds within fifteen (15) days, and hand over the file; fees for steps completed and costs incurred and evidenced remain due.

B2.7 Prohibition on any third-party remuneration. Any discount, rebate, commission, credit note or advantage of any kind obtained from the Supplier, a forwarding agent or any third party in connection with the Order belongs in full to the Client. It is credited to the Client in the statement under Article B2.4 and returned or, with its written agreement, set off against the fees. Sorva may retain no part of it, even if disclosed and even if authorised. This article applies in the same terms to advantages received by Sorva's subsidiary, by any related company and by any business introducer, as well as to Mode C by reference in Article C2.3. It derogates, for Modes B and C, from the right of retention provided for in Article 19.2.

Article B3 · Performance of the mandate

B3.1 Choice and qualification of the Supplier. Sorva presents the Client with at least two (2) Suppliers meeting the Specifications, with their written quotations and terms, save for impossibility which it justifies in writing. Where Sorva's remuneration includes a commission based on the Value of the Goods, Sorva states to the Client, for each quotation presented, the corresponding commission amount; the Quote may provide, at the Client's choice, for a flat commission independent of the Value of the Goods. The Client chooses in writing. Where the Client imposes a Supplier, it may not hold against Sorva that choice or the consequences flowing from it, subject to the duty to warn under Article 5.2 and provided Sorva has communicated to it in writing the reservations called for by that choice. Before any order and at no extra cost, Sorva carries out the following minimum due diligence, the written report of which it provides to the Client: verification of the Supplier's legal existence and registration; verification that its corporate purpose and the scope of its business licence cover the Goods ordered; verification that the settlement bank account is opened in the name of the holder of that licence, with immediate written alert to the Client, before any payment, in the event of a discrepancy; verification of export capacity; a list of points of vigilance within the meaning of Article 5.2. The Quote may provide for additional due diligence, never for less. This due diligence constitutes a heightened obligation of means; it is exercised within the limits of the documents the Supplier agrees to disclose and of accessible public registers, and constitutes neither a guarantee of solvency, nor a guarantee of performance, nor a guarantee against fraud.

B3.2 Contract with the Supplier. Sorva concludes with the Supplier, in the name and on behalf of the Client and on the terms agreed with it, a contract or order; it provides the Supplier with a copy of the written mandate and retains the acknowledgement of receipt, and provides the Client with a copy of the contract within five (5) Business Days of its conclusion, accompanied by a French translation of its essential particulars. The Supplier's payment schedule, the portion payable on order, and the conditions for release of the balance are agreed in writing with the Client before any payment. Unless otherwise instructed in writing by the Client, Sorva settles the balance only after evidenced shipment and, where a control option has been subscribed, only after the Client's written decision on the outcome of the control. The Validation Sheet is annexed to the contract or order and constitutes a contractual condition of manufacture; Sorva provides evidence of this to the Client. Failing this, Sorva may not rely, to limit the Client's rights, on the conformity of the Goods to an order that did not incorporate the Validation Sheet.

B3.3 Quality control in Mode B. Articles 5 and A2.2 apply. Any control subscribed to in the Quote is carried out on the Client's behalf. It is carried out by sampling according to the protocol annexed to the Quote, covers only the listed points and only the sample taken, gives rise to a report provided to the Client, and constitutes neither an acceptance, nor a warranty of conformity of the entire batch, nor a waiver of the Client's rights against the Supplier. The Client alone decides on the follow-up (acceptance, sorting, refusal, correction by the Supplier, retention against the balance due to the Supplier) and notifies it in writing within five (5) Business Days. In the event of an established breach by Sorva of its protocol, Sorva redoes the control at its own cost or refunds the fees for the control concerned, without prejudice to its liability under the conditions of Articles 14.2 bis and 14.4. Unless a control option has been subscribed to in the Quote, Sorva carries out no inspection of manufacturing or of the Goods before shipment. Photographs or videos sent to the Client during manufacturing are provided for information only; they constitute neither a control, nor an acceptance, nor a warranty of conformity.

B3.4 Import, transport, insurance and Incoterm. The Client is the importer and responsible for placing the Goods on the market; it appoints its customs representative and its insurer and receives, before the Order, Annex 10, which it signs. Sorva does not carry on the activity of freight forwarder (French « commissionnaire de transport ») and is not registered on the register of freight forwarders. It collects no funds intended for transport, pays no carrier, forwarding agent or freight forwarder, gives no routing instructions, chooses neither routes nor means, takes charge of nothing, and is designated neither as shipper, nor as consignee, nor as principal on the transport documents. It confines itself to putting the Client in contact with at least two (2) operators whose registration on the register of freight forwarders it verifies, to forwarding their offers to it, to receiving a copy of the documents, and to following up on them documentarily. The contract is concluded, the price negotiated and the invoice settled directly by the Client. Sorva may receive from the Supplier transport documents drawn up in the Client's name and forward them without delay, without being designated on them in any capacity whatsoever and without this forwarding entailing any taking of charge. Sorva warrants neither transit times nor the condition of the Goods in transit. The Quote designates the Incoterm and the precise place agreed with the Supplier, as well as the moment of transfer of risk from the Supplier to the Client. Failing such a statement, the Goods are deemed purchased FOB at the port or place of loading designated by the Supplier, risk transferring to the Client at that stage. Sorva notifies the Client in writing of the date and place of transfer of risk. It informs the Client, before any commitment, of the advisability of taking out transport insurance and provides it with at least two (2) offers; the insurance contract is concluded and paid for directly by the Client. Shipment is conditional on the Client's prior communication of a valid EORI number and on the signed delivery of Annex 10. Failing that, Sorva suspends shipment and informs the Client and the Supplier in writing; demurrage, storage and warehousing costs remain chargeable to the Client, owner of the Goods. If the situation is not remedied within thirty (30) days following a formal notice that has remained without effect for fifteen (15) days, Sorva may terminate the mandate under the conditions of Article B4.3, return unused funds, and hand over the file; the fate of the Goods, which belong to the Client, is not attributable to it. Where the Client asks Sorva to organise the transport itself from end to end, Sorva refuses and offers to have it directly appoint a registered freight forwarder. No Order in progress may be reclassified into another Mode; a change of Mode may concern only a new Order, under a separate Quote accepted by the Client.

B3.5 Supplier Default in Mode B. Sorva does not guarantee performance of the Supplier's obligations nor its solvency; it does not act del credere. The Client bears the consequences of non-performance by the Supplier, subject to Sorva's own liability under Articles B3.1, B3.2 and 14. Sorva informs the Client in writing, within two (2) Business Days of becoming aware, of any element revealing a Supplier Default. It carries out without delay the acts necessary to preserve the Client's rights, in particular interruption of limitation periods, to the extent permitted by the law applicable to the contract and provided the Client supplies it in good time with the necessary instructions and funds. It exercises the available contractual remedies against the Supplier on the Client's written instructions; the corresponding costs are advanced by the Client, except where the Supplier's default results from a breach by Sorva of its obligations, in which case they remain chargeable to Sorva. At the Client's written request, Sorva transfers its rights against the Supplier to it by a written instrument of assignment or subrogation, notified to the Supplier, within thirty (30) days, and provides it with the entire file; Sorva does not warrant the procedural effectiveness of that instrument before a foreign court. The Quote may provide, in consideration of a separate, disclosed del credere commission, that Sorva guarantees reimbursement of sums paid to the Supplier not followed by conforming shipment, within the limit and according to the terms it sets. Failing an express stipulation to this effect in the Quote, no such guarantee is due.

B3.6 Customs control, reassessment and seizure. The Client is the declarant and the party liable for import duties, taxes and levies. Corrections, reassessments, penalties, fines and interest imposed on it remain chargeable to it, except where they result from a fault of Sorva's own. Sorva provides the Client, or the authority requesting them, with the documents it holds within five (5) Business Days and cooperates with any verification. The Goods are declared at their true value, under their accurate tariff classification and origin. Sorva accepts no instruction seeking to understate a value, alter a description or conceal an origin; its refusal to carry out such an instruction constitutes good-faith performance of this contract and not a breach, and the Client's request constitutes a serious breach within the meaning of Article 9.3. Detention or seizure of the Goods by an authority, for a cause not attributable to Sorva, suspends the periods under the conditions of Article 7.2 and gives rise to no compensation chargeable to Sorva.

Article B4 · Duration, end of mission and revocation

B4.1 Duration. The mandate is concluded for the duration of the mission described in the Quote. It ends on delivery of the Goods and delivery of the complete statement under Article B2.4, and at the latest sixty (60) days after delivery, whether or not the accounts have been approved. Articles B2.4, B2.5, B2.7, B3.5 and B3.6, as well as Articles 10, 11, 14 and 17, survive the end of the mandate.

B4.2 Revocation by the Client. The Client may revoke the mandate at any time in writing, in accordance with Article 2004 of the French Civil Code. Revocation does not release it from commitments made in its name and on its behalf within the limits of the power granted, in accordance with Article 1998 of the French Civil Code; Sorva provides it, within fifteen (15) days, with the file, the documents and the contact details necessary for it to continue performance itself. Fees relating to steps actually completed and costs incurred and evidenced remain due to Sorva. The success commission is due only if the Client actually places an order with a Supplier presented by Sorva within twelve (12) months of the written presentation of that Supplier; it may not exceed the commission that would have been due had the mission been carried through to completion, and the total due for the same order under Articles 11.2, 11.5 and this article may not exceed twenty per cent (20 %) of the amount excluding VAT of that order. None of these sums is due without prior written formal notice remaining without effect for fifteen (15) days. The exception under Article 11.3 applies under the conditions of the last paragraph of Article C2.2. Sorva renders account within fifteen (15) days of revocation and returns unused funds within the following fifteen (15) days, without such restitution being made conditional on approval of the accounts. Sums withheld on account of a dispute are limited to the disputed amount, justified in writing, and bear interest at the statutory rate if the dispute is found unfounded.

B4.3 Renunciation by Sorva. Sorva may renounce the mandate in writing with thirty (30) days' notice. It then returns unused funds within fifteen (15) days, renders account, hands over the file, and pays the Client the indemnity under Article 4.5, calculated on the fees for steps not completed. Articles 11.1, 11.2, 11.5 and B4.2 cease to apply to Suppliers presented in connection with the mission Sorva has ended. Fees relating to steps not completed are not due. In the cases under Articles 4.4 and 13.9, Sorva may renounce without notice and without compensation; it then refunds in full the sums paid within fifteen (15) days, in accordance with Article 4.4. In the case of Article B2.6, Sorva returns unused funds within fifteen (15) days, fees for steps completed and evidenced costs remaining due.

B4.4 Death, incapacity, dissolution and insolvency proceedings. In accordance with Article 2003 of the French Civil Code, the mandate ends on the death, guardianship or insolvency of either Party. Each Party informs the other without delay of the opening of safeguard, receivership or judicial liquidation proceedings concerning it. From that information onward, Sorva incurs no new expenditure, renders account within fifteen (15) days, returns unused funds into the hands of the Party or of the body of the proceedings authorised to receive them, and hands over the file and documents; it files its claim in the forms and within the periods required by law. The Client's rights and actions against the Supplier are transferred to it under the conditions of Article B3.5. The last paragraph of Article B4.1 applies.

TITLE IV · MODE C · BROKERAGE AND INTERMEDIATION (THE CLIENT BUYS FROM THE SUPPLIER)

Article C1 · Nature of the mission

C1.1 In Mode C, the Client entrusts Sorva with an intermediation mission whose scope is set out in the Quote among the following services: identification and qualification of Suppliers; collection of quotations and samples; presentation of the selected Supplier(s) by means of Presentation Sheets; negotiation of prices and terms on the Client's behalf, with no power to bind it; coordination of the order, of production monitoring and of documentation; quality control under Article A2.4; documentary assistance with importation.

C1.2 Sorva's capacity. In Mode C, Sorva acts as an intermediary appointed by the Client to search for, present and negotiate, with no power to bind it. The obligations of an agent, and in particular the obligation to render accounts under Article 1993 of the French Civil Code, apply to this mission under the conditions of Article C2 bis. Where the mission is limited to bringing the parties together, Sorva acts as broker; it then informs the Client and the Supplier in writing of the existence and origin of its remuneration, in accordance with Article L131-11 of the French Commercial Code. Sorva is not a party to the contract of sale concluded between the Client and the Supplier, does not sign it, warrants neither its performance, nor the conformity of the Goods, nor payment, and has no power to bind the Client without a special written mandate. The Client buys, pays the Supplier directly, imports under its own name, and assumes the obligations of importer and of the party responsible for placing the goods on the market; it receives, before the Order, Annex 10, which it signs.

C1.3 Contract between the Client and the Supplier. By way of general information only, without assessment of the Client's particular situation and without recommendation as to the content of any clause, Sorva notes that international purchases are usually formalised by a written contract, and that the rules applicable to such a contract, to its evidence and to its performance, are a matter for the applicable law and, where relevant, the competent court, which Sorva does not assess. Sorva invites the Client to have its contract with the Supplier drawn up and reviewed by a lawyer or by an authorised professional, in France and, where relevant, in the Supplier's country. It may, on the Client's request, put it in contact with such professionals; this introduction may be the subject of a separate service stated in the Quote. On the Client's written request, Sorva may forward to it the template document provided by the Supplier and translate only its commercial elements (description, quantities, price, lead times, packaging, payment schedule, documents to be provided), without assessing its legal effect. Sorva does not recommend, draft, amend or comment on any legal clause and provides no legal advice within the meaning of Article 54 of Law No 71-1130 of 31 December 1971. Article D1.2 applies in Mode C.

C1.4 Used work equipment originating from third countries. Article 13.8 applies and the mission may be performed only in Mode C. Before any Quote covering such goods, Sorva carries out, at its own cost, a documentary feasibility review and provides the Client with a written note stating whether bringing the goods into conformity with the requirements applicable to new equipment, including EU type-approval of the engine for non-road mobile machinery, appears achievable or not, and on what conditions. It also provides the information notice in Annex 9, which the Client signs. Sorva refuses the mission where it appears, from the documents available, that this conformity cannot be achieved. If the impossibility appears during the mission, Sorva ends it in writing, stating the objective element relied on, refunds the fees corresponding to steps not completed and, where the impossibility resulted from an element contained in documents provided to it before the Quote, also refunds the scoping flat fee. Fees for steps completed remain due. The last sentence of Article 4.4 applies.

Article C2 · Remuneration

C2.1 By way of exception to what follows, where the Order falls under Article 22, no payment and no consideration is required or received before expiry of the seven (7) day period provided for in that article. Sorva is remunerated by the fees and commission stated in the Quote: scoping flat fee payable on the Order, monthly fees payable in advance, a commission calculated as a percentage of the Value of the Goods ordered by the Client from the Supplier presented, or a flat commission, with the minimum per order stated in the Quote. This minimum applies only to orders for which Sorva actually performs the coordination mission described in the Quote; for orders placed directly by the Client without Sorva's involvement, only Articles 11.2 and C2.2 apply, to the exclusion of any minimum.

C2.2 Commission. The commission is earned for any order placed by the Client with a Supplier presented by Sorva within twelve (12) months of the written presentation of that Supplier, including where the Client subsequently deals with it directly. Beyond this period and up to the twenty-fourth month, only the circumvention commission under Article 11.2 may be due. No sum is cumulated under Articles 11.2, 11.5 and this article for the same order; the total due for the same order may not exceed twenty per cent (20 %) of its amount excluding VAT, and no sum is due without prior written formal notice remaining without effect for fifteen (15) days. Payment falls due as provided in Article 8.1; this article specifies the instalments: the commission is invoiced as to half on confirmation of the order to the Supplier and as to the balance on evidenced shipment of the Goods. Where the Supplier does not ship within one hundred and twenty (120) days of confirmation, for a cause not attributable to the Client, the first half is returned to it within fifteen (15) days or, at its choice, credited against a new mission. For any order giving rise to commission, the Client provides Sorva, within ten (10) Business Days, with a written certificate stating the order reference, the Supplier, the quantities and the Value of the Goods; for orders that Sorva coordinates, it also provides a copy of the order and of the pro forma invoice. Sorva may request, at its own cost and under a confidentiality undertaking, verification of this certificate by an accountant; the costs are chargeable to the Client where the discrepancy exceeds five per cent (5 %). Sorva undertakes not to use the information thereby obtained for any purpose other than calculating its commission, and in particular not for its own trading operations. The exception under Article 11.3 applies to the commission under this article and to that under Article B4.2: a Client that establishes, by any means, a prior business relationship with the Supplier for the same products, or a prior and documented identification of that Supplier by its own means, is not liable for it. The Client is invited to disclose this circumstance in writing within fifteen (15) days of delivery of the presentation sheet; this paragraph creates no time-bar, the lateness of the objection being merely a factor in the assessment.

C2 bis Rendering of accounts. Sorva renders account of its mission to the Client, at least every thirty (30) days and at the end of the mission, by a written statement indicating the Suppliers consulted, the quotations received, the terms negotiated, the costs incurred and, where applicable, any sum or advantage received from a third party, which falls under Article B2.7. This statement is provided in French, accompanied, for documents drawn up in a foreign language, by a translation of their essential particulars. As Sorva holds no funds on the Client's behalf in Mode C, the accounts-approval mechanism under Article B2.4 does not apply.

C2.3 Transparency. In Mode C, Sorva is remunerated exclusively by the Client. Article B2.7 applies: Sorva may neither receive nor retain any remuneration, discount, rebate, credit note or advantage from a Supplier, a forwarding agent or a third party in connection with the Order, even if disclosed and even if authorised. It informs the Supplier presented in writing that it is remunerated by the Client and provides it with a statement to that effect on request, in accordance with Article L131-11 of the French Commercial Code. It declares that it has no personal interest, direct or indirect, in the Suppliers presented, save for a statement to the contrary brought to the attention of the Client and the Supplier; this declaration applies to its directors, its employees and its subsidiary.

C2.4 Failure to pay in Mode C. In the event of failure to pay a sum due, Sorva suspends the mission after informing the Client in writing and undertakes no new step; Article 8.6 applies. Sorva may neither approach the Supplier to hinder performance of the Client's order, nor retain documents belonging to the Client, nor withdraw a presentation already made. If the failure is not remedied within fifteen (15) days of a written formal notice, Sorva may terminate the mission; fees for steps completed, evidenced costs, and commission earned remain due.

Article C3 · Client's obligations and Sorva's due diligence

C3.1 The Client concludes and signs the contract of sale with the Supplier, settles the Specifications and validates the Validation Sheet. **C3.2** It pays the Supplier and bears the corresponding credit and payment risk, including in the event of default or fraud by the Supplier, subject to Sorva's own liability for the qualification due diligence made applicable in Mode C by Article C3.10. **C3.3** It imports the Goods under its own name, holds a valid EORI number and, if it wishes, a customs representative, and pays duties, taxes and formalities; Article B3.6 applies in Mode C. **C3.4** It assumes conformity of the Goods with the regulations applicable to their placing on the market and to their use, and receives, before the Order, Annex 10, which it signs. **C3.5** It declares in the Quote whether it resells the Goods to consumers and then ensures the sorting signage and information incumbent on it; Article 13.3 applies. **C3.6** It concludes the contract of carriage directly and takes out the insurance it considers appropriate; Article C4 applies. **C3.7** It informs Sorva within two (2) Business Days of any claim, any accident, any safety report and any request from an authority, relays recall notices and cooperates in corrective measures; Article 13.4 applies, the obligations of the responsible operator falling on it. **C3.8** It provides Sorva in good time with the necessary information, decisions and payments. **C3.9** It checks the Goods on receipt and exercises its remedies against the Supplier and the carrier. Sorva assists it in formulating its claims to the Supplier, in particular by translating correspondence and forwarding documents, for six (6) months from delivery and within a limit of ten (10) hours of work, at no additional fee; beyond that, on an accepted quote. **C3.10** Sorva carries out, in Mode C, the minimum due diligence under the second paragraph of Article B3.1, within the same limits, and verifies in particular, before any payment by the Client to the Supplier and on communication of the bank details, that the settlement account is opened in the name of the holder of the Supplier's business licence; it alerts the Client in writing of any discrepancy.

Article C4 · Transport and customs in Mode C

The second, third and fourth paragraphs of Article B3.4 apply, except as regards the mandate: Sorva puts the Client in contact with at least two (2) operators whose registration on the register of freight forwarders it verifies, forwards their offers to it and follows up documentarily; the Client contracts directly with the forwarding agent, the carrier, the insurer and the customs representative, who invoice it directly. Sorva re-invoices no transport cost, with or without margin, and takes no charge of the Goods. The Client may designate Sorva as a copy recipient of exchanges with these operators. Sorva gives no instructions concerning the choice of routing or the content of a customs declaration, receives no mandate of customs representation, and forwards no instruction of the Client without its writing. It is designated on no transport document and on no declaration. Where the Client asks Sorva to organise the transport itself, Sorva refuses and offers to have it directly appoint a registered freight forwarder.

Article C5 · Quality control on mission

Where a control mission is entrusted to Sorva, the protocol under Article A2.4 applies: the control is carried out by sampling according to the protocol annexed to the Quote, covers only the listed points and only the sample taken, gives rise to a report provided to the Client, and constitutes neither an acceptance, nor a warranty of conformity of the entire batch, nor a waiver of the warranties owed by the Supplier. The Client alone decides on the follow-up (acceptance, sorting, refusal, retention against the balance due to the Supplier). In the event of an established breach by Sorva of its protocol, Sorva redoes the control at its own cost or refunds the fees for the control concerned, and is liable for the resulting loss under the conditions of Article 14.2 bis, which sets aside the cap in Article 14.2 and, within its limit, the exclusion in Article 14.3, for the costs of sorting, taking back, removal and refitting, storage and return of non-conforming Goods that the control should have detected.

Article C6 · Duration and end

The mission is concluded for the duration set out in the Quote; failing that, it ends on shipment of the Goods of the first order and payment of the sums due. Recurring missions are concluded for twelve (12) months, renewable by written agreement, either Party being able to end them at any time with thirty (30) days' notice; monthly fees paid in advance are refunded pro rata to the days not run. Where Sorva ends a recurring mission other than for breach by the Client and other than in the cases of Article 4.4, Article 11.1 ceases to apply to Suppliers presented in connection with that mission from the effective date of termination; for those Suppliers, only the circumvention commission under Article 11.2 remains due, for twelve (12) months, to the exclusion of Article C2.2 and of the indemnity under Article 11.5. At the end of the mission, Sorva returns to the Client, within fifteen (15) days, the documents and data entrusted to it as well as the files of matters conducted on its behalf, and deletes copies of them, subject to its statutory retention obligations and to retention strictly necessary to establish its rights in the event of a dispute. Sorva's Supplier files, visit reports, quotations not selected, methods and tools remain its property under the conditions of Articles 10.2 and 12.1. The end of the mission does not prevent the application of Articles C2.2, 10, 11, 14 and 17, within the limits of this article.

TITLE V · MODE D · SERVICES AND DELIVERABLES

Article D1 · Scope

D1.1 Mode D covers the Services described in the Quote, in particular: pre-sourcing studies and files, market and feasibility studies, Supplier mapping, catalogues and product sheets, photographs and content, creation and configuration of online sales sites, administrative and operational coordination of a project to establish a presence abroad, introduction to authorised local professionals, translation and assistance with procedures.

D1.2 No legal advice. Sorva's Services are commercial, operational and logistical in nature. Sorva provides no legal advice and drafts no legal instrument on the Client's behalf, within the meaning of Law No 71-1130 of 31 December 1971. The general information, templates of commercial documents, points of vigilance and translations provided to the Client constitute neither legal, tax, customs or regulatory advice, nor a warranty of conformity, and do not replace consultation of a lawyer, an accountant, an industrial property adviser, a customs representative or an authorised local professional. The Client remains solely responsible for its legal, contractual, tax, customs and conformity decisions. Sorva refuses any request that it draft, amend, comment on or assess a legal clause; this refusal constitutes neither a breach, nor a ground for reduction or refund of fees, nor a cause for termination. Sorva may, on request, put the Client in contact with an authorised professional. This stipulation derogates neither from the duty to warn under Article 5.2 nor from the duty of disclosure under Article 1112-1 of the French Civil Code, which these Conditions may neither limit nor derogate from.

Article D2 · Performance

D2.1 Nature of obligations and deadlines. Sorva performs the Services with the care of a diligent professional, according to the estimated schedule in the Quote and subject to the Client's cooperation (Article 5.6). Sorva is bound by an obligation of result as to the delivery of the Deliverables identified in the Quote and as to the minimum content costed therein, in particular the number of qualified Suppliers presented and the number of written quotations obtained. It is bound by an obligation of means as to the commercial effects of the Services, in particular the actual conclusion of an order, the price level obtained, traffic, sales, search ranking, and the success of an administrative process. The Quote states the delivery date for each Deliverable. Where exceeding this date is attributable to Sorva, it gives rise, on the Client's written request, to lump-sum compensation of zero point five per cent (0.5 %) of the fees excluding VAT of the Service concerned per full week of delay, capped at five per cent (5 %) of those fees, paid as a credit note or refund; this compensation constitutes the sole remedy due for the delay for as long as the Service is not terminated, save for fraud or gross negligence. Beyond thirty (30) days of delay attributable to Sorva after a formal notice remaining without effect for fifteen (15) days, the Client may terminate the Service concerned in writing; Sorva refunds the corresponding fees within fifteen (15) days. The causes of suspension under Articles 5.6, 7.2 and 15 apply.

D2.2 Validation of Deliverables. Each Deliverable is deemed accepted absent written, precise and reasoned objections from the Client within fifteen (15) Business Days of its delivery. Putting the Deliverable online, disseminating it or using it during this period, including for commercial purposes, does not amount to acceptance. Beyond this period, the absence of objections amounts to acceptance, of which commercial exploitation of the Deliverable constitutes an item of evidence. Sorva corrects non-conformities with the Quote reported within this period; requests exceeding the Quote are the subject of an amendment. Two rounds of corrections are included unless otherwise stated in the Quote, a round meaning the entirety of the requests made by the Client in a single written communication following a delivery. Acceptance does not cover defects not detectable at delivery, which may be reported within the period set out in Article 14.7.

D2.3 Sites and digital services. For online sales sites and digital services, the Quote specifies what is included (creation, configuration, content, going live) and what is not (subscriptions to third-party platforms, domain name, hosting, maintenance, security, regulatory updates, advertising, Client content). Third-party subscriptions and accounts are taken out in the Client's name, of which it is the holder and for which it is responsible. On delivery, Sorva provides access details, credentials, documentation, source code produced specifically for the Client, a complete export of the data and content in a standard format, and transfers to the Client the domain names and accounts taken out for the needs of the Order and invoiced to the Client, whatever name they were opened under. Sorva's tools, templates, libraries and pre-existing elements fall under Article D3.2 and are not assigned. The legal notices, terms of sale and mandatory information on the Client's site are its responsibility. Sorva notifies the Client in writing of the manifest absence, on the delivered site, of notices and information whose presence is required by law, and invites it to have them prepared and checked by an authorised professional; it may incorporate the texts the Client provides, without verifying their content, their accuracy or their legal conformity, and without providing any legal advice in this respect.

D2.4 Security, backups, maintenance and suspension. Sorva provides no maintenance, monitoring, backup, security updates or regulatory watch after delivery, save under a separate contract it proposes in the Quote. From delivery of the access details onward, it is for the Client to change the credentials, to keep them secure, to take out suitable hosting and backups, and to have updates applied. Sorva is not liable for intrusions, alterations, unavailability and loss of data occurring after delivery of the access details, nor for the consequences of a modification made to the Deliverable by the Client or a third party. Suspension of an online service operated by the Client, withdrawal of its access, or revocation of its right of use, may take place only after a written formal notice remaining without effect for fifteen (15) days, relating to a sum due and not disputed in good faith and representing at least ten per cent (10 %) of the price excluding VAT of the Service. Sorva does not, in any case, delete the Client's data and content and provides it to the Client, on request, in a standard exportable format.

Article D3 · Intellectual property in the Deliverables

D3.1 Assignment. The Deliverables remain Sorva's property until the price is paid in full. Subject to this condition, Sorva assigns to the Client, for the statutory term of protection, worldwide and for the needs of the Client's business, the rights of reproduction, performance, adaptation and translation over the Deliverables created specifically for it and identified in the Quote (studies, files, texts, photographs, visuals, configurations), on all media known as at the date of the Order, including digital media. The assignment includes the right to communicate the Deliverables to the Client's distributors, marketplaces, providers and subcontractors, and to transfer them with its business or activity in the event of a sale, merger, contribution or demerger, Article 2.11 applying. It does not include the right to grant for consideration licences relating solely to the Deliverables, nor to market them as stand-alone products. Until the price is paid in full, the Client has a provisional right of use, revocable under the conditions of Article D2.4, exclusive within its sector of activity for the Deliverables created specifically for it; during this period, Sorva undertakes not to exploit these Deliverables for the benefit of a third party.

D3.2 Pre-existing elements. Pre-existing elements, methods, know-how, models, templates, tools, libraries, databases, Supplier files and reusable generic content incorporated into the Deliverables are exhaustively listed in an annex to the Quote and remain Sorva's property. No element created specifically for the Client, and no image of its products, its premises or its staff, may be classified as reusable generic content. The Client receives, over the listed elements, a non-exclusive, worldwide, irrevocable licence for the statutory term of protection, for any exploitation of the Deliverable that incorporates them, including after the Deliverable has been modified by a third party; this licence does not authorise it to extract these elements in order to exploit them separately from the Deliverable.

D3.3 Third-party elements, moral rights and image rights. Elements provided by the Client remain subject to its own rights and warranties; Article 12.2 applies only to these elements. Sorva provides the Client, on delivery, with the list of third-party content and components incorporated (fonts, licensed images, software, themes), the holder of each licence, its scope, its duration and proof of its acquisition. Licences acquired for the needs of the Order are taken out in the Client's name or transferred to it; the Client undertakes to comply with their terms. The moral rights of authors who are natural persons are reserved. Sorva declares that it has obtained from each of them an undertaking not to object to normal exploitation of the Deliverables nor to the usual adaptations necessary for such exploitation. Where the Deliverables include the image of identifiable natural persons, Sorva provides the Client, with the Deliverable, with the corresponding written authorisations specifying the media, territory and duration authorised; failing this, it informs the Client in writing before delivery and identifies the images concerned.

D3.4 Warranty of title and warranty against eviction. Sorva warrants that it holds all the rights it assigns or grants under Articles D3.1 and D3.2, including from its employees, its subcontractors, photographers, developers and its subsidiary, by written assignments complying with Articles L131-2 and L131-3 of the French Intellectual Property Code, and provides evidence of this on the Client's first written request. Sorva indemnifies the Client against any third-party claim, action, judgment and costs based on an intellectual property right or on image rights and relating to Deliverables created by it or on its behalf. This warranty is due under the conditions of Article 12.5 applied for the Client's benefit: it is limited to judgments rendered, to sums settled with Sorva's written agreement, and to substantiated defence costs, and does not apply to the portion of the claim attributable to elements provided by the Client or to a fault of its own. The Client informs Sorva of any claim within five (5) Business Days of becoming aware of it and allows it to participate in its defence. Sorva may, at its choice and expense, obtain for the Client the right to continue using the Deliverable, replace it with an equivalent non-infringing element, or take it back against reimbursement of the corresponding price. In accordance with Article 14.4 bis, this warranty is subject neither to the cap in Article 14.2 nor to the exclusion in Article 14.3.

D3.5 References and actions against third parties. Sorva may cite the Client's name as a commercial reference under the conditions of Article 10.3 and reproduce, in its references, presentations and commercial materials, Deliverables that the Client has itself publicly disclosed. Reproduction of any other Deliverable, and in particular those containing confidential information within the meaning of Article 10, requires the Client's prior written agreement, given Deliverable by Deliverable. Sorva does not guarantee against infringements of the Deliverables by third parties and is not required to take action against them. It provides the Client, on written request, with the elements enabling the date and authorship of the Deliverables to be established (source files, metadata, timestamps and, where applicable, evidence of deposit), so that it may exercise its own rights. This stipulation does not limit the warranty against eviction under Article D3.4, which concerns claims brought against the Client.

Article D4 · Fees and end of mission

D4.1 Fees and costs. Fees are set out in the Quote, either as a flat fee or on a time-spent basis at the daily rate stated, and payable under Article 8.1. Where fees are calculated on a time-spent basis, the Quote states an estimated number of days; Sorva provides a detailed monthly statement and informs the Client in writing before exceeding the estimate by more than ten per cent (10 %); any overrun not accepted in writing is not due. Costs (travel, purchase of samples, licences, third-party providers) are re-invoiced at actual cost on production of evidence, without any mark-up or margin of any kind, after the Client's written agreement; the first paragraph of Article 6.5 does not apply.

D4.2 End of mission. In the event of early termination by the Client, Services performed and Deliverables provided remain due and acquired; Deliverables in progress are provided as they stand against payment pro rata to the work completed, evidenced by Sorva. The rights under Article D3.1 are assigned to the Client over Deliverables in progress thus provided, upon payment of the corresponding pro-rata amount. In the event of termination by Sorva other than for breach by the Client and other than in the cases of Article 4.4, Sorva refunds the fees received for Services not performed within fifteen (15) days, provides Deliverables in progress as they stand, and pays the Client the indemnity under Article 4.5 calculated on the fees for Services not performed.

Article D5 · Individual Services in the online catalogue

D5.1 Scope. In addition to the Services under Article D1.1, Sorva provides, individually and at the price displayed on sorvatrade.com, the following Services, the page for which describes the exact deliverable, what is included, what is not, and the turnaround time: review of a factory quotation; verification of a Supplier; in-depth verification of a Supplier; Supplier search in discovery format; full Supplier search; factory visit; pre-shipment inspection; a day's assistance at a trade fair. The Service page forms part of the contractual documents within the meaning of Article 2.6 and takes the rank of the Quote therein.

D5.2 Nature of obligations. In accordance with Article D2.1, Sorva is bound by an obligation of result as to the delivery of the deliverable described and as to the minimum content costed therein, in particular the number of Suppliers presented and the number of written quotations obtained. It is bound by an obligation of means as to everything else, and in particular as to the content of the information that Suppliers, public registers and authorities agree to disclose, as to the actual conclusion of an order, as to the price level obtained and as to the outcome of a negotiation. The verification due diligence is exercised within the limits of the documents the Supplier agrees to disclose and of accessible public registers; it constitutes neither a guarantee of solvency, nor a guarantee of performance, nor a guarantee against fraud, in accordance with the last paragraph of Article B3.1.

D5.3 Turnaround times. The turnaround time displayed runs from receipt of the payment and, where the Service requires information, a document or access for which the Client is responsible, from the last of those events, under the conditions of Article 7.2. It is expressed in Business Days where the page so states. Where it is exceeded and this is attributable to Sorva, it gives rise to the compensation under the second paragraph of Article D2.1.

D5.4 Controls and inspections. Where the Service consists of a control or an inspection, the protocol under Article A2.4 applies: the control is carried out by sampling, bears solely on the points listed and on the sample taken alone, gives rise to a report delivered to the Client, and constitutes neither an acceptance, nor a warranty of conformity of the entire lot, nor a waiver of the warranties owed by the Supplier. The Client alone decides what action to take. Article 14.2 bis sets the applicable cap.

D5.5 Travel and Services performed on site. Where the Service requires Sorva or its subsidiary to travel to a site designated by the Client or agreed between the Parties, the Service is due as soon as the journey has been made, whether or not access to the site was obtained and whether or not the intended observation could be carried out in full.

A written, dated and documented report setting out the journey, the time and place of presentation, the identity of the persons met, the reason for the refusal of access or for the impediment as it was raised, the findings actually made and the physical evidence gathered, in particular photographs, constitutes a deliverable within the meaning of Article D2.1. The Parties expressly agree that a refusal of access raised by the Supplier, an interruption of the visit at the Supplier's initiative, the non-existence of the site at the declared address, or a discrepancy between the site visited and the site announced constitute information useful to the Client's decision, and that documenting them amounts to performance of the Service.

This article does not apply where the journey has not taken place, where it was rendered impossible by an act of Sorva, or where the refusal of access arises from a failure by Sorva in the preparation of the visit incumbent upon it, in particular a failure to make an appointment. In those cases, Sorva offers a further journey within fifteen (15) days or refunds the corresponding fees under the conditions of Article 4.4 bis.

Where the journey could not take place for a cause attributable to the Client, in particular the communication of an incorrect address, cancellation less than forty-eight (48) hours beforehand, or the absence of necessary information, the fees remain due in full and the costs incurred are re-invoiced under the conditions of Article D4.1.

D5.6 Suppliers disclosed in a search. Each Supplier disclosed under a search Service is the subject of a numbered and dated Presentation Sheet, drawn up in accordance with Annex 12, to which Articles 10 and 11 apply in full. The deliverable includes the acknowledgement of receipt of those Sheets, delivery of which is established under the conditions of Article 11.3. By derogation from the third paragraph of Article 11.1, the number of Suppliers covered is that which the Service page announces, up to a limit of twelve (12) per Order.

Article D6 · Regulatory studies, feasibility studies and technical product files

D6.1 Nature and limits. The regulatory compliance studies, technical feasibility studies and technical product files provided by Sorva are documentary and regulatory work. Each deliverable bears at its head the following statement, which also appears on the Service page and is reproduced in the order summary: "Documentary and regulatory study. It does not constitute a design calculation note and does not engage the liability of an approved engineering firm."

D6.2 What the study does not include. The study includes no calculation note relating to structure, stability, strength or design sizing, no verification of conformity within the meaning of the construction rules, no test, no on-site measurement, no attestation, no certificate, and no declaration of conformity issued by Sorva. In accordance with Article 3.6, Sorva is neither an approved technical engineering firm, nor a conformity assessment body, nor a notified body, and never holds itself out as such. It performs no assignment falling under Law No 77-2 of 3 January 1977 on architecture and no project management assignment.

D6.3 Sources and currency. The study is prepared from the texts, standards, public data and Supplier documents available as at its date, which it lists together with their reference and date. It prejudges neither the assessment of an authority, a notified body or an insurer, nor any subsequent regulatory development. Sorva provides no regulatory monitoring after delivery, save under a separate contract.

D6.4 Steps incumbent upon the Client. The Client remains solely responsible for the decision to manufacture, import, place on the market and install, and for engaging an approved engineering firm, a notified body, a laboratory or an authorised local professional for any signed calculation, any test and any certification. Sorva may, on request, put the Client in contact with such professionals; that introduction confers upon it none of the capacities mentioned in Article D6.2. Sorva's refusal to issue a signed calculation or an attestation constitutes neither a breach, nor a ground for reducing or refunding the fees.

D6.5 Insurance. Article 14.8 applies. For as long as the professional indemnity insurance policy mentioned in the first paragraph of that article is not in force, the Service page and the order summary expressly state this, and the caps and exclusions under Articles 14.2 and 14.3 may not be relied upon against the Client for losses that policy would have covered.

Article D7 · Recurring engagements under Mode D

D7.1 Term. Recurring engagements under Mode D, the price of which is expressed per month, are entered into for a term of one (1) month, renewable by monthly tacit renewal, save for a different term stated in the Quote or on the Service page. No minimum commitment period is imposed on the Client.

D7.2 Termination. Either Party may end the engagement at any time in writing, on thirty (30) days' notice taking effect at the end of the current month. Monthly fees paid in advance are refunded pro rata for the days not run, within fifteen (15) days, in accordance with the last paragraph of Article 8.1 (c). For termination, the Client has an online function accessible from its tracking area and from the order confirmation email, as easy to access as subscription.

D7.3 Services included. The Service page lists exhaustively what the month includes, in particular the number of controls included. Services not used during a month are neither carried over nor refunded, save where their non-performance is attributable to Sorva. Services exceeding the package are invoiced at the catalogue price in force, after the Client's written agreement.

D7.4 Price changes. The monthly price is fixed for twelve (12) months from first subscription. Any subsequent change is notified in writing on thirty (30) days' notice; the Client may then terminate without notice or compensation before it takes effect. Article 2.4, second paragraph, applies to new editions of these Conditions.

Article D8 · Milestone packages

D8.1 Composition and price. The packages displayed on sorvatrade.com bring together several Services in a single engagement, the content and price excluding VAT of which are exhaustively listed on the package page.

D8.2 Payment schedule. By derogation from Article 8.1 (c), the price of packages is payable according to the following schedule: a deposit, the amount of which is stated on the package page, on the Order and through the payment link under Article 23.4; thirty per cent (30 %) on delivery of the written recommendation; thirty per cent (30 %) on the Client's written approval of the pre-production sample; the balance on delivery. Milestones after the deposit are payable by bank transfer under the conditions of Article 8.4, within thirty (30) days of the invoice date. Article 8.2 bis applies to the deposit.

D8.3 Suspension. Failing payment of a milestone that is due and not seriously disputed, Article 8.7 applies and the schedule is suspended under the conditions of Article 7.2, without that suspension being attributable to Sorva.

D8.4 Abandonment by the Client. By derogation from Article 9.1, and Article 9.2 being specific to Mode A, a Client who abandons a package after receipt of the deposit owes Sorva the fees relating to the stages actually completed and the costs incurred and evidenced, together with lump-sum compensation, stipulated as a penalty clause within the meaning of Article 1231-5 of the French Civil Code in compensation for the tying up of Sorva's teams and its structural costs, equal to thirty per cent (30 %) of the deposit where no work has yet been carried out, and to the whole of the deposit in other cases. The total due may in no case exceed the price of the package excluding VAT; the sums paid are set off against that total and any excess is refunded under the conditions of Article 4.4 bis. Sorva evidences the work carried out and the costs incurred on first request and within ten (10) Business Days. The court's power of mitigation under Article 1231-5 of the French Civil Code is unaffected.

D8.5 Reciprocity. Where Sorva ends the package other than for a breach by the Client and other than in the cases under Article 4.4, Article D4.2, second paragraph, applies: it refunds the fees received for the Services not performed within fifteen (15) days and pays the compensation under Article 4.5.

ANNEXES · they form part of the General Terms and Conditions of Sale and Services · Professionals

Annex 1 · Delivery inspection and reservations procedure (Mode A)

Before delivery

1. Check that the address, hours, access (road width, height, dock, gate) and unloading means (forklift, pallet truck, crane) match what is stated in the Quote. Notify Sorva of any change at least five Business Days before the start of the confirmed delivery window (Article 7.3) and, after receiving the arrival notice, without delay.
2. Designate the person who will receive the goods and who has authority to sign the transport documents. Sorva sends you an arrival notice no later than forty-eight hours before presentation. This notice states the applicable transport regime, the identity of the carrier, the exact time limit for lodging a protest, the form required and the person to whom the protest must be addressed. If you do not receive this notice, call Sorva before delivery.

On the truck's arrival, in the driver's presence

3. Count the parcels and pallets; compare against the packing list sent by Sorva.
4. Examine the external condition: crushed, punctured or wet parcels, torn film, broken pallet, broken strapping, signs of impact.
5. Photograph anything abnormal, with the parcel number visible, before moving the goods.
6. Write your reservations on the transport document (consignment note, delivery note, receipt): the exact nature of the damage, the number of parcels concerned, references. Correct examples: "3 cartons crushed on the right-hand side, ref. C-12 to C-14, contents not checked" · "2 parcels missing out of 40, ref. C-08 and C-31". Examples without value: "subject to unpacking" · "subject to inspection" · "damaged parcels".
7. Have the reservations countersigned or initialled by the driver if possible. A refusal by the driver does not prevent you from writing your reservations; mention this refusal.
8. Refusal of delivery. You may refuse delivery where the apparent condition of the Goods makes them manifestly unusable. In that case, record on the transport document the precise reservations giving rise to this refusal, take photographs, and inform Sorva the same day. A refusal so justified entails no cost to you and does not transfer risk; if the joint inspection under Article A5.5 establishes that the Goods were in fact usable and conforming, the costs under Article 6.5 again become applicable. In all other cases, take delivery under reservations and call Sorva: an unjustified refusal entails the return and storage costs under Article 6.5 and transfers risk under the conditions of Article A4.1.

On the day of delivery, at the latest on the following Business Day

9. Send Sorva, by email, a copy of the annotated transport document, the photographs and the list of parcels concerned. Sorva, which contracted the carriage, notifies the protest to the carrier within the time limit and in the form required by the applicable regime.
10. Time limit for protest. This time limit depends on the transport regime, and it is not the same depending on whether carriage is domestic or international. The three-day time limit, excluding public holidays, is that of Article L133-3 of the French Commercial Code, specific to domestic carriage. For international carriage, the applicable conventions (the CMR Convention for road, the Hague-Visby Rules for sea, the Montreal Convention for air) provide different time limits and, for apparent damage, an inspection at delivery itself. This is why the arrival notice referred to in point 2 states the regime, the exact time limit and the required form. Where Sorva indicates to you that the applicable regime requires notification on your part, confirm your reservations to the carrier within the time limit and in the form indicated, by registered letter with acknowledgement of receipt or by registered electronic letter, repeating word for word the reservations written on the transport document and attaching the photographs. Keep the proof of dispatch and the acknowledgement of receipt, and send a copy to Sorva on the day of dispatch. Where the applicable regime requires an inspection at delivery itself, the reservations written on the transport document, supplemented by the photographs and sent to Sorva, suffice: no subsequent confirmation is required of you.
11. Preservation. Keep the goods and the damaged packaging as they are, in a dry, enclosed place, available to Sorva and its insurer, for thirty (30) days from your declaration. Do not discard, repair or resell anything during this period. After this, if Sorva has not given written instructions, it collects the Goods at its own cost or pays you a storage indemnity calculated at the same rate as that which it applies under Article 6.5. In any event, after sixty (60) days from your declaration, you may freely dispose of the damaged Goods without this affecting any of your rights.

Within eight Business Days of delivery

12. Unpack and check conformity against the Validation Sheet: references, quantities per reference, dimensions, colours, finishes, markings, documents provided.
13. Notify Sorva in writing of any apparent non-conformity, with a precise description, dated photographs, parcel and batch numbers, and quantities concerned. Set aside the items concerned, without using, reselling or returning them.

14. Sorva acknowledges receipt within two Business Days, arranges a joint inspection within eight Business Days and notifies you of its written position within twenty Business Days. Sorva's silence at the end of this period constitutes acknowledgement of the defect as you have described it, unless proven otherwise (Article A5.5).

What compliance with this procedure produces

Sorva retains its recourse against the carrier and its insurer. The contract of carriage and the insurance contract are concluded by Sorva: you are not a party to them and have no steps to take with the insurer. Sorva indemnifies you under the conditions of Title II, regardless of the outcome of its recourse and without waiting for its conclusion. You further benefit from the accelerated processing procedure under Article A5.5: acknowledgement of receipt within two Business Days, inspection within eight Business Days, written position within twenty Business Days, priority replacement or credit note.

What its non-observance produces

In the absence of proper reservations sent in time, the Goods are presumed to have been received complete and free of apparent damage; this presumption may be rebutted by any evidence establishing that the damage predates delivery.

Where the absence of reservations, or of their transmission to Sorva within the time limit, causes Sorva or its insurer to lose recourse against the carrier, you are liable to Sorva for the corresponding loss, within the limit of the recourse actually lost and the value of the Goods concerned, and subject to the following four cumulative conditions: Sorva notified you in writing, at the latest with the arrival notice and forty-eight hours before presentation, of the applicable regime, the identity of the carrier, the exact time limit and the required form; you did not comply with this time limit or form; Sorva establishes that this failure is the cause of the loss of recourse; Sorva has exercised its own recourse and deducted any amount recovered. If Sorva has not notified you of this information, no liability rests on you.

In the absence of notification of apparent non-conformity within eight Business Days, you lose the benefit of accelerated processing, but you retain the obligation of conforming delivery and the legal warranties, on condition that you prove that the defect existed at delivery.

Latent defects are never affected by these time limits.

Annex 2 · Model Validation Sheet

Order reference: quote no. …………… · Client: ……………………… · Mode: A □ B □ C □ · Sheet revision: no. …… of ……………

Completeness rule. A field left blank means "not defined". No default tolerance under Annex 6 applies to a characteristic that is not defined: the specification in the Specifications then governs and, failing that, the characteristic is not contractual. Sorva does not begin manufacture while a determinative field (designation, quantity, dimensions, materials, colours, markings, standards, declared use and market, packaging, documents to be provided) remains blank; Sorva's written follow-up request to the Client suspends the schedule under the conditions of Article 7.2.

FIELD	CONTENT VALIDATED
Designation and reference	
Quantity per reference, per size, per colour	
Accepted quantity tolerance and unit price for adjustment agreed in the Quote (Annex 6) · failing that: no upward adjustment	
Dimensions (mm) and accepted tolerance (± mm or ± %); failing that, the default tolerance in Annex 6	
Materials, thicknesses, weights and tolerances	

FIELD	CONTENT VALIDATED
Colours (colour reference: RAL, Pantone, Supplier code), measurement reference adopted and accepted tolerance (Annex 6); for collections, indication of whether a common dye bath is required	
Finishes, treatments, textures	
Markings, logos, printing (vector files attached, placement, dimensions)	
Agreed measurement method (applicable standard, instrument, conditions)	
Lot acceptance threshold: rate of critical, major and minor defects beyond which the entire lot is deemed non-conforming, and sampling level adopted · failing that, conformity is assessed unit by unit	
Export packaging (type, protection, marking of parcels, palletisation)	
Documents to be provided with the Goods (instructions, declarations, certificates, test reports)	
Standards, regulations, use and market declared by the Client (mandatory field)	
Does the Client intend to process, assemble or modify the Goods after delivery? Yes □ No □ · if yes, how: ……… (note: a substantial modification confers the status of manufacturer, Articles 13.2 and 13.6)	
Does the Client resell the Goods to consumers? Yes □ No □	
Reference sample: unique number, date of receipt by the Client, place of storage, numbered and dated photographs attached, sealed specimen kept by each Party	
Country of manufacture	
Supplier's internal reference (the Supplier's identity is kept confidential by Sorva and communicated under the conditions of Article 14.5)	
Agreed communication channel and identifiers (email address, business messaging number) · Article 18.1	
Points expressly accepted as non-contractual (natural variations, screen rendering, etc.)	
Quality control options subscribed and protocol (level, sample size, criteria)	
Points of caution flagged by Sorva · Sorva certifies having examined the specifications in light of the use and market declared by the Client and flags the following points: ……… · The statement "no point of caution identified" may only be entered by Sorva, under its signature, and does not relieve it of the duty to warn under Article 5.2	
Client's decision on each point of caution	
Modifications requested by the Client compared with the sample	
Intellectual property rights: the Client declares that it holds or has duly acquired the rights to the trade marks, designs, models, visuals, logos, texts and files it transmits, and indemnifies Sorva under the conditions of Article 12	

Client's declarations

The Client declares that it has examined the reference sample and the attached photographs, that it has told Sorva the use and market for which it intends the Goods, that it has read the points of caution flagged by Sorva and given its position on each of them. It accepts that this Sheet, the sealed reference sample and the attached photographs together constitute the contractual reference for the conformity of the Goods, within the tolerances indicated or, failing that, the default tolerances of Annex 6, without prejudice to the legal warranties, the safety of the Goods and the mandatory regulatory requirements, from which this Sheet may not derogate.

This Sheet is a technical document. It contains no waiver of any legal right and does not alter the price, the payment schedule, or the stipulations relating to time limits, liability, warranties and jurisdiction (Article 2.6). The consequences of starting manufacture on the ability to cancel are governed by Articles 9.2 and, where the Order falls under Article 22, Article 22.4; they are set out in the Quote, product by product.

Done on …………… · For the Client: name, capacity, signature · For Sorva: name, capacity, signature

Annex 3 · Table of roles, risks and liabilities by Mode and by Incoterm

QUESTION	MODE A · DDP	MODE A · DAP	MODE B · PURCHASING MANDATE	MODE C · BROKERAGE	MODE D · SERVICES
Who sells the Goods to the Client	Sorva	Sorva	The Supplier, who sells directly to the Client, Sorva purchasing in the Client's name and on its behalf (exception regime: Article B1.5)	The Supplier	Not applicable
Who owns the Goods during carriage	Sorva, until delivery and payment in full	Sorva, until delivery and payment in full	The Client; Sorva is at no time the owner (Article B1.2)	The Client	Not applicable
Who bears the risks of carriage	Sorva until delivery, Goods insured under the conditions of Articles A4.4 and 14.8	Sorva until delivery, Goods insured under the same conditions, excluding risks and costs relating to import formalities incumbent on the Client (Article A4.2)	The Client (insurance recommended)	The Client (insurance recommended)	Not applicable
Who is the importer and clears customs	Sorva	The Client	The Client	The Client	Not applicable

QUESTION	MODE A · DDP	MODE A · DAP	MODE B · PURCHASING MANDATE	MODE C · BROKERAGE	MODE D · SERVICES
Who pays import duties and VAT	Sorva, included in the price; import VAT reverse-charged on Sorva's VAT return (CA3) (CGI, Art. 1695, II)	The Client, on the customs value determined from the price invoiced by Sorva; import VAT reverse-charged as of right on its VAT return	The Client, on the customs value determined from the Supplier's price, purchasing commission excluded pursuant to Article 72(e) of the Union Customs Code, subject to the written mandate, separate invoicing of the commission, Sorva's lack of ownership and the customs authorities' assessment (Article B2.1); failing exclusion, the commission remains in the import VAT base	The Client, on the Supplier's price	Not applicable
Who is answerable for conformity with the Validation Sheet	Sorva	Sorva	The Supplier; Sorva for its diligence	The Supplier; Sorva for its diligence	Sorva for the Deliverables
Who assumes the obligations of the importer and of the responsible economic operator (safety, markings, documentation, recall)	Sorva	The Client (Annex 10)	The Client (Annex 10)	The Client (Annex 10)	Not applicable
Who is the producer for recycling purposes (EPR)	See the grid below	The Client	The Client	The Client	Not applicable
Who contracts the carriage	Sorva	Sorva	The Client, directly, with a registered operator; Sorva collects no transport funds and is named on no transport document	The Client, with a registered operator	Not applicable
Price or fees	Firm all-inclusive price, margin not disclosed	Firm all-inclusive price, margin not disclosed	Fees disclosed; funds called limited to the Supplier's price; factory price transparent	Fees and commission disclosed	Fees disclosed
Payment	100% on Order, negotiable	100% on Order, negotiable	Fees on Order; funds intended for the Supplier before any commitment; success commission on delivery (Article 8.1)	Fixed fee on Order, commission on the factory order and on shipment	As per Quote

QUESTION	MODE A · DDP	MODE A · DAP	MODE B · PURCHASING MANDATE	MODE C · BROKERAGE	MODE D · SERVICES
Delay attributable to Sorva beyond the confirmed window	Indemnity of 0.5% per week begun, capped at 5%, then termination (Article 7.5)	Indemnity of 0.5% per week begun, capped at 5%, then termination (Article 7.5)	Article 7.5 not applicable · delay falls under Article B3.2 and Sorva's diligence (Article 14)	Article 7.5 not applicable · delay falls under Article C1.2 and Sorva's diligence (Article 14)	As per Quote and Article D2
Sorva's liability cap (damages only; restitutions outside the cap, Article 14.4 bis)	Order price excluding VAT, excluding restitutions and excluding the reimbursements under Articles 13.4 and 14.3	Same	The higher of three times the fees due excluding VAT, 15,000 euros and 5% of the Value of the Goods within the limit of 50,000 euros; quality control subscribed: Article 14.2 bis	Same	Same
Supplier's default	Sorva's risk: replacement or full refund (Article A7), except where the Supplier was imposed by the Client under the conditions of Article A1.3	Same	Client's risk; Sorva informs it within two Business Days, retains its rights and transfers its recourse to it (Article B3.5); del credere available as an option in the Quote	Client's risk	Not applicable
New duties, anti-dumping or countervailing duties, measures by an authority	Borne by Sorva up to the order to the Supplier, then passed on to the Client under the conditions of Article 6.4(c), upward or downward, on supporting evidence	Borne by the Client, who is the declarant	Borne by the Client	Borne by the Client	Not applicable
If the Client does not pay	Suspension (Article 8.7), penalties (Article 8.6), claim under the retention of title (Article A4.3)	Same	Suspension, penalties, retention of original documents within the limits of Article B2.5; the privilege under Article L132-2 of the Commercial Code in the sole regime of Article B1.5	Suspension, penalties, commission earned as soon as the order is placed with the introduced Supplier (Article C2.2)	Suspension, penalties, retention of the Deliverables
Second-hand machinery and work equipment from third countries	Refused	Refused	Refused	Possible subject to conditions (Annex 9), Client as importer and responsible for conformity	Not applicable

Extended producer responsibility schemes · who is the producer, by family of Goods

The status of producer is inferred from the facts and the law. The table below indicates, for each scheme, the attribution rule and, where it exists, the exact condition for the shift to the Client as principal. Where the scheme does not provide for such a shift, Sorva remains the producer.

FAMILY OF GOODS	SCHEME	SORVA AS IMPORTER (MODE A DDP), GOODS WITHOUT THE CLIENT'S BRAND	SORVA AS IMPORTER (MODE A DDP), GOODS UNDER THE CLIENT'S BRAND	CLIENT AS IMPORTER (MODE A DAP, B, C)
Furniture, seating, bedding, storage	Furniture items	Sorva	The Client, where the items are supplied under its brand pursuant to a contractual agreement · Article R543-242 of the Environmental Code	The Client
Products containing a battery, and batteries alone	Batteries	Sorva	Sorva, as importer (Regulation (EU) 2023/1542, Article 3, point 47(c)); point 47(b) of the same article confers the status of producer on the Client only if it resells, under its own name or brand, batteries bearing neither the name nor the brand of the manufacturer, which the Quote records product by product. A battery incorporated in a device triggers this scheme in addition to that of the device.	The Client
Electrical and electronic equipment (lighting, small appliances, drones, screens)	WEEE	Sorva	The Client, where the equipment bears its brand and the manufacturer's brand does not appear on it; Sorva otherwise · Article R543-174 of the Environmental Code	The Client
Packaging of the Goods (cartons, dunnage, film)	Household or professional packaging, scheme determined product by product in the Quote according to the nature of the packaging and the consumption channel of the packaged product	Sorva	Sorva	The Client
Clothing textiles, household linen, footwear	Textiles	Sorva	Sorva	The Client
Toys, sports and leisure articles, DIY and gardening articles	Corresponding schemes	Sorva	Sorva	The Client

FAMILY OF GOODS	SCHEME	SORVA AS IMPORTER (MODE A DDP), GOODS WITHOUT THE CLIENT'S BRAND	SORVA AS IMPORTER (MODE A DDP), GOODS UNDER THE CLIENT'S BRAND	CLIENT AS IMPORTER (MODE A DAP, B, C)
Construction products and materials	Construction products and materials	Sorva	Sorva	The Client

Rules common to the grid

1. The Quote states, for each family of Goods, the scheme adopted, the Party having the status of producer, the competent producer responsibility organisation, the producer's unique identifier and the treatment of the eco-contribution (included in the price or invoiced as a separate line).
2. The shift to the Client presupposes that its brand actually appears on the Goods. A contractual statement is not sufficient: the status of producer is inferred from the facts. The Quote records, product by product, whether or not the conditions of the scheme are met.
3. If the applicable scheme or the producing Party is not identified in the Quote, shipment is suspended in Mode A DDP until Sorva is identified and registered with the competent producer responsibility organisation, without this suspension constituting a delay attributable to Sorva within the meaning of Article 7.5. In Mode A DAP, Mode B and Mode C, Sorva informs the Client in writing before shipment and the Client decides in writing on what is to follow.
4. In case of persistent doubt as to the applicable scheme, Sorva registers and bears the eco-contribution (Article 13.3), and shipment takes place only after this registration.
5. In case of contradiction between this annex and the body of the GTC, the body of the GTC prevails.

Annex 4 · Particulars to be shown on Quotes, contracts and invoices

This annex is Sorva's operational template. It is binding on Sorva and on any person drawing up a document in its name. Particulars marked "mandatory" may neither be removed nor relocated.

4.A · What must appear on the Quote itself, and what may remain in an annex

Must appear on the Quote, either because the law requires it on the document intended for the third party or because the information varies from one Order to another: the complete legal identification of Sorva (block 1) · the statement of acceptance and the acceptance box for the GTC (block 2) · the jurisdiction clause in its box and its own tick-box, on the page bearing the signature (block 3) · the Client's single qualification statement (block 4) · the essential characteristics, the price excluding VAT and including VAT, the delivery costs, the date or time limit, the Mode and the Incoterm (block 5) · the VAT regime adopted and the corresponding invoice statement (block 5) · the EPR block (block 6) · the importer block in DAP, B and C (block 7) · the deposit and firmness block in Mode A (block 8) · for Orders falling under Article 22, block 9 in full, including the express agreement to the Durable Medium, the date of conclusion, the date from which a payment may be received, the estimate of return costs and the product-by-product identification of clearly personalised Goods with the reason justifying it · the end-user and final destination declarations where Article 13.9 applies (block 10) · the banking warning (block 11) · the language statement (block 12).

May remain in an annex, provided the annex is attached to the Quote, provided on a Durable Medium before signature and signed together with it: the invariable detail of the pre-contractual information under Articles L221-5 and R221-2 (Annex 8) · the model withdrawal form (Annex 8), which must be attached to the contract · the tolerance grid (Annex 6) · the table of VAT regimes (Annex 7) · the EPR grid (Annex 3) · the notes in Annexes 9 and 10, which are signed separately.

4.B · Blocks to be reproduced on each Quote

Block 1 · Legal identification · mandatory · in the footer of the Quote, in legible characters

> Sorva, a simplified joint-stock company (société par actions simplifiée) with capital of 2 euros · registered office 10 rue du Labech, 34630 Saint-Thibéry, France · unique identification number 106 789 068 · Béziers Trade and Companies Register (RCS) 106 789 068 · intra-Community VAT number FR78 106 789 068 · EORI FR10678906800017 · telephone +33 7 67 93 85 09 · contact@sorvatrade.com · sorvatrade.com.

Basis: Articles R123-237 and R123-238 of the French Commercial Code. These particulars also appear on invoices, order forms, price lists, advertising documents, correspondence and receipts.

Block 2 · Acceptance of the General Terms and Conditions · mandatory · immediately above the signature area

> The Client states that it has received, read and accepted without reservation Sorva's General Terms and Conditions of Sale and Services · Professionals, edition of 17 September 2026, attached to this Quote under the file name CGV-Sorva-Professionnels-2026-09-17-EN.pdf and available at sorvatrade.com/conditions. It acknowledges that these general terms and conditions form, together with this Quote, its Special Conditions, the price list attached where applicable and, where applicable, the Validation Sheet, the entire agreement of the Parties. They prevail over the Client's general purchasing conditions, which shall not bind Sorva unless Sorva has expressly accepted them in writing, clause by clause.
>
> The Special Conditions of this Quote (payment schedule, guarantee of restitution of sums paid, time limits, quality control level, liability cap, warranties) were put to the Client for negotiation, who was able to request their amendment before signature. The requests made and the outcome given to them are recorded below: ………………………… They prevail over the general terms and conditions in case of contradiction (Article 2.7).
>
> ☐ I accept Sorva's General Terms and Conditions of Sale and Services · Professionals, edition of 17 September 2026 (PDF attached). *(separate box, not pre-ticked)*
>
> ☐ I have received the Supplier Presentation Sheets numbered ……………………………………, receipt of which I acknowledge, and I recognise that the Suppliers appearing on them were presented to me by Sorva on the dates they bear, under the conditions of Article 11.3. *(box to be ticked where Presentation Sheets have been provided)*

Block 3 · Jurisdiction · mandatory · in a box, in bold characters at least two points larger than the body text of the Quote, on the page bearing the Client's signature, followed by its own tick-box

JURISDICTION. To the extent permitted by law, and in particular where all parties have contracted in the capacity of trader, any dispute relating to the formation, interpretation, performance or termination of this Order falls within the exclusive jurisdiction of the Commercial Court (tribunal de commerce) of Béziers, including, as between the Parties, in the event of multiple defendants, third-party proceedings, ancillary claims or urgent proceedings. Failing this, in particular where the Client has not contracted in the capacity of trader, jurisdiction is determined under the ordinary rules of law. Mandatory jurisdictions are expressly reserved, in particular those resulting from Article L442-4 of the Commercial Code.

Client established outside France · tick the applicable line: □ Client established in another Member State of the European Union: this clause constitutes a jurisdiction clause within the meaning of Article 25 of Regulation (EU) No 1215/2012, concluded in writing by the electronic acceptance of this Quote, which ensures its durable record. □ Client established in a State party to the Hague Convention of 30 June 2005 on Choice of Court Agreements (in particular the United Kingdom, Singapore, Mexico, Montenegro, Bahrain, Monaco and Switzerland, for which the Convention has been in force since 1 January 2025): this clause constitutes an exclusive choice of court agreement within the meaning of that convention. *The up-to-date list of Contracting Parties appears in the official status table of the Hague Conference, https://www.hcch.net/en/instruments/conventions/status-table/?cid=98.* □ Client established in Switzerland: this clause applies under the Hague Convention of 30 June 2005 and, in the alternative, the Lugano Convention of 30 October 2007. □ Client established in a State not bound to France by an instrument for the recognition and enforcement of judgments: the Special Conditions may provide for arbitration under the rules of the Paris Mediation and Arbitration Centre, by a sole arbitrator, in Paris, in the French language; failing that, this clause applies.

□ I have read and I accept the jurisdiction clause above. *(separate box, not pre-ticked)*

Block 4 · Client's qualification · mandatory · once only in the Quote, in the Client's identification block

The Client states that it is acting for professional purposes and: · that it employs more than five employees □ or five employees or fewer □; · that the subject matter of this Order does □ or does not □ fall within the field of its main activity; · that it habitually imports or purchases products of the kind ordered: yes □ no □ (Article 5.2); · that it is not, as at the date of signature, subject to any conciliation, safeguard, receivership or judicial liquidation proceedings. · Prior physical meeting between the Client and Sorva or a business introducer: no □ · yes □, on …………… at …………… with …………… *(field completed by Sorva or by the introducer before the Quote is issued; it governs the application of Article 22)*.

The criterion of the field of the main activity is assessed by reference to the subject matter of the contract, not the usefulness of the good for the Client's activity. In case of serious doubt, Sorva applies the protective regime of Article 22 (Article 22.2).

Block 5 · Subject matter, price, time limit and VAT regime · mandatory

> Essential characteristics of the Goods or Services: ……… · Quantities: ……… · Accepted quantity tolerance: ± …… % · unit price for adjustment: …… euros excluding VAT (failing that, no upward adjustment, Annex 6) · Price excluding VAT: …… euros · VAT: …… euros · Price including VAT: …… euros · Delivery costs included □ / extra for …… euros □ · Mode of intervention: A □ B □ C □ D □ · Incoterm and place: ……… · Date or time limit for delivery or performance: ……… · Payment terms: bank transfer exclusively (Article 8.4, save for the exception under Article 23.4), schedule: ………
>
> **VAT regime adopted:** ……………………… · Statement shown on the invoice: ……………………… (Annex 7).
>
> This Quote further states: the estimated time limit, quantified in weeks from the starting point of Article 7.2; in Mode A, the value excluding VAT of the Goods, the amount of the freight and insurance and, in DDP, the amount of the duties and taxes; the Supplier's settlement currency and, where applicable, the public freight index adopted under Article 6.4(b); the length of the manufacturing country's holidays already factored into the estimated time limit; and the named list of persons authorised to commit Sorva to a firm delivery date within the meaning of Article 7.6.

Block 6 · Extended producer responsibility · mandatory where the Goods fall under a scheme

> Scheme(s) concerned: ……………… · Party having the status of producer: Sorva □ / the Client □ · Competent producer responsibility organisation: ……………… · Producer's unique identifier: ……………… · Eco-contribution: included in the price □ / invoiced as a separate line for ……… euros □. Does the Client resell the Goods to consumers? yes □ no □ · if yes, it ensures the sorting signage and consumer information incumbent on it.
>
> *Basis: Articles L541-10, L541-10-13 and R541-173 of the Environmental Code. Failing identification of the scheme and of the producing Party, shipment is suspended under the conditions of Annex 3.*

Block 7 · Mode A in DAP, Mode B and Mode C · status of importer · mandatory

> □ I acknowledge that I am the importer of the Goods into the European Union and responsible for their conformity with the regulations applicable to their placing on the market and to their use. I have received and signed the note "Your obligations as importer" (Annex 10). My EORI number is ……………… and my VAT number ………………, and I designate ……………… as customs representative. In DAP, I am informed that customs duties and import VAT are payable by me, that they are assessed on the customs value determined from the price invoiced by Sorva, and that import VAT is reverse-charged as of right on my VAT return (Article 1695, II, of the French General Tax Code). Client's safety contact point (recalls and corrective measures, Article 13.4): name ……… · telephone ……… · email address ……… .

Block 8 · Mode A · deposit, firmness and retention of title · mandatory

> ☐ I acknowledge that the sums paid constitute a deposit (acompte) and not earnest money (arrhes) within the meaning of Article 1590 of the Civil Code, that the Order becomes firm and final upon the start of manufacture, of which Sorva notifies me the date in writing, and that the Goods identified below as clearly personalised may no longer be cancelled or taken back after this start, under the conditions of Article 9.2 and, where the Order falls under Article 22, of Article 22.4.
>
> Clearly personalised Goods (one line per product, with the reason justifying it): | Reference | Characteristic specific to the Client's request | Reason why it renders the Goods unfit for sale to another client | |---|---|---| | | | |
>
> **RETENTION OF TITLE.** Sorva retains ownership of the Goods until the price is paid in full, in principal, costs and ancillary charges (Articles 2367 et seq. of the Civil Code, Article A4.3). This clause is accepted by the Client before any delivery.

Block 9 · Orders falling under Article 22 · small business solicited off-premises · mandatory where the conditions of Article 22.1 are met or in doubt

> This Quote was solicited or is concluded away from Sorva's premises. The Client stated in block 4 that it employs five employees or fewer and that the subject matter of the Order does not fall within the field of its main activity. The regime of Article 22 of the General Terms and Conditions applies as of right.
>
> ☐ **EXPRESS AGREEMENT TO THE DURABLE MEDIUM · mandatory box.** I expressly agree to receive the dated copy of the contract signed by the Parties, the General Terms and Conditions and the model withdrawal form on a durable electronic medium (a PDF file sent to my email address ……………………… and downloadable from the signature platform) rather than on paper. *Failing this box being ticked, a paper copy signed by both Parties is handed to me or sent to me by registered letter within three (3) Business Days of conclusion.* (Article L221-9 of the Consumer Code.)
>
> ☐ I acknowledge having received, before signing and on a durable medium, the pre-contractual information under Articles L221-5 and R221-2 of the Consumer Code, reproduced in Annex 8, and having received, attached to this Quote, the model withdrawal form set out in the same annex.
>
> Date of conclusion of the contract: the Order is formed on the date of receipt by Sorva, at its registered office, of the acceptance of this Quote (Article 4.2). Sorva indicates this date to me in writing in its acknowledgement of receipt, together with the date from which a payment may be received.
>
> No payment or consideration of any kind whatsoever will be requested of me or accepted before the expiry of a period of seven (7) days from the conclusion of the contract (Article L221-10 of the Consumer Code). This Quote contains no dated request for payment.
>
> Right of withdrawal: fourteen (14) days, running, for Goods, from taking physical possession and, for Services, from conclusion of the contract; exercisable from conclusion; by an unambiguous statement, using the attached form, or through the "withdraw from the contract here" function available at sorvatrade.com/retractation throughout the period. It does not apply to the clearly personalised Goods identified in block 8.
>
> Estimate of the direct return costs in case of withdrawal, for Goods that cannot be returned by post: …………… euros. *Failing an estimate entered here, these costs remain payable by Sorva.*

Block 10 · Sanctions, export control and accuracy of declarations · mandatory for Goods under Article 13.6 and at Sorva's request

> The Client declares the end use of the Goods: ……………… and the country of final destination: ……………… . It declares that it does not appear on any sanctions list of the European Union, France or the United Nations, and undertakes not to transit, resell or divert the Goods to a prohibited destination, user or use (Article 13.9). It acknowledges that the Goods are declared to customs at their actual value, under their exact classification and origin, and that any request seeking to understate a value, alter a description or conceal an origin constitutes a serious breach within the meaning of Article 9.3 and exposes its author to the penalties of the Customs Code.

Block 11 · Banking warning · mandatory · in prominent characters

> **WARNING · TRANSFER FRAUD.** Sorva never changes its bank details by simple email. Before any first transfer, verify the bank details by calling Sorva on +33 7 67 93 85 09, through a channel distinct from that by which you received the document. Payment is made exclusively by bank transfer to an account in Sorva's name (Article 8.4, save for the exception under Article 23.4).

Block 12 · Language · mandatory

> This Quote and the General Terms and Conditions are drafted in French. English translations and Chinese summaries are provided for information only and are not contractual. Only the French version is authentic (Article 20).

4.C · Fallback procedure in case the signature platform is unavailable

Where the electronic signature platform designated by Sorva is unavailable, the Order may be formed by an exchange of emails, provided that this thread includes: the complete Quote signed in PDF format, the file of the General Terms and Conditions and its digital fingerprint, the Client's reproduction, handwritten or typed in the body of the message, of the sentence in block 2 and, where block 9 applies, of the sentence expressing express agreement to the Durable Medium. Sorva archives the complete thread, its attachments and the technical headers under the conditions of Article 18.3. Failing reproduction of the sentence expressing express agreement, a paper copy signed by both Parties is sent by registered letter within three (3) Business Days.

4.D · Block to be reproduced in standard contracts (brokerage, purchasing mandate, trading, services)

> Sorva's General Terms and Conditions of Sale and Services · Professionals, edition of 17 September 2026, attached as an annex and available at sorvatrade.com/conditions, form an integral part of this contract. In case of contradiction, the stipulations of this contract prevail over the general terms and conditions, except on the points that Article 2.6 of the general terms and conditions reserves (price, payment schedule, time limits, liability, warranties, jurisdiction) and except for any stipulation less favourable to the Client than the legal warranties.
>
> Articles 10 (confidentiality and trade secrets) and 11 (non-circumvention and non-solicitation) remain applicable after the end of this contract under the conditions they provide, and are binding on the Client's successor in title in case of transfer of the business, merger, contribution or demerger, or change of control; the Client undertakes to procure their acceptance by the successor (Article 2.11).

4.E · Block to be reproduced in the footer of each invoice · mandatory

Sorva, a simplified joint-stock company with capital of 2 euros · registered office 10 rue du Labech, 34630 Saint-Thibéry, France · unique identification number 106 789 068 · Béziers Trade and Companies Register (RCS) 106 789 068 · intra-Community VAT number FR78 106 789 068 · EORI FR10678906800017.

Invoice subject to Sorva's General Terms and Conditions of Sale and Services · Professionals, in the edition accepted at the Order and dated on the Quote.

Date by which payment must be made: .... · Client's purchase order number: .... (where applicable).

Late payment penalties, due as of right and without formal notice on the day following this date: three (3) times the statutory interest rate applicable to claims of legal persons and of natural persons acting for professional purposes, i.e. .... % at the date of this invoice, which rate may not be lower than the minimum rate provided by Article L441-10 of the Commercial Code. Fixed indemnity for collection costs: 40 euros per invoice, without prejudice to further compensation on production of evidence where the costs incurred are higher (Articles L441-10 and D441-5 of the Commercial Code). Discount for early payment: none.

VAT regime: .... · Mandatory statement: .... *(for example: "Reverse charge" · Article 242 nonies A, I-13°, of Annex II to the French General Tax Code; "VAT exemption, Art. 262 ter-I of the French General Tax Code"; "Transaction not located in France · Article 258, I, of the French General Tax Code").*

Retention of title until payment in full (Articles 2367 et seq. of the Civil Code).

WARNING · TRANSFER FRAUD. Sorva never changes its bank details by email. Verify them by telephone before any transfer.

Basis: Articles L441-9, R123-237 and R123-238 of the Commercial Code; Article 242 nonies A of Annex II to the French General Tax Code. Failure to comply with Article L441-9, I is punishable by an administrative fine of up to 375,000 euros for a legal person; each omission or inaccuracy found in an invoice is further punishable by the fine of 15 euros under Article 1737, II, of the French General Tax Code, capped at 25% of the invoice amount.

Annex 5 · Table of texts referred to in these conditions

The texts below are those to which these conditions refer. They were checked against their official source on 11 and 12 September 2026; texts whose numbering is due to change are cited by their subject matter. The court decisions cited are cited by way of illustration of the rule applied. In case of contradiction between this annex and the body of the conditions, the body of the conditions prevails.

Civil Code

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article 1104 (good faith)	Whole document	Second paragraph of public policy
Article 1110 (definition of a contract of adhesion)	2.7, A4 block 2	A set of non-negotiable clauses determined in advance
Articles 1127-1 to 1127-3 (electronic contract)	2.10	Derogation between professionals limited to points 1° to 5° of 1127-1 and the first two paragraphs of 1127-2
Article 1170 (essential obligation)	7, 14, A5, A6, Annexes 1 and 6	A clause depriving the essential obligation of its substance is deemed unwritten
Article 1171 (significant imbalance in a contract of adhesion)	Whole document	A non-negotiable clause is deemed unwritten

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article 1190 (interpretation)	Whole document	"a contract of adhesion is interpreted against the party that proposed it"
Article 1195 (unforeseeability)	15.4	Suppletive, adjusted
Article 1196, third paragraph (transfer of risk)	A4.3	Express derogation
Article 1218 (force majeure)	15	Definition and effects
Article 1231-5 (penalty clause)	4.5, 9.2, 11.5	The court's power of moderation, a matter of public policy
Article 1343-2 (anatocism)	8.6	Interest due for a full year
Articles 1366 and 1367 (electronic writing and signature)	18.1	Simple electronic signature, evidence to the contrary admissible
Article 1353 (burden of proof)	A6, Annex 6	The person claiming performance must prove it
Article 1590 (earnest money)	8.3, A4 block 8	Characterisation as a deposit
Articles 1602 (obligation to explain clearly), 1603, 1604 and 1615 (delivery and accessories)	A6.1, Annexes 6, 8 and 10	"Any obscure or ambiguous covenant is interpreted against the seller"; delivery includes the accessories (instructions, declarations, certificates)
Articles 1641 to 1649 (latent defects), including 1644 and 1648	14.4, A6.3, A6.5	Presumption of knowledge on the part of the professional seller; limitation clause enforceable only against a buyer of the same specialty; time limit under Article 1648
Articles 1984 and 1994 (mandate, substitution)	3.3, 16.3, B1	Definition of the mandate; principal's direct action against the substitute
Articles 1245 et seq., 1245-5, 1245-6, 1245-14 (defective products)	14.4, 14.5, A8.3	The importer is assimilated to the producer; identification of the supplier; clauses between professionals for goods for professional use; Directive (EU) 2024/2853 not transposed as at 11/09/2026, transposition due on 09/12/2026
Article 2238 (suspension of limitation)	21.2	Suspension from the Parties' agreement to resort to mediation or conciliation after the dispute arises or, failing written agreement, from the first meeting; resumption for a period which may not be less than six months
Article 2254 (adjustment of limitation)	14.7	Possible reduction to one year, statutory exclusions
Articles 2367 to 2372 (retention of title)	A4.3, Annex 4	Carry-over onto the price claim or the insurance indemnity
Article 1119 (enforceability of general terms and conditions)	2.3, 18.3, 20.2	General terms and conditions have effect only if they were brought to the other party's attention and accepted
Articles 1163, 1204 and 1205 (determinable performance, undertaking to procure a third party's act, stipulation for the benefit of a third party)	1, 2.11, 11.1, 11.2, 12.2, 12.5	Determinable subject matter; promise to procure; stipulation for the benefit of a third party
Article 1304-2 (potestative condition)	11.2, 12.2, 12.3	Nullity of an obligation contracted under a condition depending solely on the will of the debtor
Articles 1345 to 1345-3 (formal notice to the creditor)	6.6	Sequestration and sale, upon court authorisation, of Goods not collected

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article 1352-7 (interest on restitutions)	15.3, 14.4 bis	A person who received in good faith owes interest only from the date of the claim
Article 1356 (contracts on evidence)	10.2, 11.3, 18.1, 18.3	An agreement on evidence may not establish an irrebuttable presumption for the benefit of one party
Articles 1626 to 1629 (warranty against eviction)	12.2, D3.4	Nullity of an agreement excluding the warranty against the seller's personal acts
Articles 1657 and 2371 (termination as of right, retention of title)	6.6, A4.3	Sale of perishable goods and movable property not collected; carry-over of the right of ownership onto the claim
Articles 1991 to 1993, 1998, 1999, 2003 and 2004 (obligations of the agent and the principal, end of the mandate)	3.3, B1 to B4, C2 bis	Diligence, rendering of accounts, commitment within the limits of the power granted, reimbursement of advances, grounds for ending the mandate and revocation
Article 2232 (long-stop period)	14.7	Twenty years from the date the right arose

Code de commerce

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article L110-4 (commercial limitation period)	14.7	Five years, contractually reduced to twenty-four months
Articles L132-1 and L132-2 (commission agent, privilege)	B1.5, B2.5, Annex 3	Mode B; privilege over the goods and the documents
Article L133-3 (reservations, domestic carriage)	A5.2, Annex 1	Three days, domestic carriage only; international carriage is expressly reserved
Articles L151-1 et seq., L152-1 et seq. (trade secrets)	10.2	Definition, reasonable measures, action
Article L441-1 (general terms and conditions of sale)	2.3, 6.3	Communication, elements determining the price, price reductions
Article L441-9 (mandatory particulars on the invoice)	Annex 4	Date by which payment must be made, discount terms, penalty rate, fixed indemnity, buyer's purchase order number; administrative fine of up to 375,000 euros for a legal person
Articles L441-10 and D441-5 (payment time limits and penalties)	8.1, 8.6, Annex 4	Three times the statutory rate, forty euros, further compensation on production of evidence
Article L442-1 (significant imbalance, advantage without consideration)	Whole document	Version resulting from Law No 2026-796 of 18 August 2026; assessed on the overall economy of the contract
Articles L442-4 and D442-2 (specialised courts)	21.3, Annex 4	Mandatory jurisdiction reserved
Article R123-237 (unique identification number, mention of the RCS and the registry town on invoices, order forms, price lists, advertising documents, correspondence and receipts; 4th class summary offence)	Header, Annex 4	Particulars on the Quote and the invoice

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article R123-238 (name, form, amount of share capital)	Header, Annex 4	Particulars on the Quote and the invoice
Article L110-3 (freedom of proof between traders)	11.3, 18.1	Proof by any means as against traders
Articles L131-1, L131-2 and L131-11 (brokerage, broker's personal interest)	3.4, 12.4, 19.2, C1.2, C2.3	Introduction; fine of 3,750 euros where the parties are not informed of the broker's interest
Articles L151-3 and L151-7 to L151-9 (lawful acquisition, exceptions to trade secrecy)	10.3, 10.4, 11.1	Independent discovery, reverse engineering, freedom of expression, whistleblowing, protection of workers
Articles L152-3 et seq. (measures and compensation)	11.5(e)	Provisional and protective measures, assessment of the loss
Article L1452-3 of the Transport Code and Articles L1422-1 and R1422-1 of the same code (freight forwarders (commissionnaires de transport))	3.6, B3.4, C4	Mandatory registration; carrying on the activity without registration punishable by one year's imprisonment and a fine of 15,000 euros

Code de procédure civile

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article 48 (clause derogating from territorial jurisdiction)	21.3, Annex 4 block 3	Deemed unwritten unless agreed between persons who have all contracted in the capacity of trader and specified very conspicuously in the undertaking of the party against whom it is invoked
Commercial Courts (tribunaux des activités économiques), Decree No 2024-674 of 3 July 2024 and Order of 5 July 2024	21.3	Béziers is not among the twelve courts renamed from 1 January 2025 to 31 December 2028; the designation of the Commercial Court of Béziers is accurate
Article 42, second paragraph (multiple defendants)	21.3	Jurisdiction of the court of the place where one of the defendants resides
Article 700 (costs not included in court costs)	21.5	Sum awarded for costs incurred and not included in the court costs

Code de la consommation

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article L221-3 (extension to small businesses)	22, Annexes 4 and 8	"The provisions of sections 2, 3, 6 of this chapter … are extended to contracts concluded off-premises between two professionals where the subject matter of those contracts does not fall within the field of the main activity of the professional solicited and the number of employees of that professional is five or fewer" · version in force since 01/07/2016
Article L221-5 (pre-contractual information)	22.3, Annex 8	Eleven points under I · version in force since 19/06/2026
Article R221-2 (additional information)	22.3, Annex 8	Fifteen items of information · version in force since 28/05/2022 (Decree No 2022-424 of 25 March 2022)

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article R221-1 and its annex (model withdrawal form)	22.3, Annex 8	Model to be reproduced
Article L221-9 (dated copy of an off-premises contract)	22.3, Annex 4 block 9	"on paper signed by the parties or, with the consumer's agreement, on another durable medium"; model form attached · version in force since 28/05/2022
Article L221-10 (prohibition on payment for seven days)	8.1, 22.3, Annex 4 block 9	Seven-day period following the conclusion of the off-premises contract · version in force since 01/07/2016
Article L221-18 (withdrawal period)	22.3, Annex 8	Starting point: receipt of the good for sales, conclusion of the contract for services; exercisable from conclusion
Article L221-20 (twelve-month extension)	22.3, Annex 8	Failure to inform of the right of withdrawal
Article L221-21 and Article D221-5 (online withdrawal function)	22.3, Annex 8	Wording "withdraw from the contract here", accessibility throughout the period, acknowledgement of receipt on a durable medium · in force since 19/06/2026 (Ordinance No 2026-2 and Decree No 2026-3 of 5 January 2026) · applicability to off-premises contracts concluded through an online interface: question not settled, voluntary implementation by Sorva
Article L221-23 (direct return costs)	22.5, Annexes 4 and 8	The client bears them only if informed of them
Article L221-28, 3° (exceptions to withdrawal)	22.4, Annex 8	Goods made to specifications or clearly personalised · version in force since 28/05/2022
Article L242-1 (nullity)	22, Annex 4 block 9	"The provisions of Articles L. 221-9 and L. 221-10 are prescribed on pain of nullity of the contract"
Article L242-3 (nullity of a clause abandoning the right of withdrawal)	22, Annex 2	Nullity of any clause by which the client waives its right of withdrawal
Article L242-5 (failure to provide the contract)	22	Two years' imprisonment and 150,000 euros
Article L242-6 (withdrawal form)	22.3, Annex 8	Failure to provide, or provision of a form not complying with point 7° of Article L221-5: 150,000 euros
Article L242-7 (early payment)	8.1, 22.3, Annex 4 block 9	Two years' imprisonment and 150,000 euros
Article L242-10 (pre-contractual information)	22.3, Annex 8	Administrative fine of 15,000 euros for a natural person and 75,000 euros for a legal person
Articles L121-2, L121-5 and L441-1 (misleading practices, deception)	Sorva's communications	Articles L121-2 to L121-4 are extended to practices targeting professionals
Articles L217-3 et seq. (legal warranty of conformity)	Annex 8	Not applicable to the professional Client, even one falling under Article L221-3; mandatory information under R221-2, 6°

TEXT	ARTICLES OF THE GTC	POINT NOTED
Cass. 1re civ., 31 August 2022, No 21-11.455 · Cass. com., 30 April 2025, No 24-10.316	22.1, Annex 4 block 4	The criterion is the subject matter of the contract by reference to the main activity, not the usefulness of the good
Cass. crim., 6 January 2026, No 24-81.212, published	22, Annexes 2 and 4	Criminal aspect, personalisation not established, contracts signed at very small businesses' premises by an intermediary
Article L221-1, I, 2° (off-premises contract)	22.1	Three branches: simultaneous physical presence off-premises · personal solicitation followed by immediate conclusion · organised excursion
Articles L221-24 and L221-25 (refund, early performance)	22.4, 22.5	Refund of all sums, including delivery costs; express request on paper or a durable medium for early performance off-premises

Code monétaire et financier, Code pénal

TEXT	ARTICLES OF THE GTC	POINT NOTED
Monetary and Financial Code, Article L112-6 (cash payment)	8.4	Statutory caps on cash payment
Monetary and Financial Code, Article L314-1, III, 3° (commercial agent)	B2.2	Exception to the payment services monopoly: collection of only the Supplier's price by an agent authorised to negotiate and conclude the sale for the payer alone
Criminal Code, Article 314-1 (breach of trust)	B2.2	Misappropriation of funds entrusted for a specified use
Criminal Code, Articles 445-1 and 445-2 (private corruption)	4.7, 19.1	Five years' imprisonment, a fine of 500,000 euros, an amount that may be increased to twice the proceeds of the offence

Code de la propriété intellectuelle

TEXT	ARTICLES OF THE GTC	POINT NOTED
Article L111-1 (author's right by the mere fact of creation)	12.1, D3.1	A contract for hire of work does not derogate from the author's right
Article L122-4 (reproduction without consent)	12.2, D3.3	Unlawful performance, reproduction, translation and adaptation without consent
Articles L131-1, L131-2 and L131-3 (assignment of rights)	12.1, D3.1, D3.2, D3.4	Nullity of the blanket assignment of future works; writing required; separate mention of each right, its scope, purpose, place and duration
Articles L713-2, L713-3-1, L713-6 and L714-1 (rights of the trade mark owner, referential use, transfer)	10.3, 12.1, 12.2, D3.3	Use of another's trade mark, necessary reference, transfer of rights
Articles L716-4, L716-4-10 and L716-8 (infringement, damages, customs detention)	12.2, 12.5	Compensation for the loss; customs detention of infringing goods

Fiscalité et douane

TEXT	ARTICLES OF THE GTC	POINT NOTED
General Tax Code, Article 256, V (undisclosed intermediaries)	B1.5, Annex 7	A taxable person acting in its own name on behalf of another who intervenes in a supply of goods is deemed to have personally acquired and supplied the good; the purchasing commission agent is deemed to buy from the supplier and resell to its principal; the commission is never taxed as such
General Tax Code, Article 258, I, last paragraph (place of supply)	A3.3, A3.5, Annex 7	The place of supply of a good dispatched from a point of departure outside the Union is located in France where the supply is made by the importer or on its behalf; failing that, the transaction is not taxable in France
General Tax Code, Articles 259, 1° and 283-2 (B2B services, person liable)	6.1, Annex 7	General B2B rule, reverse charge by the recipient
General Tax Code, Article 262 ter, I (intra-Community supplies)	A3.5, Annex 7	Exemption conditional on a valid VAT number and proof of transport
General Tax Code, Articles 292 and 292-2 (import taxable base)	Annexes 3 and 7	Failing deduction from the customs value, the purchasing commission remains in the import VAT base
General Tax Code, Article 293 A (person liable for import VAT)	A3.2, A3.3, Annexes 7 and 10	The person liable is the person designated as the actual consignee of the goods on the import declaration
General Tax Code, Article 294 (overseas territories)	A3.5, Annex 7	Guadeloupe, Martinique and Réunion: export territories for VAT purposes; local VAT applicable at the rates of Articles 296, 296 bis and 296 ter; French Guiana and Mayotte: VAT not applicable
General Tax Code, Article 1695, II (import VAT reverse charge)	A3.2, A3.3, Annexes 3, 7 and 10	Declared and paid on the VAT return; mandatory and automatic since 1 January 2022, without prior authorisation (Law No 2019-1479 of 28 December 2019, Article 181)
General Tax Code, Article 289 and Annex II, Article 242 nonies A (invoice particulars)	8.3, 8.8, Annexes 4 and 7	The mention "Reverse charge" (I-13°); VAT numbers of the supplier and of the recipient (I-4°); mention of the provision of the CGI or of Directive 2006/112/EC justifying the exemption or the special regime (I-12°)
General Tax Code, Article 1737, II (invoicing fine)	Annex 4	15 euros per omission or inaccuracy, capped at 25% of the invoice amount
VAT and invoicing rules · recodification as of 1 January 2027	6.1, 8.3, 8.8, Annex 7	Texts cited by their subject matter
Regulation (EU) No 952/2013 (Union Customs Code), Articles 70, 71(1)(a)(i) and 72(e)	A3.2, A3.3, Annexes 3 and 7	Transaction value; addition of commissions except purchasing commissions (Art. 71); exclusion of the purchasing commission from the customs value (Art. 72(e)), provided it is shown separately on a commercial document and the intermediary does not become the owner
Implementing Regulation (EU) 2015/2447, Article 128 (last sale)	A3.3, Annex 7	Sale occurring immediately before the goods were brought into the customs territory of the Union
Customs Code recodified as of 1 May 2026	A3.4, Annex 4 block 10	Accuracy of declarations; penalties for false declarations and complicity in fraud

TEXT	ARTICLES OF THE GTC	POINT NOTED
General Tax Code, Article 267, II, 2° (disbursements)	3.3, B2.2, Annex 7	Sums reimbursed to intermediaries acting in the name and on behalf of their principals, evidenced and posted through suspense accounts

Environnement, travail et sécurité des produits

TEXT	ARTICLES OF THE GTC	POINT NOTED
Environmental Code, Article L541-10 (status of producer)	13.3, Annexes 3 and 10	A producer is one who "develops, manufactures, handles, processes, sells or imports" products that generate waste
Environmental Code, Articles L541-10-13 and R541-173 (unique identifier)	13.10, Annex 4 block 6	"Every producer shall state the unique identifier … in the document relating to the general terms and conditions of sale or, where it does not have one, in any other contractual document communicated to the buyer"
Environmental Code, Article L541-9-5 (penalties)	13.3, 13.10	Administrative fine of 1,500 euros (natural person) and 7,500 euros (legal person) per unit or tonne; up to 30,000 euros for failure to register, transmit data or state the unique identifier, with a daily penalty capped at 20,000 euros
Environmental Code, Article R543-242 (furniture)	13.3, Annex 3	Shift to the reseller or the principal under whose brand the items are supplied pursuant to a contractual agreement
Environmental Code, Article R543-174 (WEEE producer)	13.3, Annex 3	The reseller under its own name or brand is the producer, except where the manufacturer's brand appears on the equipment
Labour Code, Article R4311-1 (equipment deemed new)	13.8, Annex 9	Any work equipment that has not actually been used in a Member State is deemed new
Labour Code, Article R4311-2 (second-hand equipment)	Annex 9	Equipment already actually used in a Member State
Labour Code, Article R4311-4 (interchangeable equipment)	Annex 9	A bucket alone is interchangeable equipment subject to CE marking
Labour Code, Articles R4313-14 to R4313-16 (certificate of conformity for second-hand equipment)	Annex 9	Certificate provided by the person responsible for the transaction, reserved for second-hand equipment within the meaning of R4311-2; content set by order
Labour Code, Article L4311-3 (prohibitions)	13.8, Annex 9	"It is prohibited to display, offer for sale, sell, import, hire out, make available or transfer in any capacity whatsoever work equipment … that does not comply"
Labour Code, Article L4311-5 (termination)	13.8, 14.4, Annex 9	Termination of the sale or lease, within a year of delivery, notwithstanding any clause to the contrary; damages possible
Labour Code, Article L4311-6 (inspection)	Annex 9	Jurisdiction of labour inspectors, customs officers, the DGCCRF and mining engineers
Labour Code, Article L4741-9 (criminal penalty)	Annex 9	Fine of 3,750 euros; on repeat offence, one year's imprisonment and 9,000 euros; posting and publication possible
Postal and Electronic Communications Code, Article L100 (registered electronic letter)	18.2, Annex 1	Equivalence to a registered letter

TEXT	ARTICLES OF THE GTC	POINT NOTED
Law No 71-1130 of 31 December 1971, Articles 54 et seq.	3.5, C1.3, D1.2	Legal consultation and drafting of instruments reserved
Law No 94-665 of 4 August 1994, Article 2	20, A8.5	Use of French in instructions and documents

Textes de l'Union européenne et conventions internationales

TEXT	ARTICLES OF THE GTC	POINT NOTED
Regulation (EU) 2023/988 (general product safety), Articles 5, 9, 11, 13, 16 and 19	13.1, 13.2, A8, Annex 10	Obligations of the importer, including stating the name, postal and electronic addresses and, if different, that of the single point of contact, and the safety instructions in a language readily understood; Article 16: responsible economic operator for all products covered by the regulation
Regulation (EU) 2019/1020, Article 4(1), (2) and (5)	13.1, Annex 10	Hierarchy of manufacturer, importer, authorised representative, fulfilment service provider established in the Union; paragraph 5 limits the scope to Regulations (EU) No 305/2011, 2016/425 and 2016/426 and Directives 2000/14/EC, 2006/42/EC, 2009/48/EC, 2009/125/EC, 2011/65/EU, 2013/29/EU, 2013/53/EU, 2014/29/EU, 2014/30/EU, 2014/31/EU, 2014/32/EU, 2014/34/EU, 2014/35/EU, 2014/53/EU and 2014/68/EU; the reference to Directive 2006/42/EC is to be read, from 20 January 2027, as referring to Regulation (EU) 2023/1230
Regulation (EU) 2023/1230 (machinery)	13.6, Annex 9	Applicable from 20 January 2027; Directive 2006/42/EC remains applicable up to and including 19 January 2027
Regulation (EU) 2016/1628 (engines of non-road mobile machinery), Articles 5(3), 11, 12 and 34	13.6, 13.8, Annex 9	EU type-approval; existing exclusions and derogations
Regulation (EU) 2023/1542 (batteries), Article 3, point 47(b) and (c), Articles 38, 56 and 96	13.3, Annex 3	Status of producer of the brand principal where the name or brand of the other manufacturers does not appear on the batteries; an incorporated battery triggers the scheme
Regulation (EU) No 1007/2011 (textiles)	A8.5, Annex 6	Composition labelling
Delegated Regulation (EU) 2019/945 (unmanned aircraft systems)	13.6, A8.5	Class label, acoustic power
Regulation (EU) 2016/679 (GDPR), Article 28; Implementing Decision (EU) 2021/914	17, Annex 8	Processing on behalf of another; standard contractual clauses
Regulation (EU) No 910/2014 (eIDAS), Article 25	18.1	Effects of the electronic signature

TEXT	ARTICLES OF THE GTC	POINT NOTED
Regulation (EU) No 1215/2012 (Brussels I bis), Article 25	21.4, Annex 4 block 3	Jurisdiction agreement by electronic means
United Nations Convention of 11 April 1980 (CISG), Article 6	21.1	Contractual exclusion
Hague Convention of 30 June 2005 on Choice of Court Agreements	21.4, Annex 4 block 3	39 Contracting Parties as at 27 November 2025, including the European Union and its Member States, the United Kingdom, Singapore (1 October 2016), Mexico (1 October 2015), Montenegro, Bahrain (1 July 2025), Monaco (1 March 2026) and Switzerland, for which the Convention entered into force on 1 January 2025 (accession deposited on 18 September 2024). *Up-to-date list: official status table of the Hague Conference.*
Lugano Convention of 30 October 2007	21.4	Parties: the Swiss Confederation, the European Union, Denmark, Norway, Iceland; in force for Switzerland since 1 January 2011. Now applies on a subsidiary basis for Switzerland, the Hague Convention of 2005 being in force there
Carriage conventions: CMR of 19 May 1956 (road), Hague-Visby Rules (sea), Montreal Convention of 28 May 1999 (air)	A5.2, Annex 1	Time limits and forms of protest, shorter than those of Article L133-3 and, for apparent damage, an inspection at delivery itself
Commission Communication, Blue Guide 2022, OJ C 247 of 29 June 2022, sections 2.3, 3.1 and 4.5	13.8, Annex 9	A person placing on the Union market a second-hand product from a third country must assume the role of the manufacturer
Incoterms® 2020 of the International Chamber of Commerce	1, A3, Annex 3	DAP, DDP, CIF, CPT, CIP rules
Regulation (EU) 2016/425 (personal protective equipment)	13.1, 13.6	Essential requirements, EU declaration of conformity
Regulation (EU) 2021/821 (dual-use items)	13.6, 13.9	Export and transit authorisation regime
Regulation (EU) No 833/2014, Articles 12g and 12ga and Annex VIII	13.11	"No-Russia" clause mandatory for certain goods; prohibition on re-export
Regulation (EU) No 269/2014, Article 2	13.9	Freezing of assets and prohibition on making funds available
Regulation (EU) No 952/2013, Article 103 (limitation of the customs debt)	13.14, 14.7	Three years, extended to five or ten years in the case of an act liable to criminal proceedings

TEXT	ARTICLES OF THE GTC	POINT NOTED
Directive (EU) 2024/2853 (liability for defective products), Articles 6, 8, 14, 15, 21 and 22	14.4	Transposition expected by 9 December 2026; goods for exclusively professional use
Regulation (EU) 2024/3015 (prohibition of products made with forced labour)	19.3	Prohibition on placing on the market and on export; applicable from 14 December 2027
Directive (EU) 2016/943 (trade secrets), Articles 1(3), 2, 3 and 5	10.2, 10.3, 10.4, 11.4	Definition, lawful acquisition, workers' mobility
Directive (EU) 2015/2436 (trade marks), Articles 10 and 14; Directive 2004/48/EC, Article 13	10.3, 12.1, 12.2, 12.5, D3.3	Rights conferred by a trade mark, referential use; damages in infringement matters
Directive (EU) 2015/2366 (payment services), recital 11	B2.2, B2.7	A commercial agent acts for only one of the parties

Court decisions cited

DECISION	ARTICLES OF THE GTC	RULE ILLUSTRATED
Cass. com., 29 June 2010, No 09-11.841 (Faurecia)	14.2, 14.2 bis	Validity of a liability cap that is not derisory, even in case of breach of an essential obligation
Cass. com., 27 May 2021, No 18-23.261	11, B4.2, C2.2	Proportionality of clauses restricting freedom to conduct a business
Cass. com., 7 July 2021, No 19-22.807	Whole document	Article L442-1, I, 2° of the Commercial Code requires proof of submission
Cass. com., 13 May 2026, No 24-17.137	Whole document	Article 1171 of the Civil Code does not apply to contracts falling under Article L442-1 of the Commercial Code
Cass. com., 7 January 2026, No 23-20.219	Whole document	Assessment of significant imbalance on the overall economy of the contract
Cass. com., 17 January 2024, No 21-23.909	3.3, A6.5	Irrebuttable presumption of knowledge of the defect on the professional seller, except for a buyer of the same specialty
Cass. com., 19 June 2019, No 17-12.976	B2.1	Reintegration of commissions into the customs value where the intermediary buys with its own funds
Cass. com., 17 May 2017, No 15-27.727	3.6, B3.4, C4	Criteria for a freight forwarder (commissionnaire de transport)
Cass. ch. mixte, 14 February 2003, No 00-19.423	21.2	Bar to admissibility arising from a prior conciliation clause
Cass. 1re civ., 31 August 2022, No 21-11.455 and Cass. com., 30 April 2025, No 24-10.316	22.1, Annex 4	The field of the main activity is assessed by reference to the subject matter of the contract

DECISION	ARTICLES OF THE GTC	RULE ILLUSTRATED
Cass. crim., 6 January 2026, No 24-81.212	22, Annexes 2 and 4	Personalisation not established and contracts signed off-premises by an intermediary
CJEU, 21 October 2020, Möbel Kraft, C-529/19	22.4	Exclusion of the right of withdrawal for goods made to the client's specifications, as from the conclusion of the contract

Annex 6 · Default tolerances and measurement protocol

The tolerances below apply failing a quantified tolerance entered on the Validation Sheet (Article 5.4). They are proposed by Sorva on the basis of its sourcing experience and are negotiable at the Validation Sheet stage; a Client who needs a tighter tolerance shall have it entered on the Sheet, and Sorva may take it into account in the price. A variation within these tolerances is not a defect of contractual conformity, subject to the reservations set out at the end of the annex.

Dimensions declared determinative. The dimensional tolerances below do not apply to dimensions that the Client has declared determinative in the Quote or the Validation Sheet, nor to Goods intended to fit into a space or an assembly whose dimensions the Client has communicated: for these, the tolerance is ± 0.5% with a maximum of ± 5 mm.

FAMILY OF GOODS	DIMENSIONS	COLOUR AND APPEARANCE	WEIGHT, GRAMMAGE, THICKNESS	QUANTITIES
Furniture and items in wood, metal, glass, stone	± 2% of the dimension, with a minimum of ± 3 mm and a maximum of ± 10 mm	ΔE00 ≤ 3.0 compared with the colour reference or the sealed reference sample; variations specific to natural materials accepted	± 5%	No tolerance on the number of pieces
Printed packaging, paper, card, labels	± 2 mm on cutting and folding dimensions; print registration ± 1 mm	ΔE00 ≤ 2.0 compared with the print proof (BAT) or the colour reference; variation in rendering between media accepted where the Sheet notes it	Grammage ± 5%	± 5% per reference, adjusted according to the quantity rule below
Textiles, clothing, linen, footwear	± 3% on the size-chart measurements, with a minimum of ± 1 cm and a maximum of ± 2 cm	Grade 4 of the grey scale compared with the reference colour; this reference is the only one applicable, unless instrumental measurement is expressly provided for on the Sheet	Grammage ± 5%	± 3% per reference and colour, adjusted according to the quantity rule below
Plastics, acrylic, injection, cutting	± 0.5 mm up to 100 mm; ± 1% beyond, with a maximum of ± 5 mm	ΔE00 ≤ 3.0; technical injection marks accepted outside the visible faces defined on the Sheet	± 5%	± 3% per reference, adjusted according to the quantity rule below

FAMILY OF GOODS	DIMENSIONS	COLOUR AND APPEARANCE	WEIGHT, GRAMMAGE, THICKNESS	QUANTITIES
Electrical, electronic and mechanical products	± 1% of the overall dimension, with a minimum of ± 1 mm; no tolerance on interface, assembly or safety dimensions identified on the Sheet; electrical characteristics according to the applicable standard indicated on the Sheet	Appearance according to the sealed reference sample	According to the technical data sheet appended to the Validation Sheet	No tolerance on the number of pieces
Products subject to a dimensional standard (reinforcing bar, sections, fasteners and similar)	Dimensional and linear-mass tolerances of the standard indicated on the Validation Sheet; failing a standard indicated, no tolerance	Not applicable	According to the same standard	No tolerance on the number of pieces
Markings, engravings, printing on the product	Position ± 2 mm; marking dimensions ± 5%	Colour according to the colour reference of the technique employed; variations specific to laser engraving and screen printing accepted	Not applicable	Not applicable
Steel and metallurgical products sold by weight or by metre, including reinforcement for concrete	According to the standard designated in the Quote or the Validation Sheet; failing that, length ± 25 mm and section according to the declared grade	Surface appearance and transport oxidation accepted where they do not affect the effective cross-section	Weight per lot ± 3%; invoiced on the weight actually delivered, on a weighing note	± 3% by weight per reference, adjusted according to the quantity rule below
Mechanical and hydraulic parts and equipment for machinery, buckets and interchangeable equipment	According to the standard or the dimensioned drawing designated in the Quote or the Validation Sheet; failing that, ± 1% with a minimum of ± 1 mm on functional dimensions; no tolerance on interface, assembly or safety dimensions	Appearance according to the sample or photographs of the proposed product; machining marks and paint touch-ups accepted outside functional surfaces	According to the technical data sheet; failing that ± 5%	No tolerance on the number of pieces
Any family not listed above	Tolerances entered, quantified, on the Validation Sheet before manufacture begins; failing that, conformity is assessed by reference to the standard designated in the Quote or the Sheet, failing that the settled usages of the family of Goods concerned and, failing that, within the limit of ± 1% of the dimensions in the Specifications	Appearance according to the sealed reference sample	Failing a quantified value on the Sheet, ± 5%	No tolerance on the number of pieces

Quantity rule

The accepted quantity tolerance and the unit price for adjustment are entered on the Quote and the Validation Sheet before the Order; they do not constitute a price revision within the meaning of Article 6.4. The excess delivered is invoiced only within the limit of the agreed percentage and at that unit price; beyond that percentage, the excess accrues to the Client at no extra charge. A shortfall gives rise to a refund as of right, at the unit price in the Quote, within fifteen (15) days of delivery, without any prior claim by the Client, who may prefer delivery of the shortfall. Failing a quantity tolerance and a unit price for adjustment entered on the Quote, no additional invoicing is possible: the excess accrues to the Client at no extra charge and the shortfall is refunded as of right.

Colour reference and measurement protocol

The colour difference is measured using the ΔE00 (CIEDE2000) formula, with a spectrophotometer, D65 illuminant, 10° observer, 45/0 or d/8 geometry, on five points taken at random from the lot, the average being used. For textiles, the reference is the grey scale, grade 4. Only one reference applies to an Order: the one entered on the Validation Sheet. Failing instrumental measurement, assessment is made in a standardised viewing booth, by direct comparison with the sealed reference sample in Annex 2. Lot variations between colours ordered separately are accepted within the same quantified limits as those set out above by reference to the colour reference; where several colours of the same collection must come from a common dye bath, the Validation Sheet states this.

Joint measurement protocol

Measurements are taken according to the method indicated on the Validation Sheet or, failing that, according to the standard applicable to the family of Goods or, failing a standard, according to a method agreed between the Parties before manufacture. No method communicated after delivery is enforceable against the Client.

In case of disagreement over a dimension, a grammage or a colour, the measurement is carried out jointly: five pieces taken at random from the lot, at room temperature, on the dimensions and according to the method entered on the Sheet, in the presence of both Parties or by a laboratory or body agreed between them, with a signed report. The cost of this measurement is borne by Sorva where the alleged discrepancy is established, and by the Client otherwise. Failing agreement on the identity of the third party within five (5) Business Days of the request, the more diligent Party may have a measurer appointed by the President of the Commercial Court of Béziers, ruling in summary proceedings (en la forme des référés).

Mandatory reservations

These tolerances have no effect on the obligation of conforming delivery, on the legal warranty against latent defects, on the safety of the Goods or on the mandatory regulatory requirements applicable to their category. A variation within the tolerances that renders the Goods unfit for the use declared by the Client in the Quote or the Sheet, or non-compliant with a regulatory requirement, constitutes a defect. In all cases: differences in rendering between a screen, a print and the Goods are not defects where the Validation Sheet notes them; variations specific to natural materials (grain, shade, texture) are accepted.

Annex 7 · Usual VAT regimes and invoice particulars

The regimes below are given for reading Quotes and invoices. They depend on the Mode, the Incoterm, the place of delivery and the Client's status, and apply subject to the supporting evidence required by the regulations and to their evolution, in particular the recodification of VAT-related texts as of 1 January 2027. The Quote states the regime adopted for the Order and the statement shown on the invoice. In case of divergence between this table and the invoice, the invoice prevails as between the Parties; it does not prejudge the assessment of the tax or customs authorities.

SITUATION	SORVA'S INVOICE AND MANDATORY STATEMENT	BORNE BY THE CLIENT
Mode A DDP, delivery in mainland France	Price with French VAT at the applicable rate. Sorva, as importer, reverse-charges import VAT on its VAT return (CA3), pursuant to Article 1695, II, of the General Tax Code. The supply is located in France, Article 258, I, last paragraph, of the same code referring to the supply made by the importer.	The VAT invoiced by Sorva, recoverable according to its regime

SITUATION	SORVA'S INVOICE AND MANDATORY STATEMENT	BORNE BY THE CLIENT
Mode A DAP, delivery in mainland France, Client as importer	Price without French VAT: the supply concerns goods dispatched from a third country and is not made by the importer, so that it is not located in France (Article 258, I, last paragraph, of the CGI, a contrario). Statement: "Transaction not located in France · Article 258, I, of the French General Tax Code".	Customs duties assessed on the customs value determined from the price invoiced by Sorva; import VAT reverse-charged as of right on its CA3 (Articles 293 A and 1695, II, of the CGI)
Mode A DAP, direct dispatch from the manufacturing country to another Member State, Client as importer in that State	Price without French VAT, the transaction not being located in France. Statement: "Transaction not located in France · Article 258, I, of the French General Tax Code". This is not an intra-Community supply: the Client's intra-Community VAT number and the proof of transport under Article 262 ter, I, are not required for this purpose.	Customs duties and import VAT in the Member State of destination, according to the rules of that State
Re-dispatch from France after release for free circulation, to another Member State	Exempt intra-Community supply, subject to the Client providing a valid intra-Community VAT number and proof of transport. Statement: "VAT exemption, Art. 262 ter-I of the French General Tax Code" (Article 242 nonies A, I-12°, of Annex II to the CGI).	The VAT due in its State on the intra-Community acquisition
Mode A, delivery in Guadeloupe, Martinique or Réunion	These territories are export territories for French VAT purposes (Article 294 of the CGI). Price without French VAT; the regime and its basis are shown on the invoice.	Local VAT at the rates of Articles 296, 296 bis and 296 ter of the CGI, octroi de mer (dock dues), local duties and formalities, borne by the local importer
Mode A, delivery in French Guiana, Mayotte or outside the European Union	Transaction treated as an export to a third country; price without French VAT; the regime and its basis are shown. VAT is not applicable in French Guiana or Mayotte.	Local duties, taxes and formalities, borne by the local importer
Modes B, C and D · fees invoiced to a Client established in France	Fees with French VAT at the applicable rate	The VAT invoiced
Modes B, C and D · fees invoiced to a taxable Client established in another Member State	Fees without French VAT, statement "Reverse charge" (Article 242 nonies A, I-13°, of Annex II to the CGI), with Sorva's VAT number and the Client's (I-4°); the Client's VAT number is required	Reverse charge of the VAT in its State
Modes B, C and D · fees invoiced to a Client established outside the European Union	Fees without French VAT; the regime and its basis are shown	According to local legislation
Mode B, Sorva's fees (agent acting in the Client's name and on its behalf)	Fees with French VAT for a Client established in France; without French VAT with the statement "Reverse charge" for a taxable person established in another Member State; without French VAT, with the regime shown, for a Client established outside the Union	The VAT invoiced. In addition, these fees, as a purchasing commission, enter into the import VAT taxable base, even where they are excluded from the customs value

SITUATION	SORVA'S INVOICE AND MANDATORY STATEMENT	BORNE BY THE CLIENT
Mode B, sums called to pay the Supplier	Call for funds, which is not an invoice. These sums constitute disbursements within the meaning of point 2° of II of Article 267 of the General Tax Code, excluded from Sorva's taxable base, provided Sorva acts in the Client's name and on its behalf under a prior written mandate, that it clearly appears as its representative, that it renders an exact account of the commitment and the amount of the expenses, that it posts these sums through a suspense account, and that it provides evidence of their nature and exact amount	The Supplier's price, invoiced in the Client's name. Customs duties and import VAT paid by the Client as importer, the customs value being determined from the Supplier's price, the purchasing commission being excluded where the conditions of Article B2.1 are met
Mode B, exception regime of Article B1.5 (Sorva contracting in its own name)	Sorva is deemed to acquire and supply the Goods within the meaning of 1° of V of Article 256 of the General Tax Code. It invoices the Client for the price of the Goods according to the regime applicable to a supply of goods located outside the Union at departure, and its fees according to the regime proper to them; the calls for funds constitute deposits on account of this price	Customs duties and import VAT calculated on the price invoiced by Sorva; the fees are not excluded from the customs value

Tax and customs cooperation

Each Party informs the other, within two (2) Business Days of becoming aware, of any request, audit, proposed re-assessment or notice of recovery relating to an Order, and provides it with the relevant documents. The Client as importer provides Sorva, on written request and within ten (10) Business Days, with its EORI number, its VAT number, the identity of the declarant and a copy of the customs declaration and the evidence of the import VAT reverse charge. Each Party keeps, for the statutory periods, the transport documents and the evidence establishing the point of departure of the Goods and the absence of release for free circulation in France. The Client indemnifies Sorva, under the conditions of Article 12.5, against the consequences of inaccurate or incomplete information attributable to it.

Annex 8 · Pre-contractual information and withdrawal form · Orders falling under Article 22

This annex is provided to the Client on a Durable Medium before signature and attached to the Quote, where the Order is solicited or concluded away from Sorva's premises with a Client employing five employees or fewer and whose main activity does not concern the subject matter of the Order (Article L221-3 of the Consumer Code). It is drafted in the order of the eleven items of information under Article L221-5 and the fifteen items of information under Article R221-2 of the same code. Fields that are not applicable are marked as such, with the reason.

I · Information under Article L221-5 of the Consumer Code

1° Essential characteristics of the Goods or Services. These appear in the Quote and, where applicable, the Validation Sheet: designation, references, quantities, dimensions, materials, colours, finishes, markings, packaging, standards referred to, documents provided. The Goods are manufactured or acquired outside the European Union and dispatched from the manufacturing country, with no intermediate stock held by Sorva.

2° Price. The price excluding VAT, the amount of VAT, the price including VAT and the delivery costs appear in the Quote. The price is all-inclusive and firm under the conditions of Articles 6.2 and 6.4; it is revisable only in the objective cases of Article 6.4, upward or downward, on supporting evidence, the Client then being entitled to terminate the Order.

3° Date or time limit for delivery or performance. The Quote bears an estimated schedule. The full period between encashment and delivery is generally between twelve (12) and fourteen (14) weeks and depends on links outside Sorva's control. Sorva subsequently notifies a confirmed delivery window, expressed in calendar weeks (Article 7.3). Exceeding this window where attributable to Sorva gives rise to an indemnity of 0.5% per week begun, capped at 5%, then, beyond sixty days, to termination with full restitution (Article 7.5). For Orders falling under Article 22, the time limit stated in the Quote runs from signature and includes the seven-day period during which no payment may be received.

4° Identity, contact details, termination arrangements, dispute resolution methods and contractual conditions. *Identity*: Sorva, a simplified joint-stock company with capital of 2 euros, registered office 10 rue du Labech, 34630 Saint-Thibéry, France, unique identification number and Béziers RCS 106 789 068, VAT FR78 106 789 068, EORI FR10678906800017. *Contact details*: telephone +33 7 67 93 85 09 · email contact@sorvatrade.com · site sorvatrade.com. *Termination and end-of-Order arrangements*: Articles 4.4, 4.5, 6.4, 7.5, 8.2, 9, 15.3, 22.3 and, according to the Mode, A7.3, B4 or C6 of the General Terms and Conditions, attached to the Quote. *Dispute resolution methods*: the prior amicable settlement of Article 21.2 (written notice, meeting within fifteen days, search for a solution for thirty days); failing that, the jurisdiction designated in Article 21.3 and in block 3 of the Quote. See also item 6° below. *Contractual conditions*: the General Terms and Conditions of Sale and Services · Professionals, edition of 17 September 2026, attached to the Quote and available at sorvatrade.com/conditions. *Personal data*: the processing carried out by Sorva, including that entrusted to its subsidiary established in Guangzhou (China) as processor, is described in Article 17 of the General Terms and Conditions and in the privacy policy published at sorvatrade.com/confidentialite, which sets out the safeguards governing transfers outside the European Union.

5° Legal warranties, functionalities and interoperability. See item 6° of part II below. Sorva supplies neither digital content nor a digital service: the items relating to functionalities, compatibility and interoperability are not applicable.

6° Possibility of resorting to a consumer mediator. The Client falling under this regime is not a consumer within the meaning of the introductory article of the Consumer Code and does not fall under the consumer mediation scheme of Articles L611-1 et seq. of the same code; no consumer mediator may therefore be seised of its complaint. Sorva instead offers it the prior amicable settlement of Article 21.2 of its General Terms and Conditions, the terms of which are recalled in item 4° above, and the possibility of jointly resorting to a mediator or a conciliator, the costs then being shared equally and the limitation period suspended under the conditions of Article 2238 of the Civil Code. *Consumer mediator designated by Sorva for its consumer clients: ……………………… (to be completed once designated).*

7° Conditions, time limit and arrangements for the right of withdrawal, and model form. You have a period of fourteen (14) days to withdraw without giving reasons. The period runs, for Goods, from the day on which you, or a third party designated by you other than the carrier, take physical possession of the Goods and, in the case of staggered delivery, of the last Good delivered; for Services, from the day of conclusion of the contract, that is, of the formation of the Order within the meaning of Article 4.2 of the General Terms and Conditions, the date of which Sorva states to you in writing in its acknowledgement of receipt. You may exercise this right from conclusion. To exercise it, send us an unambiguous statement by post or email to the contact details in item 4°, using, if you wish, the model form reproduced below and attached to the contract. It is enough for you to send it before expiry of the period. Online withdrawal. You further have, at sorvatrade.com/retractation, also accessible from the signature confirmation email, and throughout the period, a free function entitled "withdraw from the contract here", visible, and directly and easily accessible, allowing you to transmit your withdrawal statement. Sorva sends you, without delay, an acknowledgement of receipt on a Durable Medium, stating the date and time of your statement. Effects. We will refund all payments received, including delivery costs, no later than fourteen (14) days after being informed of your decision, using the same means of payment; we may defer the refund until we recover the Goods or until you have provided proof of their dispatch. You must return the Goods no later than fourteen (14) days after your decision. Your liability is engaged only in respect of any diminished value of the Goods resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the Goods. Failure to inform. Failing information on this right, the period is extended by twelve (12) months (Article L221-20 of the Consumer Code).

8° Return costs in case of withdrawal. The direct return costs are borne by you. For Goods which, by their nature, cannot normally be returned by post, the Quote states a quantified estimate of these costs; failing an estimate stated in the Quote, these costs remain payable by Sorva.

9° Obligation to pay in case of withdrawal after the Services have begun. If you have asked that performance of a Service begin before the end of the withdrawal period, you pay us, in case of withdrawal, an amount proportionate to what has been supplied to you up to the time you communicated your decision, by comparison with the full scope of the services provided for in the contract.

10° Limitations on the right of withdrawal. The right of withdrawal does not apply to Goods made to your specifications or clearly personalised. The Quote identifies them product by product, with the reason justifying it (block 8 of Annex 4). A standard product chosen from a catalogue, including from among proposed options, sizes, finishes or colours, is never presented as personalised (Article 22.2). Nor does it apply to Services fully performed before the end of the period, where performance began with your prior express agreement and your acknowledgement of the loss of this right.

11° Personalised price based on automated decision-making. The price in the Quote is set bespoke by a human operator, based on the Specifications, the quantities, the Incoterm, the place of delivery and market conditions at the date of the Quote. Sorva applies no personalised price based on automated decision-making.

II · Additional information under Article R221-2 of the Consumer Code

1° Name, geographical address, telephone, email address, identity and address of the representative. See item 4° of part I. Sorva does not act through any representative within the meaning of this provision. Independent business introducers who may have introduced Sorva to you are neither employees, agents nor representatives of Sorva, do not act in its name, and are not authorised to take a signature or a payment (Article 4.7); only the Quote issued by Sorva and the General Terms and Conditions are authoritative. Sorva's subsidiary established in Guangzhou (China) acts as a processor for sourcing, factory visits and quality control; it buys, sells, imports and exports nothing.

2° Other online means of communication allowing written exchanges to be kept. In addition to the address contact@sorvatrade.com, exchanges may take place on the business messaging services agreed in the Validation Sheet, in particular WhatsApp and WeChat. These channels allow written exchanges to be kept; they are admissible as evidence between the Parties under the conditions of Article 18.1, it being specified that no message exchanged on an instant messaging service constitutes an amendment to the Quote, a commitment to a firm delivery date, to a characteristic of the Goods or to a price.

3° Business address for complaints. It is the same as the registered office address stated in item 4° of part I: Sorva, 10 rue du Labech, 34630 Saint-Thibéry, France · contact@sorvatrade.com.

4° Payment, delivery and performance arrangements. Payment exclusively by bank transfer to Sorva's account stated on the Quote and the invoice, in Sorva's name; no other means is accepted (Article 8.4). Delivery according to the Incoterm and at the place designated in the Quote, the Goods being made available on the arriving means of transport, ready to be unloaded, unloading being borne by the Client (Article A4.1). Performance according to the Mode of intervention designated in the Quote (Articles 3 and Titles II to V). Warning · transfer fraud. Sorva never changes its bank details by simple email. Verify them by telephone, through a channel distinct from that by which you received the document, before any first transfer.

5° Complaint-handling arrangements. Any complaint is sent in writing to contact@sorvatrade.com. Sorva acknowledges receipt within two (2) Business Days, arranges a joint inspection within eight (8) Business Days and notifies its written position within twenty (20) Business Days (Article A5.5). Sorva's silence at the end of this period constitutes acknowledgement of the defect as described in the complaint, unless proven otherwise. In case of persistent disagreement, the amicable settlement of Article 21.2 applies.

6° Legal warranties. The legal warranty of conformity under Articles L217-3 et seq. of the Consumer Code is reserved for consumers and does not apply to your order, Article L221-3 of the same code extending to professionals employing five employees or fewer only sections 2, 3 and 6 of the chapter relating to contracts concluded at a distance and off-premises. Your order benefits from the following legal warranties: 1. the seller's obligation of conforming delivery (Articles 1603, 1604 and 1615 of the Civil Code), which includes the handing over of the accessories of the thing, in particular the instructions, declarations of conformity and certificates listed in the Quote or the Validation Sheet; conformity is assessed by reference to the Validation Sheet, the sealed reference sample and the attached photographs (Article A6.1), within the tolerances of Annex 6; 2. the legal warranty against latent defects (Articles 1641 to 1649 of the Civil Code, Article A6.3), which opens to you the action under Article 1644, within the time limit of Article 1648; 3. where applicable, liability for defective products (Articles 1245 et seq. of the Civil Code), from which the General Terms and Conditions do not derogate for damage to persons and to property for private use (Article 14.4). The applicable remedies (repair, replacement, provision of missing documents, price reduction, credit note, buy-back against refund) are described in Article A6.4.

7° Commercial guarantee and after-sales service. Sorva passes on to you the benefit of the commercial guarantee granted by the Supplier or the manufacturer where one exists; its existence, duration, scope and terms are stated in the Quote or in the documents provided with the Goods. Sorva centralises complaints and follows them up with the Supplier. This guarantee is in addition to the legal warranties, without replacing or restricting them (Article A6.2). Unless otherwise stated in the Quote, it covers the replacement or repair of the defective part or Goods, excluding the costs of removal, refitting, labour and return transport. After-sales service: contact@sorvatrade.com, telephone +33 7 67 93 85 09.

8° Duration of the contract and termination conditions. The contract is concluded for the duration of performance of the Order described in the Quote; it is neither of indefinite duration nor tacitly renewed. It ends on delivery of the Goods and payment in full or, for Services, on delivery of the Deliverables. Recurring engagements under Modes B, C and D, where concluded for twelve (12) months, are renewed only by written agreement and either Party may end them on thirty (30) days' notice (Articles B4 and C6).

9° and 10° Digital content. Not applicable: Sorva supplies neither digital content nor a digital service within the meaning of these provisions. The Deliverables of Mode D (studies, files, reports, photographs, content, files, websites) are provided under the conditions of Title V and Article D3.

11° Contact details of the competent consumer mediator. See item 6° of part I: the consumer mediation scheme is not open to the professional Client, even one falling under Article L221-3.

12° Cost of the means of distance communication. Not applicable: Sorva uses no means of distance communication whose cost would exceed the basic rate. The number +33 7 67 93 85 09 is a non-premium number, and the electronic signature platform is free for the Client.

13° Applicable codes of conduct. Not applicable: Sorva does not subscribe to any code of conduct within the meaning of this provision. Sorva's ethics and transparency commitments appear in Article 19 of its General Terms and Conditions (anti-corruption, disclosure of third-party remuneration, absence of any interest in the Suppliers presented).

14° Minimum duration of contractual obligations. No minimum term of commitment is imposed on the Client. Orders are concluded individually; no recurring minimum quantity, no subscription and no exclusivity of purchase are required. The only obligations surviving performance of the Order are those under Articles 10 (confidentiality), 11 (non-circumvention and non-solicitation), 13.4 (cooperation in case of recall) and 14.7 (limitation period), whose durations are as they state.

15° Existence of guarantees or financial securities and their conditions. Important information. The price is payable in full on the Order in Mode A, before any order is placed with the Supplier and before manufacture begins (Article 8.1). Sorva holds no guarantee or financial security for the restitution of the funds paid to it. In consideration, Sorva commits to the points listed in Article 8.2 (allocation of the funds to the Order, order to the Supplier within ten Business Days, full restitution at no cost failing that, assumption of the risk of the Supplier's default, insurance of the Goods during carriage). You may request, before signature and in the Special Conditions, a payment schedule, a bank guarantee for the restitution of sums paid or the use of an escrow account; Sorva states the conditions and the price to you in the Quote (Articles 8.1 and 2.7).

III · Model withdrawal form

Attached to the contract pursuant to the last paragraph of Article L221-9 of the Consumer Code. Reproduction of the model set out in the annex to Article R221-1 of the same code; the word "consumer" there designates the Client.

MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract.)

To Sorva, 10 rue du Labech, 34630 Saint-Thibéry, France · contact@sorvatrade.com:

I/We () *hereby give notice that I/We* () withdraw from my/our () *contract of sale of the following goods* ()/for the provision of the following service (*),

Ordered on ()/*received on* (),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate.

Annex 9 · Information note · second-hand work equipment from third countries

Note provided and signed before any Mode C engagement concerning a second-hand machine, plant or work equipment from a country outside the European Union (Article 13.8 of the General Terms and Conditions). Sorva acts on these goods only in Mode C.

1. Second-hand machinery from a third country is legally new. Under European and French law, work equipment that has not actually been used in a Member State is considered new (Article R4311-1 of the Labour Code); second-hand equipment is equipment that has already actually been used in a Member State (Article R4311-2). An excavator, a forklift, a press or a compressor bought second-hand in China and introduced for the first time into the Union must therefore satisfy all the requirements applicable to new equipment: design, CE marking, EU declaration of conformity, instructions for use in French, technical file. From 20 January 2027, the requirements applicable to machinery are those of Regulation (EU) 2023/1230, Directive 2006/42/EC remaining applicable up to and including 19 January 2027.
2. Whoever draws up the EU declaration of conformity becomes responsible for it. The declaration is drawn up by the manufacturer or, in its absence, by the person who places the equipment on the Union market, who then assumes the role of the manufacturer: compiling the technical file, risk analysis, conformity assessment and product liability. The European Commission states this expressly in its 2022 Blue Guide (OJ C 247 of 29 June 2022): any person placing on the Union market second-hand products from a third country must assume the role of the manufacturer.
3. The "second-hand" certificate of conformity cannot be used. The certificate of conformity for second-hand work equipment provided for in Articles R4313-14 to R4313-16 of the Labour Code, which the person responsible for the transaction provides to the transferee on sale, lease, assignment or making available, is reserved for equipment already actually used in a Member State, the only equipment qualified as second-hand by Article R4311-2 of the same code. It cannot be drawn up for equipment from a third country.
4. Non-road mobile machinery has an additional requirement. Its engine must have obtained EU type-approval under Regulation (EU) 2016/1628 on engine emissions, unless it falls under an exclusion or derogation provided by that regulation. Failing that, the machine may not be placed on the market or put into service in the Union; depending on the case, it may be placed under a special customs procedure or re-exported, which is a matter for your customs representative. Interchangeable equipment (buckets, hammers, grabs) falls under CE marking pursuant to Article R4311-4 of the Labour Code, but not under the engine regulation.
5. What the law prohibits, and what this note does not do. Article L4311-3 of the Labour Code provides: "It is prohibited to display, offer for sale, sell, import, hire out, make available or transfer in any capacity whatsoever work equipment and means of protection that do not meet the technical rules of Chapter II and the certification procedures of

Chapter III." Breach of this prohibition is punishable, for any person other than the employer, by a fine of 3,750 euros and, on repeat offence, by one year's imprisonment and 9,000 euros (Article L4741-9), labour inspectors, customs officers, the DGCCRF and mining engineers being competent to establish it (Article L4311-6). Article L4311-5 further provides: "The buyer or lessee of work equipment or a means of protection that was delivered in conditions contrary to the provisions of Articles L. 4311-1 and L. 4311-3 may, notwithstanding any clause to the contrary, seek termination of the sale or lease within one year from the day of delivery. The court that orders this termination may award damages to the buyer or lessee." The General Terms and Conditions do not derogate from this action (Article 14.4). This note constitutes neither an authorisation nor a derogation from the prohibitions of Article L4311-3, which are matters of public policy and criminally sanctioned. No signature may derogate from them.

6. What Sorva does and does not do. Sorva does not buy, sell, import or place this equipment on the market. It acts solely in Mode C: identifying the seller, collecting documents, negotiating, coordinating. You buy, you pay the seller, you import under your own name and EORI number, you are the importer and the person responsible for placing it on the market and putting it into service. Sorva neither displays nor offers this equipment for sale: it does not draw up, distribute or relay any advertisement, product sheet, catalogue or offer of sale concerning it. Sorva does not present, quote for or introduce parties in relation to any second-hand work equipment from a third country whose file does not include, at a minimum: the manufacturer's technical documentation; proof of EU type-approval of the engine where required; and a compliance-upgrade quote drawn up by a competent body. Sorva declines the engagement where it appears, from the documents available, that compliance cannot be achieved, and terminates it without indemnity if this impossibility appears during the engagement, the fees for the steps completed remaining due (Article C1.4).
7. What you must do before ordering. Obtain from the seller the technical documentation, the manufacturer's declaration of conformity if one exists, proof of EU type-approval of the engine; have a competent body assess the feasibility and cost of achieving compliance; check your insurance conditions and the regulations applicable to your site; budget for the cost of duties, import VAT and transport of heavy machinery.
8. If you do not sign this note. The engagement does not begin. Failing signature within ten (10) Business Days of a written request from Sorva, the schedule is suspended under the conditions of Article 7.2; failing signature within thirty (30) days of a written formal notice, Sorva may end the engagement in writing and returns the sums paid within fifteen (15) days, after deducting only costs irrevocably incurred and evidenced, with no other indemnity on either side.

I acknowledge that I have read and understood this note and confirm my decision to proceed with the engagement in full knowledge of the facts.

Done on …………… · Client: company name, name, capacity, signature · For Sorva: name, capacity, signature

Annex 10 · Your obligations as importer

Note provided and signed with any Quote in Mode A delivered DAP, in Mode B and in Mode C (Articles 13.1, A3.3, B3.4 and C1.2 of the General Terms and Conditions).

Under the Mode of intervention you have chosen, you are the importer of the Goods into the European Union. As such, you are the responsible economic operator established in the Union:

- within the meaning of Article 4 of Regulation (EU) 2019/1020 for products falling under the list in its paragraph 5, which covers in particular machinery, toys, low-voltage electrical equipment, electromagnetic compatibility, radio equipment, personal protective equipment, gas appliances, construction products, pressure equipment, measuring and weighing instruments, pyrotechnic articles, outdoor equipment subject to noise requirements, ecodesign and the restriction of hazardous substances. *The reference in this list to Directive 2006/42/EC is to be read, from 20 January 2027, as referring to Regulation (EU) 2023/1230 on machinery.*
- within the meaning of Article 16 of Regulation (EU) 2023/988 on general product safety for all other consumer products covered by that regulation, in particular furniture, textiles, packaging and miscellaneous articles.

The Quote states, product by product, the applicable text.

These obligations arise from the law; they cannot be transferred to Sorva by contract, and Sorva cannot exercise them in your place. In practice:

1. Before shipment. You hold a valid EORI number, which you provide to Sorva; without it, nothing is dispatched. You designate, if you wish, a customs representative. You verify, with Sorva's documentary assistance, that the manufacturer has drawn up the technical documentation, the EU declaration of conformity where required, and affixed the required markings (CE and sector-specific markings).
2. On placing on the market. Your name, your company name or your registered trade mark, your postal address and your email address and, if different, the address of your single point of contact, appear on the Goods or, failing that, on their packaging or in an accompanying document. Instructions, warnings and safety information are drafted in French, in an easily understood form. You keep the technical documentation for ten (10) years from the placing on the market of each product, or for the period provided by the applicable sector-specific legislation where different, and keep it available to the authorities.
3. Customs and taxes. You declare the Goods at their actual value, under their exact classification and origin, and you are liable for import VAT as the actual consignee designated on the import declaration (Article 293 A of the General Tax Code). Since 1 January 2022, import VAT has been reverse-charged as of right on your VAT return (CA3), without prior authorisation and without a cash-flow advance (Article 1695, II, of the same code). In Mode A DAP, the customs value is in principle determined from the price invoiced by Sorva. In Mode B, Sorva's purchasing commission is excluded from the customs value by Article 72(e) of the Union Customs Code, provided it is shown separately on a commercial document; failing that, it remains included in the import VAT base. Sorva accepts no instruction seeking to understate a value, alter a description or conceal an origin (Article A3.4).
4. After the sale. You keep a register of complaints and incidents and a register of resale destinations enabling you to identify, within forty-eight hours, the recipients of the Goods; you inform the authorities and Sorva without delay of any risk presented by the Goods; you cooperate with corrective measures and recalls; you stop marketing at an authority's request. You designate in the Quote the safety contact point responsible for these operations.
5. Recycling and resale to consumers. You are the producer, within the meaning of Article L541-10 of the Environmental Code, under the extended producer responsibility schemes applicable to the Goods you import. The Quote states, family by family, the scheme adopted, the competent producer responsibility organisation and the unique identifier; the grid in Annex 3 sets out, scheme by scheme, the attribution rule. Sorva provides you with the elements necessary for your declarations. If you resell the Goods to consumers, it is for you to provide the sorting signage and consumer information incumbent on you, and to bear towards them the legal warranties owed by a professional seller to a consumer.
6. Documents provided with the Goods. Sorva requires from the manufacturer, before shipment and as a condition of it, the EU declaration of conformity listing all applicable Union acts, the test reports, the regulatory markings and labels, and the instructions, warnings, safety notices and warranty conditions in French, under the same conditions as in Mode A DDP (Article A8.5). It provides you with these documents together with the Goods. If a required document has not been obtained, Sorva informs you before shipment and you decide in writing on what is to follow within five (5) Business Days; failing a decision within this period, shipment is suspended and Article A7 applies.
7. Products subject to specific regulation. For machinery, electrical and radio equipment, toys, drones, products containing batteries, food-contact products and textiles, additional requirements apply; the Quote recalls them. For drones, registration of the operator, training of remote pilots and operating rules are your sole responsibility. You undertake not to modify the Goods in a way liable to affect their conformity; any substantial modification confers on you the status of manufacturer and ends Sorva's and the Supplier's warranties on the modified elements (Articles 13.2 and 13.6).
8. If you do not sign this note. Shipment does not take place (Articles A3.3 and B3.4). Failing signature within ten (10) Business Days of a written request from Sorva, the schedule is suspended under the conditions of Article 7.2; failing signature within thirty (30) days of a written formal notice, Sorva may terminate the Order in writing and returns

the sums paid within fifteen (15) days, after deducting only costs irrevocably incurred and evidenced, with no other indemnity on either side.

I acknowledge that I have received this note, understood my status as importer and responsible economic operator, and that I have the means to fulfil these obligations or to entrust them to an authorised professional.

Done on …………… · Client: company name, name, capacity, signature · For Sorva: name, capacity, signature

Annex 11 · Procedure applicable to Orders solicited or concluded off Sorva's premises

This annex is an internal procedure binding on Sorva, its employees and the independent business introducers who present it. It creates no obligation on the Client. It is published because it constitutes Sorva's commitment as to how it obtains consent off its premises, and because failure to comply with it is sanctioned by nullity of the contract and by criminal penalties.

Scope. Any Order solicited or concluded away from Sorva's premises: at the Client's premises, on a site, at a trade show, at any other location, including where a business introducer met the Client and acceptance then takes place remotely. Where the Client employs five employees or fewer and the subject matter of the Order does not fall within the field of its main activity, the regime of Article 22 applies as of right, and neither Sorva nor the Client may waive it in advance. In case of serious doubt, the protective regime is applied (Article 22.2).

Step 1 · Qualify before quoting. Complete block 4 of the Quote: the Client's headcount, the relationship between the subject matter of the Order and its main activity. The criterion is the subject matter of the contract by reference to the main activity, not the usefulness of the good for the activity: dining-room furniture ordered by a restaurateur, a photocopier ordered by an accounting firm, a utility vehicle ordered by a hairdresser do not fall within the field of the main activity.

Step 2 · Provide the pre-contractual information BEFORE signature. Send the Client, on a Durable Medium, the complete Annex 8 and the General Terms and Conditions, and keep proof of this sending and its date. No signature may be taken on the same day if the information has not first been provided.

Step 3 · Obtain express agreement to the Durable Medium. Have the express agreement box in block 9 of the Quote ticked before the signature is affixed. The signature platform is configured so that signature is impossible unless this box is ticked or the paper mode is chosen. Failing a ticked box, a paper copy signed by both Parties is sent by registered letter within three (3) Business Days of conclusion.

Step 4 · Attach the withdrawal form. The model form in part III of Annex 8 is attached to the contract, in detachable form on paper or as a separate file on a Durable Medium. It is neither reworded, nor summarised, nor incorporated into the body of another document.

Step 5 · Notify the date of conclusion. The acknowledgement of receipt under Article 4.2 states the date of conclusion of the contract and the date from which a payment may be received, which is the eighth day following conclusion. Both dates are repeated on the invoice or the call for funds.

Step 6 · Collect nothing before the term. No payment, no deposit, no cheque, no bank imprint, no consideration of any kind whatsoever may be requested or accepted before the expiry of the seven (7) day period from conclusion of the contract. The Quote contains no dated request for payment. No order is placed with the Supplier before this term and before encashment (Article 22.2).

Step 7 · Handle withdrawal. During the fourteen (14) days, the "withdraw from the contract here" function remains accessible at sorvatrade.com/retractation, and any unambiguous statement, through any channel, is treated as a valid withdrawal. Sorva acknowledges receipt on a Durable Medium and refunds within fourteen (14) days, including delivery costs.

What is never done. Presenting as personalised a standard product chosen from a catalogue, even from among options, sizes, finishes or colours. Having a waiver of the right of withdrawal signed. Having the Validation Sheet signed instead of the Quote to establish the personalised nature. Collecting money "to lock in the price" before the eighth day.

Annex 12 · Model Supplier Presentation Sheet

SUPPLIER PRESENTATION SHEET No. …………… · date: …… / …… / ……… Issued by Sorva · Client: …………………………………… · File reference: …………………… Mode of intervention: □ A □ B □ C □ D

1. Supplier presented: company name, country, city, nature of the activity, capacity, known certifications, operational contact.
2. Products targeted, listed exhaustively (Article 1): ……………………………………………………………………………………………………… No other product falls within the scope of Article 11.
3. Work carried out by Sorva on this Supplier: identification, qualification, visit, quotation, negotiation, sampling, documentary review (tick and date).
4. Mandatory statement: "Supplier presented by Sorva on …… / …… / ……… · confidential information protected under Articles 10 and 11 of the General Terms and Conditions and trade secrecy (Articles L151-1 et seq. of the Commercial Code)."
5. Client's undertaking: "I acknowledge having received this Presentation Sheet on the above date. I undertake to keep the information it contains confidential under the conditions of Article 10 of Sorva's General Terms and Conditions of Sale and Services · Professionals, edition of 17 September 2026, a copy of which I have received, and I acknowledge that Articles 10 and 11 apply from this date, including before acceptance of a Quote."

Date and signature of the Client: ……………………………………

Annex 13 · Purchasing mandate (Mode B) · minimum particulars

A model purchasing mandate conforming to this annex is provided with any Quote falling under Mode B; it constitutes the Special Conditions of the Order within the meaning of Article 2.7.

Annex 14 · Personal data processing agreement (Article 17.5)

This annex constitutes the contract required by paragraph 3 of Article 28 of Regulation (EU) 2016/679 where, in performing an Order, Sorva processes personal data on behalf of the Client. The Client is then the controller and Sorva the processor.

1. Subject matter, duration, nature and purpose. Sorva processes the data solely for performance of the Order: sourcing and manufacturing follow-up, shipment and delivery, complaint and after-sales follow-up, invoicing. The processing lasts for the duration of the Order and of the obligations that survive it.
2. Data and data subjects. Identity, role and professional contact data, delivery addresses, content of exchanges relating to the Order. Data subjects: the Client's contacts, the Client's end customers, recipients of deliveries.
3. Sorva's obligations. Sorva processes the data only on the Client's documented instructions, including for transfers outside the European Union, and informs it without delay if an instruction appears to it to be contrary to the regulations; ensures that persons authorised to process the data undertake to respect their confidentiality; implements the security measures in point 7; assists the Client, through appropriate technical and organisational measures, in responding to requests to exercise data subjects' rights, forwarding to it any request received within three (3) Business Days without responding to it itself; assists it in ensuring compliance with the obligations under Articles 32 to 36 of the regulation, taking into account the nature of the processing and the information available to it; notifies it of any personal data breach under the conditions of Article 17.6; makes available to it the information necessary to demonstrate compliance with the obligations under this contract and allows audits to be carried out, including inspections, by the Client or an auditor mandated by it, on fifteen (15) days' notice, no more than once a year except in case of a personal data breach, in compliance with Sorva's trade secrecy and Article 10.
4. Fate of the data. At the end of the Order, Sorva returns to the Client the data processed on its behalf or erases it, at the Client's choice notified in writing, within thirty (30) days, and destroys existing copies, except for retention re-

quired by a legal obligation, in particular the archiving provided for in Article 18.3 and accounting obligations; data thus retained is not subject to any further processing.

5. Sub-processors. The Client authorises Sorva to use the following sub-processors: Guangzhou Sorva Business Consulting Co., Ltd. (Guangzhou, People's Republic of China), for sourcing, negotiation, manufacturing follow-up and quality control; the hosting, electronic signature, messaging and invoicing providers designated in the privacy policy published at sorvatrade.com/confidentialite. Sorva informs the Client in writing of any addition or replacement of a sub-processor; the Client may object in writing, for a legitimate reason, within ten (10) Business Days of this information, Article 16.4 then applying. Sorva imposes on each sub-processor, by written contract, the same obligations as those under this contract and remains fully liable to the Client for the performance of its obligations.
6. Transfers outside the European Union. The transfer to the Guangzhou subsidiary is governed by the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021, supplemented by the additional measures identified by the transfer impact assessment, under the conditions of Article 17.2; the Client obtains a copy on written request. No other transfer outside the European Union is carried out without the Client's written instruction, subject to Article 17.2 for data strictly necessary for a direct shipment.
7. Security measures. Sorva implements at least the following measures: named and logged access control; multi-factor authentication on messaging, signature and storage accounts; encryption of exchanges and media; regular, tested backups; minimisation of data transmitted to Suppliers (Article 17.2); awareness training for authorised persons; incident management procedure; annual review of access rights. The detailed list of measures is provided to the Client on written request.
8. Register and cooperation. Sorva keeps the register of categories of processing activities carried out on the Client's behalf required by paragraph 2 of Article 30 of the regulation, cooperates with the French Data Protection Authority (CNIL) at its request and informs the Client of this.
9. Coordination. This contract prevails, for the processing it governs, over any contrary stipulation of these terms; it limits neither Sorva's own obligations as controller of its own data (Articles 17.1 to 17.4), nor the rights of data subjects.

Successive editions

- June 2026 edition · general terms and conditions for the provision of services, professionals, brokerage mode only · replaced for Orders formed from 11 September 2026; it continues to govern Orders and engagements in progress under the conditions of Article 2.4. Downloadable at sorvatrade.com/conditions.
- Edition of 11 September 2026 · complete overhaul (four modes of intervention, small-business regime, ten annexes) · withdrawn on 12 September 2026, before any Order, following a joint review; no Order refers to it. Downloadable at the same address.
- Edition of 12 September 2026 · Mode B architecture as a transparent mandate, liability caps raised and restitutions outside the cap, personal data regime completed, off-premises procedure, fourteen annexes (delivery inspection and reservations, Validation Sheet, roles and schemes by mode, particulars for quotes, contracts and invoices, table of texts referred to, tolerances and measurement protocol, VAT regimes and invoice particulars, pre-contractual information and withdrawal form, second-hand work equipment from third countries, importer's obligations, off-premises procedure, Presentation Sheet, purchasing mandate, personal data processing agreement). Superseded by the edition of 17 September 2026; it continues to govern Orders and engagements formed under it under the conditions of Article 2.4. Downloadable at sorvatrade.com/conditions.
- Edition of 17 September 2026 · edition in force: opening of the services shop at displayed prices (Article 23), marketing through a third-party booking platform (Article 24), individual Services in the online catalogue and the travel rule (Article D5), regulatory and feasibility studies (Article D6), recurring engagements under Mode D (Article D7), milestone packages (Article D8), bank card payment accepted for those Orders alone (Articles 8.4 and 23.4), displayed prices, launch price and composition discounts (Article 6.3), contractual value of the shop pages (Article 2.6), activation of the transitional variant of the insurance regime (Article 14.8).

Editions are identified by their date and are not numbered. The accepted edition is identified by its date and by the digital fingerprint of the file attached to the Quote, archived with the signature log.

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