

# Waresito

## GENERAL TERMS AND CONDITIONS FOR CLIENTS

**WARESITO**, Simplified Joint-Stock Company JESTOCKE.COM  
Registered with the Bordeaux Trade and Companies Register (RCS) under number 790 969 729,  
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### ARTICLE 1: PREAMBLE

1.1. The company WARESITO (hereinafter referred to as "WARESITO") is an expert in the storage, logistics, and software market. WARESITO allows the Client to reserve one or more storage spaces in a facility or to order logistical services from Providers through its intermediary. To this end, WARESITO calls upon Providers selected for their expertise in the requested services. WARESITO provides an interface for its Clients and Providers to manage their outsourced logistics.

1.2. The Client is a Professional and declares to act within the framework of its activity. The Client is solely responsible for complying with the laws and regulations applicable to its activity, including any legal notices that may be required. The Contract does not have the effect, even implicitly or partially, of transferring to WARESITO the present and future obligations of the Client related to its professional activity. Consequently, the Client cannot, under any circumstances, seek the responsibility or guarantee of WARESITO in this regard.

The signatory of these presents attests to being authorized to engage the Client.

1.3. In addition to these General Terms and Conditions for Clients, the relations between the Parties are governed by the "General Terms of Use and Sale of the WARESITO Interface," which the Client declares to have read and accepted beforehand.

1.4. These General Terms and the final Order Form together constitute the Contract and form an inseparable whole.

1.5. The Contract represents the entirety of the Parties' obligations. It cancels and replaces any prior written or verbal agreements related to the subject of the Contract.

Terms starting with a capital letter are defined in Article 2 of these General Terms and Conditions for Clients.

### ARTICLE 2: DEFINITIONS

The terms used in these General Terms and Conditions for Clients starting with a capital letter will have the meaning defined in this article, whether the defined term is used in the singular or plural:

- **Goods or merchandise:** Refers to the movable elements subject to the Services, the list of which is provided by the Client in its Request and validated by the Provider in its Commercial Proposal.
- **Order Form:** Refers to the formalization of the specific terms of the Contract resulting from the Client's Request and the Client's acceptance of the Quote.
- **Delivery/Receipt Note:** Refers to the document issued by the Provider detailing the completed Services. This document includes the quantity of Goods or merchandise received; the description of the Goods or merchandise, packaging, receipt, and shipment date; and the names of the Client and the Provider.
- **Client:** Refers to the Professional wishing to benefit from the Services within the scope of its professional activity.
- **General Terms and Conditions for Clients:** Refers to these general conditions, which constitute a binding agreement between the Client and WARESITO.
- **General Terms of Use and Sale of the WARESITO Interface:** Refers to the terms and conditions under which the Client may use the Interface. The Client's use of the Interface is subject to prior acceptance of these terms and conditions.
- **Accounts and Services:** Refers to the user account that allows Clients and Providers to access the Interface and services offered by the Interface.
- **Contract:** Refers to these General Terms and Conditions, as well as the final Order Form issued by the Client.
- **Declaration of Goods or Merchandise:** Refers to the declaration completed by the Client presenting the type and quantity of Goods or merchandise subject to the service, the risk to be covered, and the value to be insured.

- **Request:** Refers to the written summary of the needs of a Client wishing to benefit from storage services and/or logistical services.
- **Quote:** Refers to the written document in which WARESITO offers the Client a price for the requested Services and a variable service fee.
- **Storage Space:** Refers to the space made available to Clients for storing Goods or Merchandise, located in mainland France.
- **Provider:** Refers to the professional service provider who owns storage spaces and/or is responsible for logistical services.
- **Confidential Information:** Refers to all methods, standards, procedures, techniques, and industrial, financial, or commercial information, of any nature and on any medium, transmitted by one of the Parties to the other during the negotiation and execution of the Contract.
- **Interface:** Refers to a SaaS platform provided free or for a fee by WARESITO to Clients and Providers who have access to the accounts and services to manage the Services directly.
- **Mandate:** Refers to the legal qualification of the nature of the Contract between WARESITO and the Client, governed by Articles 1984 and following of the Civil Code.
- **Party(ies):** Refers individually or collectively to WARESITO and the Client.
- **Logistical Service:** Refers to the provision of logistical services (transport, picking, packing, recycling, order preparation, etc.) by a Provider.
- **Storage Service:** Refers to the provision of storage spaces by a Provider.
- **Service(s):** Refers individually or collectively to the storage and logistical Services provided by a Provider.
- **Indicative Price:** Refers to the price of the Service as estimated by the Client when submitting their Request.
- **Final Price:** Refers to the price of the Service actually provided.
- **Professional:** Refers to a legal entity registered with the Trade and Companies Register or the Trades Directory and acting for purposes within its commercial, industrial, artisanal, liberal, or agricultural activity, including when acting on behalf of another professional.
- **Commercial Proposal:** Refers to the document issued by the Provider to WARESITO summarizing the elements of the Client's Request and the Provider's specific pricing and contractual terms.
- **Activity Report:** Refers to the list of all Services provided by the Provider to the Client.
- **Website:** Refers to the WARESITO website available at <https://waresito.com>.

### **ARTICLE 3: OBJECT**

3.1. These General Terms and Conditions for Clients aim to define the nature, conditions, and compensation under which the Client entrusts WARESITO, which accepts, with the responsibility, as an independent agent and on a permanent basis during the duration of the Contract, to proceed in the name and on behalf of the Client within the territory of mainland France:

- (i) To search for one or more Providers for the purpose of performing the Services,
- (ii) To transmit the Client's Request to the Provider,
- (iii) To accept the Provider's Commercial Proposal under the conditions set out in Article 5 of these terms,
- (iv) To pay the Provider under the conditions set out in Article 9 of these terms.

3.2. The Client acknowledges and accepts that WARESITO:

- Executes the final Order Form in the name and on behalf of the Client as the Client's agent,
- Concludes the final Order Form in its name on behalf of the Provider as the Provider's commission agent.

3.3. WARESITO declares that it has the necessary means, expertise, and organization to fulfill the Mandate and its role as a commission agent.

### **ARTICLE 4: OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES IN THE EXECUTION OF THE MANDATE**

The Mandate is limited to providing the tasks listed in Article 3.1 of these terms.

#### **4.1. Obligations and Responsibilities of WARESITO**

4.1.1. Under the Mandate, WARESITO commits, under a duty of care:

- (i) To execute the Mandate with the utmost care and professionalism,
- (ii) To comply with all applicable regulations relating to or affecting the execution of the Mandate and its obligations to the Client,
- (iii) To keep the Client informed at all times of any difficulties encountered in the execution of the Mandate and generally of any events likely to affect the execution of the Contract,

- (iv) To obtain from the Provider, at the Client's request, the documents referred to in Article D.8222-5 of the Labor Code to enable the Client to comply with its legal obligations:
  - A certificate of social security declarations and payment of contributions as provided in Article L.243-15 of the Social Security Code;
  - An extract of registration with the Trade and Companies Register (RCS).

4.1.2. The Client is informed and accepts that the Provider retains the possibility, for the same Service, to submit Commercial Proposals to different Clients. Therefore, WARESITO cannot be held liable in any way to the Client, who consents to this and, if necessary, waives any claim against WARESITO in case of delay or unavailability of the Provider's Services on the date of receipt of the Client's initial Order Form. In such a case, WARESITO commits to making its best efforts to provide the Client with new Commercial Proposals.

4.1.3. Any claims by the Client for damages in case of non-performance, poor performance, or delay in the execution of the Mandate by WARESITO are excluded, except in the case of gross or willful misconduct by WARESITO. In all cases, WARESITO cannot be held liable for any indirect, incidental, consequential, or non-consequential damages, such as, but not limited to, loss of profit, loss of turnover, loss of margin, loss of opportunity, harm to reputation, loss of revenue, or anticipated savings, suffered by the Client or any third party. If WARESITO's Civil Liability is invoked, it will be capped at one month of gross turnover.

4.1.4. As an independent professional, WARESITO will bear alone all charges, rights, taxes, fees, and expenses inherent to its activity under the execution of the Mandate, such as secretarial, telephone, postal, and other social or tax charges.

## **4.2. Obligations and Responsibilities of the Client**

4.2.1. In return for WARESITO's fulfillment of the obligations set out in Article 4.1 of these terms, the Client commits to:

- (i) Provide WARESITO with all documents, elements, data, and information necessary for processing its Request and performing the Service, including, but not limited to, information related to transportation, packaging, conditioning, weight, preservation, and storage of Goods and merchandise. In the absence of such data, WARESITO cannot be held responsible for missing information, and the Request process may be interrupted. WARESITO will be relieved of any responsibility for Requests that are refused or processed late as a result,
- (ii) Pay WARESITO the agreed-upon price as set out in Article 9 of these terms. WARESITO will collect the full price of the Services in its name and on behalf of the Provider,
- (iii) Immediately inform WARESITO in case of difficulty in executing the Contract.

4.2.2. The Client commits to executing the Contract with the utmost care and professionalism. The Client commits to complying with all applicable regulations relating to or affecting the execution of the Contract and its obligations to WARESITO. If applicable, the Client must ensure that all required licenses, permits, or authorizations are maintained in force by any authority in France, particularly concerning the Goods or merchandise subject to the Contract. The Contract is concluded at the sole risk, peril, and expense of the Client.

4.2.3. The Client is informed that the Provider may refuse the Goods or merchandise in case of inaccurate or incomplete indications provided during the Request or in the case of excluded Goods or merchandise as referred to in Article 6 of these terms.

4.2.4. The Client agrees not to contract directly with the Provider and commits to automatically going through WARESITO in case of additional Services or new Requests during the execution of the Contract.

4.2.5. When the Client transports and delivers the stored Goods or merchandise without using WARESITO's services, the Client will solely bear the responsibility for choosing carriers, negotiating rates with them, and tracking shipments. These operations, including loading, securing, and unloading of Goods or merchandise, are carried out under the sole responsibility of the Client and its transportation providers. The Client's responsibility ends after unloading and acknowledgment of Goods and merchandise without reservation on the Delivery Note and signing of the waybill without reservation by the Provider, which serves as proof of the end of transportation. The Client commits to keeping the Delivery Note and providing it to WARESITO upon request. In the absence of such provision, WARESITO cannot intervene in case of a claim by the Client or the Provider.

4.2.6. The Client commits to complying with all the Provider's rules attached to the Quote, including but not limited to security protocols, access rules, and building and annex health regulations.

4.2.7. The Client commits to fully and promptly delivering the Goods or merchandise to the Provider responsible for performing the Services. In case of delivery difficulties (delays), the Client informs WARESITO.

4.2.8. The Client is solely responsible for the removal of Goods or merchandise from the Storage Space when the Contract ends, as well as the associated waste. The Provider is not responsible in this regard unless otherwise stated in the Quote. Otherwise, the costs of removal, destruction, and processing will be charged to the Client.

4.2.9. The Client guarantees WARESITO against all complaints, claims, actions, and/or demands that WARESITO may suffer due to the Client or one of its substitutes violating any of its obligations or guarantees under the Contract. The Client commits to indemnifying WARESITO for any damage it may suffer and reimbursing all costs, charges, and/or penalties it may have to bear as a result.

4.2.10. As an independent professional, the Client will bear alone (without any reimbursement from WARESITO) all charges, rights, taxes, fees, and expenses inherent to its activity under the execution of the Contract, such as, but not limited to, transportation costs, meals, secretarial, telephone, postal, and other social or tax charges.

4.2.11. The Client is and remains an independent professional. It is free to conduct its business with the assistance of any provider of its choice. The Client commits to ensuring that any providers it engages are fully informed of the Client's obligations under this Contract. The Client remains solely responsible to WARESITO for the providers it engages.

#### **ARTICLE 5: TERMS OF EXECUTION OF THE MANDATE**

Before the conclusion of a Contract, the following process must be followed:

- Definition of the Client's needs and Service Request.
- Summary of the Request by WARESITO and confirmation by the Client.
- Proposal from WARESITO: the Quote.
- Validation of the Quote by the Client.
- Issuance of an initial Order Form by the Client.
- Confirmation by WARESITO of the availability of the Services.
- Issuance of a final Order Form by the Client.

The Client explicitly acknowledges and agrees that the data collected and validated by email by WARESITO serves as proof of the requested Services under these terms, and that the Delivery Note and the report provided by the Provider to WARESITO serve as proof of the Services performed, constituting the primary mode of evidence accepted between the parties.

**5.1. Definition of the Client's Needs and Service Request** The Client submits a Service Request by filling out the form available on the Website or by phone or email, using the contact details provided at the beginning of these terms, after having read the General Terms and Conditions provided by WARESITO. Any Request must include the Client's information (email address, company name, registered office address, RCS number) and all the necessary details to allow WARESITO to determine its needs, including but not limited to:

- The type of Service requested,
- The type of storage required in case of a Storage Service,
- The details of the desired logistical Services,
- The details of the Goods or merchandise subject to the Service,
- The location where the Service is to be performed,
- The period and/or dates for the Service to be performed,
- The required insurance conditions and/or the valuation of the Goods or merchandise.

WARESITO and the Provider cannot be held responsible for incomplete or incorrect Requests submitted by the Client.

Any modifications made after the Request (addition of Services not provided for in the final Order Form) must be communicated by the Client to WARESITO by email, with the Client committing to ensuring that the information provided is always up to date and accurate.

**5.2. Summary and Confirmation of the Request** WARESITO sends the Client a summary of the Request by email to the address provided by the Client during the Request process. The Client confirms or modifies the initial Request as necessary by replying to the email.

**5.3. Proposal - Selection of Quotes** After reviewing the Request confirmed by the Client, WARESITO proposes one or more Quotes to the Client based on Commercial Proposals received from Providers capable of meeting its needs. The Quotes include detailed characteristics of the Services offered by the Provider, as well as the Provider's specific pricing and contractual terms. The number of Quotes presented to the Client varies depending on the availability of Storage Spaces or logistical Services offered by the Provider, and the conformity of said Storage Spaces or logistical Services to the characteristics of the Request. Unless otherwise agreed in writing between the Parties, the Client has one (1) month from the date of issuance of a Quote to validate it. Validation is done by email.

**5.4. Initial Order Form** The email validating the Quote constitutes an initial Order Form from the Client. WARESITO acknowledges receipt of the Client's initial Order Form and confirms the Services by return email, subject to the availability of the Provider's Services on the date of receipt of the Client's initial Order Form.

Any initial Order Form implies full and complete acceptance of these terms. Any acceptance with reservations is considered null and void.

In case of modification of the initial Services covered by the initial Order Form or new Requests, one or more new Quote(s) will be issued.

**5.5. Final Order Form** When WARESITO confirms the availability of the Services to the Client, a new Order Form must be issued by the Client. The terms of the final Order Form take precedence over those of the initial Order Form. The Parties agree that the Quote and the final Order Form only present an indicative Price calculated based on the information provided by the Client in support of its Request and the Quote accepted by the Client. The actual price of the Service will be established in accordance with the terms of Article 9 of these terms.

#### **ARTICLE 6: EXCLUDED GOODS OR MERCHANDISE**

The Client expressly acknowledges being informed and agrees that the following Goods or merchandise are excluded from the Services:

- All goods that, by their nature and/or packaging, may pose a danger to fauna or flora or an environmental risk.
- Goods with a UN number.
- Explosives or devices intended to explode, including by modifying the structure of the atomic nucleus, fuels, including nuclear, products or radioactive waste.
- Goods that are inherently dangerous or illegal or may pose a risk to public health, such as, but not limited to, pharmaceutical, chemical, phytopharmaceutical products, tobacco, firearms, toxic and infectious products, drugs, syringes, open liquid products, fireworks, firecrackers, distress flares, tear gas, fertilizers, herbicides, pesticides, insecticides, bleach, poison, aerosol, lithium batteries, asbestos, mercury, flammable liquids such as fuel, thinner, solvent, any kind of waste, wet packages, or emitting any odor.
- Goods whose transport and/or possession and/or offering and/or transfer and/or acquisition and/or use are prohibited by law.
- Goods subject to ADR regulations.
- Household or commercial waste of any kind and any category, and more generally, any substance or object that the Client discards or intends or is required to discard on its behalf or on behalf of third parties.
- Goods whose sending and/or receiving is illegal due to the quality of the sender and/or recipient, such as (tobacco, alcohol to minors, healthcare products requiring a prescription, etc.) and without this list being exhaustive, goods whose possession and/or offering and/or transfer and/or acquisition and/or use by a specific person is prohibited by law, regulation, or contract.
- Goods whose transport or possession can only be carried out by a regulated profession or which involve the possession of specific documents, such as, but not limited to, jewelry, watches, precious stones and metals, currencies, banknotes, financial securities, bearer payment instruments, and in particular commercial papers, gift vouchers, phone cards or equivalents, as well as any document subject to the legislation on the transport of funds and allowing for fungible payment, or any means of payment such as a credit card.
- Animals as well as living or deceased human beings, including any part of their bodies and/or organs and/or products derived from the body (blood, urine, etc.) or any products of human origin or biosynthesis derived directly from products of human origin intended for therapeutic or diagnostic operations on human beings.
- Any goods containing personal data contrary to the provisions of Law No. 78-17 of January 6, 1978, as amended ("Informatique et Libertés") and Regulation 2016/679 of the European Parliament and Council of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data.
- Goods containing asbestos or lead or any other material dangerous to human health.
- Goods that may constitute counterfeits and goods under embargo.

The Client guarantees WARESITO against any damage resulting from the non-compliance with the essential provisions of this article.

#### **ARTICLE 7: INSURANCE**

**7.1.** The Client is informed that WARESITO does not subscribe to any insurance on behalf of the Client. When issuing the Order Form, the Client must choose between taking out insurance with a company of their choice or subscribing to the Provider's insurance if offered.

**7.2. Option 1: The Client takes out insurance with a company of their choice.**

In this case, the Client agrees to take out and maintain at their own expense, during the term of the Contract, insurance policies covering their civil liability and damages to Goods or merchandise against all risks, including fire, explosion, theft, water damage, electrical risks, damages caused to third parties, and risks inherent to the occupation of the storage space. The insurance policy must include a waiver of recourse against WARESITO, the Provider, and the owner of the storage space (if distinct from the Provider). The Client must provide WARESITO with insurance certificates upon request, along with copies of the insurance contracts and proof of premium payments.

WARESITO cannot be held responsible for the coverage provided by the Client's insurance policy for the Goods or merchandise, regardless of the service provided by the Provider.

**7.3. Option 2: The Client subscribes to the Provider's insurance policy, if offered.**

If the Provider offers insurance, the Client can subscribe to the Provider's insurance policy. The Client must notify WARESITO of this

subscription request and provide details about the Goods or merchandise to be covered. This subscription will be subject to a specific price and proposal from the Provider. WARESITO cannot be held responsible for the Client's declarations.

## **ARTICLE 8: DURATION**

**8.1.** The Contract will take effect between the Parties on the date of issuance of the final Order Form by the Client and will retroactively apply from the date of the Client's Service Request. It will continue for a determined period corresponding to the duration of the Services, including any renewal periods.

**8.2.** In the event of termination of the Contract for any reason, the Client must immediately and fully vacate the storage space occupied by the Goods or merchandise provided by the Provider as part of the Services. The Client must pay the full Price for any Service that has begun. If the Client fails to remove the Goods or merchandise, they will be liable for a penalty equal to the average Price of the Service for the three (3) months preceding the termination of the Contract, plus late interest calculated at the legal interest rate plus three (3) points, without prejudice to any damages that WARESITO and/or the Provider may suffer.

## **ARTICLE 9: FINANCIAL TERMS**

### **9.1. Price**

The final Price of the Service(s) is calculated based on the Services actually performed by the Provider and used by the Client, according to the pricing presented in the Quote and accepted in the final Order Form. The Price does not include duties, taxes, fees, and charges required by any applicable fiscal or customs regulations. Unless otherwise stated, the Price is expressed in Euros and exclusive of taxes.

### **9.2. Price Revision**

It is agreed between the Parties that on each anniversary date of the Contract's effective date and/or in case of Contract renewal, the Price of the Services may be revised by WARESITO based on the pricing changes decided by the Provider to reflect the increase or decrease in their costs. In case of a Price revision, the Provider will issue a new Commercial Proposal, resulting in a new Quote. The new Quote will then be submitted to the Client by WARESITO in writing (including by email) 45 (forty-five) days before the new Price takes effect. The Client expressly acknowledges and accepts that if they refuse the new Price within the given timeframe, they must terminate their Contract(s) early in accordance with the provisions of Article 15, with the consequences outlined in Article 8 of these terms. The Client waives any recourse against WARESITO in this regard. This termination takes effect at the end of the current month. In the absence of Contract termination by the Client within the given timeframe by WARESITO, the new Price will automatically apply from the first invoice to be issued.

### **9.3. Invoicing and Payment Terms**

The Client must provide WARESITO, in the client file associated with the Contract:

- The identification details of their company (Kbis, statutes, and tax returns);
- Bank information for SEPA direct debit payment.

Upon validating the Quote, the Client may be required to pay a deposit equal to 50% of the total VAT-inclusive amount provided in the final Order Form. The deposit amount will be deducted from the total VAT-inclusive amount payable upon issuance of monthly invoices. Invoicing is done monthly based on the Services actually performed and communicated by the Provider in the Delivery Note and Activity Report. Invoices are sent electronically to the email address provided by the Client during their Request. The Client has five (5) business days upon receipt to dispute the invoice with WARESITO by any useful means.

Payment of Service invoices (excluding transportation) will be made by bank transfer or direct debit within thirty (30) days from the end of the month following the invoice date. Transportation Services will be invoiced separately and payable upon receipt. Any services not provided for in the quote but necessary for managing the Client's case will be invoiced.

### **9.4. Late Payment and Payment Issues**

Without prejudice to the application of the Termination Clause, any late payment of any amount due upon its maturity will automatically and immediately result in:

- The immediate demand for the full Price of the Service until the end of the Contract and the immediate suspension of ongoing Services until full payment of all amounts due by the Client.
- The Client's failure to pay an invoice on its due date will result in the application of late interest at a rate of three (3) times the legal interest rate, automatically due from the day following the due date, and a fixed recovery fee of forty (40) Euros, without prejudice to WARESITO's right to reimbursement of any collection costs exceeding this amount upon presentation of supporting documents.

Moreover, in the event of non-payment by the Client of the amounts due on the due date, WARESITO reserves the right to suspend the Client's access to its Accounts and Services provided by the WARESITO Interface after a notice to pay sent by registered letter with acknowledgment of receipt or by email remains ineffective. The Parties agree that the suspension of Accounts and Services will result in the immediate demand for all amounts invoiced by WARESITO to the Client. Only full payment of the amounts due by the Client to WARESITO will allow the Client to regain access to its Accounts and Services.

#### **9.5. Cancellation of the Order Form**

In case of cancellation of the initial Order Form by the Client, a penalty equivalent to 20% of the VAT-exclusive amount of the Service in the accepted Quote will be applied. In case of cancellation of the final Order Form by the Client, a penalty equivalent to 100% of the VAT-exclusive amount of the first month of the Service in the accepted Quote will be applied.

### **ARTICLE 10: RIGHT OF RETENTION AND LIEN**

#### **10.1. Right of Retention**

The Client is informed that the Provider holds a right of retention over the stored Goods or merchandise as a guarantee. In case of non-payment by the Client, the Provider will retain the Goods or merchandise until the full payment of the Price by the Client. The Parties agree that, in this case, the Provider will act as an agent on behalf of WARESITO.

#### **10.2. Contractual Lien**

To guarantee the payment of the Service, the Provider may at any time convert its right of retention into a lien, in accordance with Articles 2333 and following of the Civil Code, over the Goods or merchandise held by the Provider. The Goods or merchandise pledged will be kept, by mutual agreement between the Parties, at the Provider's premises. The Client already releases WARESITO from any liability, and the pledged Goods or merchandise will remain at the Client's risk throughout the lien period.

If WARESITO's claim on behalf of the Provider is not paid by the due date, the Provider may exercise all its rights as a lienholder, including:

- Proceeding with the public sale of the pledged Goods or merchandise eight days after a simple notification to the Client, in accordance with Article 2346 of the Civil Code;
- Requesting judicial assignment of the lien in accordance with Article 2347 of the Civil Code;
- Automatically becoming the owner of the pledged Goods or merchandise. In this case, WARESITO, on behalf of the Provider, will inform the Client by registered letter with acknowledgment of receipt. The transfer of ownership will occur on the date the Provider exercises this option, i.e., on the day the registered letter is issued.

If the value of the pledged Goods or merchandise exceeds the amount owed for the Service, the difference will be refunded to the Client by WARESITO. If the value of the pledged Goods or merchandise is disputed, the Parties agree to appoint an expert, at the Client's expense, to determine the value on the date of the transfer of ownership.

### **ARTICLE 11: CONFIDENTIALITY**

**11.1.** Each Party agrees to (i) keep confidential all Confidential Information received from the other Party during the negotiation and execution of the General Terms and the Contract, exercising at least the same level of care as it does for its own Confidential Information; (ii) not disclose the Confidential Information of the other Party to any third party, except to employees or agents who need to know it; and (iii) use the Confidential Information of the other Party only to exercise its rights and fulfill its obligations under the Contract.

**11.2.** Notwithstanding the above, neither Party will have any obligation concerning information that (i) becomes public without fault of the receiving Party, (ii) is independently developed by the receiving Party, (iii) was known by the receiving Party before it was disclosed by the other Party, (iv) is lawfully received from a third party not bound by a confidentiality obligation, or (v) must be disclosed due to the failure of one of the Parties, under law or by court order (in which case it should be disclosed only to the extent required and after notifying the Party providing the information).

**11.3.** The obligations of the Parties concerning Confidential Information will remain in effect for the duration of the Contract and as long as the information remains confidential for the disclosing Party, and in any case, for five (5) years after the termination date of the Contract.

**11.4.** The Parties also agree to ensure that their personnel and any third parties comply with these confidentiality obligations.

### **ARTICLE 12: PERSONAL DATA**

WARESITO and the Client agree to comply with and ensure that Providers comply with the regulations in force applicable to the processing of personal data, including Law No. 78-17 of January 6, 1978, as amended (the "Informatique et Libertés" law) and Regulation (EU) 2016/679 of April 27, 2016 (the "General Data Protection Regulation" or "GDPR"). In the context of executing the Contract, and solely for

the purpose of performing the Service, WARESITO and Providers are authorized to process, on behalf of the Client, the personal data necessary for the performance of the Service ("Personal Data"). Under the above-mentioned processing of Personal Data, WARESITO is a processor on behalf of the Client, who is the controller within the meaning of the "Informatique et Libertés" law and GDPR. The Client expressly accepts that the Provider acts as a sub-processor for WARESITO.

#### **12.1. Description of Personal Data Processing**

WARESITO is authorized to process the Personal Data necessary for the execution of the Contract:

- **Nature of operations performed on Personal Data:** Performing the Services described in the Quote and final Order Form;
- **Purpose of processing:** Execution of the Service;
- **Personal Data processed:** Name, first name, postal address, phone number, email;
- **Categories of individuals concerned:** Employees/managers of Clients;
- **Duration of processing:** Duration of the Contract.

#### **12.2. WARESITO's Obligations to the Client**

As a processor, WARESITO commits to:

- Processing the Personal Data only for the sole purpose of the processing;
- Processing the Personal Data according to the documented instructions of the Client. If WARESITO considers that an instruction violates the GDPR or any other provision of EU law or the law of the member states relating to data protection, it must immediately inform the Client. Additionally, if WARESITO is required to transfer Personal Data to a third country or an international organization under EU law or the law of the member state to which it is subject, it must inform the Client of this legal obligation before processing, unless the law prohibits such information on important grounds of public interest;
- Ensuring the confidentiality of the Personal Data processed as part of the Service;
- Ensuring that persons authorized to process Personal Data under the Contract commit to maintaining confidentiality or are subject to an appropriate legal confidentiality obligation;
- Considering, regarding its tools, products, applications, or services, data protection by design and data protection by default.

WARESITO commits to respecting its obligations as the primary processor to the Client, as well as:

- Providing the Provider with all the necessary information to comply with the applicable regulations;
- Ensuring, before and throughout the processing period, that the Provider complies with the GDPR obligations;
- Supervising the processing, including carrying out audits and inspections of the Provider.

#### **12.3. Obligations of the Provider as a Sub-Processor for WARESITO**

The Provider, as a sub-processor for WARESITO, is also required to comply with the obligations outlined in 12.2 above.

The Provider is prohibited from engaging additional sub-processors without the prior specific written approval of the Client and WARESITO.

#### **12.4. Right to Information of the Individuals Concerned**

The Client is responsible for providing information to the individuals concerned by the processing operations at the time of collecting the Personal Data.

#### **12.5. Exercising Individuals' Rights**

To the extent possible, WARESITO and the Provider will assist the Client in fulfilling its obligation to respond to individuals' requests to exercise their rights: right of access, rectification, deletion, and objection, right to limit processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When individuals exercise their rights with WARESITO, WARESITO must forward these requests directly to the Client as soon as received.

#### **12.6. Notification of Personal Data Breaches**

WARESITO will notify the Client of any Personal Data breach within a maximum of twenty-four (24) hours after becoming aware of it. This notification will be accompanied by all necessary documentation to enable the Client, if necessary, to notify this breach to the relevant supervisory authority (CNIL).

#### **12.7. WARESITO's Assistance in the Client's Compliance with its Obligations**

WARESITO assists the Client in conducting impact assessments on Personal Data protection and in conducting prior consultations with the supervisory authority.

#### **12.8. Security Measures**

WARESITO commits to implementing technical and organizational measures ensuring a level of security appropriate to the risk.



#### **12.9. Data Retention**

At the end of the Service, WARESITO agrees, at the Client's choice, to either destroy the Personal Data or return it to the Client. The return must be accompanied by the destruction of all existing copies in the Provider's information systems. Once destroyed, the Provider must provide written confirmation of the destruction.

#### **12.10. Documentation**

The Provider provides WARESITO with the necessary documentation to demonstrate compliance with all its obligations.

### **ARTICLE 13: COMMUNICATION**

The Client grants WARESITO, for the duration of the Contract and within mainland France, a non-exclusive right to use its brand or logo as a commercial reference, in any form, including in its commercial documents and on its website.

### **ARTICLE 14: FORCE MAJEURE**

**14.1.** Except as otherwise provided in the Contract, neither Party shall be liable for any delay in performance or failure to perform its obligations if such delay or failure results from events or circumstances beyond its control, including but not limited to fire, explosion, terrorism, accident, natural disasters, war, or other unforeseen events.

**14.2.** The Party invoking force majeure must notify the other Party by registered letter within three (3) business days of becoming aware of the event. The affected Party must take all necessary precautions to minimize the consequences of the event.

**14.3.** If the suspension of obligations due to force majeure exceeds thirty (30) days, the Parties shall negotiate in good faith an alternative solution. If, after fifteen (15) days of negotiations, no agreement is reached, the Contract may be terminated by either Party by registered letter, taking effect upon the first presentation of the said letter, without any compensation to either Party.

### **ARTICLE 15: EARLY TERMINATION OF THE CONTRACT**

The Contract may be terminated early by either Party in the event of force majeure (Article 14), non-acceptance by the Client of the Price revision (Article 9.2), or failure by the other Party to fulfill one or more of its obligations under the Contract. If the default is not remedied within fifteen (15) days of a formal notice, the Contract will be terminated by registered letter with immediate effect. Certain events, such as bankruptcy, also justify immediate termination.

Upon early termination, the Parties will settle the sums due, with the Client paying WARESITO for Services rendered.

### **ARTICLE 16: NON-COMPETITION**

During the term of the Contract and for twelve (12) months thereafter, the Client agrees not to contract directly with the Provider for the Services without going through WARESITO. In the event of a breach, the Client shall owe WARESITO a penalty of ten (10) percent of the value of the Services contracted directly with the Provider.

### **ARTICLE 17: INTUITU PERSONAE**

**17.1.** Each Party enters into the Contract in consideration of the identity of the other Party. Consequently, the Parties agree not to transfer the benefit of the Contract or delegate its execution to a third party without the prior written consent of the other Party.

**17.2.** The Parties may freely assign all or part of the rights and obligations resulting from the Contract to their Affiliates. "Affiliates" refers to any company or entity directly or indirectly controlled by, controlling, or under common control with one of the Parties.

**17.3.** In the event of a merger, restructuring, or other changes affecting one of the Parties, the Contract may be assigned or transferred to any new or existing entity receiving the affected services, provided the terms of the Contract remain unchanged.

**17.4.** In the event of a change in control of a Party or exceptional circumstances affecting the Party's legal structure, the affected Party must inform the other Party without delay.

### **ARTICLE 18: GENERAL PRINCIPLES OF INTERPRETATION**

**18.1.** If the title of a clause interferes with the understanding of the clause itself, the title shall be disregarded. Each clause or paragraph of the General Terms and Conditions for Clients should be interpreted in accordance with the overall spirit and context of the document.

**18.2.** The failure of one Party to enforce a clause does not constitute a waiver of its right to enforce it later. The fact that a Party does not exercise a right or option does not imply a final waiver unless explicitly stated in a clause.

**18.3.** In the event of a contradiction between the Order Form and the General Terms and Conditions for Clients, the Order Form will prevail. In the event of a contradiction between multiple Order Forms related to the same Service, the most recent Order Form will prevail.

#### **ARTICLE 19: EVOLUTION OF THE GENERAL TERMS AND CONDITIONS FOR CLIENTS**

WARESITO reserves the right to modify the General Terms and Conditions for Clients at any time. The Client will be informed of any updates to the General Terms and Conditions for Clients by email, thirty (30) days before they come into effect. The Client will be deemed to have accepted the modified General Terms and Conditions unless they provide written notice to the contrary within fifteen (15) days of being informed.

The Parties agree that the non-acceptance of the modified General Terms and Conditions by the Client will not result in the termination of the Contract, which will continue under the previously agreed-upon conditions. In the event of a Contract renewal or a new Order Form, the modified General Terms and Conditions will automatically apply.

#### **ARTICLE 20: APPLICABLE LAW AND JURISDICTION**

The Contract is governed in all its provisions by French law.

The General Terms and Conditions for Clients are written in French. In the event that they are translated into one or more languages, only the French text will be binding in case of a dispute.

Any dispute arising from the Contract or related to its execution and/or interpretation shall fall under the exclusive jurisdiction of the Commercial Court of Paris (France), even in cases of third-party claims, multiple defendants, or emergency procedures. However, in the event of a dispute over the execution or interpretation of the Contract, the Parties are required, before taking legal action, to attempt to resolve the issue amicably and in good faith for a period of thirty (30) days from the notification of grievances by the most diligent Party.

### **GENERAL TERMS OF USE AND SALE OF THE WARESITO INTERFACE**

## **1. Purpose**

These General Terms and Conditions (hereinafter "General Conditions") apply to the access and use of user accounts of the application (hereinafter "Interface") that WARESITO (JESTOCKE, SAS 790969729 RCS, hereinafter "WARESITO") provides to its Clients and Suppliers (hereinafter the "Client(s)" and the "Suppliers") within the framework of the contract and general sales conditions concluded with WARESITO (hereinafter the "Contract"), which prevails in case of any contradiction.

The use of the WARESITO application, whether free or paid, is subject to the user's compliance with these General Conditions. The user confirms that they have read, understood, and accepted these General Conditions.

These General Conditions define the obligations and responsibilities of each User of an account on the Interface (hereinafter "Users") through which WARESITO provides its services (hereinafter the "Services").

These general conditions, together with the Interface Quote validated by the Client by email (hereinafter the "Order Form"), constitute an inseparable contractual set (hereinafter the "Contract"). In the event of a contradiction, the provisions of the Order Form prevail over these general conditions. In the event of a contradiction between multiple Order Forms relating to the same Service, the most recent document prevails over the older ones.

By using a user account of the Interface for the first time, the User accepts these General Conditions.

WARESITO reserves the right to modify these General Conditions at any time, with prior notice to users in the event of substantial modifications.

## 2. Description of Services and User Accounts

The Services allow users to manage their outsourced logistics (inventory management, transport, appointment scheduling, service orders, etc.). In this context, WARESITO provides user accounts on the Interface (hereinafter "User Accounts") based on the contract signed with Clients and Suppliers.

The User acknowledges that the Services may be modified at any time at WARESITO's sole discretion.

WARESITO provides access to its services via an API. An authentication token is provided by the WARESITO teams to secure the data.

## 3. Conditions for Accessing User Accounts

### a. Legal Conditions

To access and use the User Account, Clients and Suppliers must be legally capable of agreeing to these General Conditions.

The Services must only be used for professional purposes and are therefore exclusively intended for professionals wishing to benefit from them within the framework of their activities.

Users may grant access to their external partners within the limits of their subscriptions.

### b. Technical Conditions

User Accounts are accessible via the Internet.

Users:

- Must have a high-speed Internet connection.
- Must update their browser and operating systems to fully utilize the Services.
- WARESITO recommends using the updated Google Chrome browser for optimal use.
- For the use of User Accounts, WARESITO recommends certain configurations or other technical prerequisites. Users are solely responsible for following these recommendations.
- Additionally, to ensure their User Account is accessible, the User must provide a valid email address and contact WARESITO in writing in case of a change or error in their email address.
- All necessary equipment and Internet connection costs are the sole responsibility of the User.

**WARESITO also provides a mobile application "WARESITO," offering access to a range of features from the Interface accessible from most smartphones and tablets. The Client acknowledges that the mobile application may not offer all the features of the Modules.**

### c. Security Conditions

To ensure the security of their User Account, the User must:

- Use, from the first login to their account, a unique, personal, and strong password (1 uppercase letter, 1 special character, minimum length of 8 characters) that must remain strictly confidential.
- Never share their password with anyone, for any reason, nor leave their User Account available to a third party. The WARESITO team will never ask you for your password by phone or email.
- Change their password regularly.
- WARESITO reserves the right to modify the password in case of force majeure or risk that makes it necessary. The User is responsible for the loss of their password. The User acknowledges that WARESITO cannot be held responsible in case of fraudulent access to their Account due to a defect or security breach resulting from negligence, error, or omission on the part of the Users or the Client.

## 4. Conditions of Sale of Services

The Contract defines the Services desired by the Client as well as the Price associated with these services.

#### **a. Duration**

The Contract will take effect upon signature by both Parties. The Contract is non-binding and is automatically renewed on a monthly basis. According to Article L.121-16-1-III of the Consumer Code, professionals do not benefit from the right of withdrawal for contracts concluded at a distance.

#### **b. Price and Payment Terms**

All prices are established excluding VAT and other taxes, duties, fees, or charges payable by the Client under the applicable regulations as of the date of the WARESITO invoice, which remain the exclusive responsibility of the Client. The Price of the Services mentioned in the Contract corresponds to a price calculated based on current rates, the number of partner/warehouse accesses, and the number of connectivity tools declared at the time of the Contract conclusion or renewal. The Client acknowledges that this price may increase or decrease depending on the following variables:

- Subscription to or cancellation of modules and/or options;
- Increase in the number of partner or warehouse member accesses;
- Any potential increases in service rates.

#### **c. Invoicing**

Invoicing is established according to the terms subscribed to by the Client. Each invoice must be paid within a period not exceeding thirty (30) days from the invoice date. Invoice payments are made monthly by direct debit. The Client may opt for payment by bank transfer under the following conditions:

- 12-month commitment;
- Annual transfer upon Contract signature. The Client expressly acknowledges and agrees that WARESITO reserves the right to send invoices in electronic format (PDF) to the email address indicated by the Client as the contact address. The Client acknowledges that at the end of this period or in the event of Contract termination, invoices will no longer be accessible on their Account, and it is therefore the Client's responsibility to archive invoices by their own means throughout their contractual relationship with WARESITO according to the required legal durations. Any dispute regarding an invoice must be expressed in a letter or email sent with acknowledgment of receipt within fifteen (15) days from the invoice date. In the absence of such a letter or email, the Client will be deemed to have accepted the invoice.

#### **d. Payment Default**

In the event of a payment default at the due date, particularly if the billed amount cannot be fully or partially debited, late payment interest at three (3) times the legal interest rate per day of delay will be automatically owed by the Client starting the day after the payment due date. Additionally, a fixed compensation of forty (40) euros (not subject to VAT) will also be due to WARESITO for collection costs associated with any payment delay, without prejudice to damages and other costs that WARESITO reserves the right to claim, including through legal action. The late payment interest and penalties will be automatically due, and no registered letter is required for WARESITO to be entitled to them.

Moreover, if the Client fails to pay the amounts due at the due date after a formal notice to pay has remained ineffective for more than sixty (60) days, WARESITO reserves the right to suspend the Client's access to their Accounts and Services with immediate effect after notifying them by any means. The Parties agree that the suspension of Services will result in the immediate demand for all amounts invoiced by WARESITO to the Client. Only full payment of the amounts due by the Client to WARESITO will allow the Client to regain access to their Accounts and to benefit again from the Services.

### **5. Obligations and Responsibility**

#### **a. Obligations and Responsibility of WARESITO**

WARESITO undertakes to fulfill its obligations with the utmost care customary in its profession under an obligation of means. WARESITO grants Users a non-exclusive and non-transferable license to use their User Accounts in accordance with these General Conditions. In this context, WARESITO makes every effort to ensure that the User Account is accessible via the Internet through a secure SSL connection

(https) and a dedicated URL with a service level agreement (SLA) of 99.8% for the Interface. However, the User's access to their account may be suspended in case of:

- Service maintenance (as indicated in the service contract),
- Suspension of the User Account (see below),
- Unavailability due to circumstances beyond WARESITO's control, including mainly force majeure or failures or delays by Internet service providers or due to the Client's computer equipment,
- Abuse of API usage (e.g., hacking attempts; limited to 10 requests/sec).

As far as possible, Users will be informed of interruptions.

HOWEVER, USERS ACKNOWLEDGE THAT THE USER ACCOUNTS AND SERVICES THEY HAVE ACCESS TO ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. WARESITO DOES NOT GUARANTEE THAT THE USER ACCOUNTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

As part of the continuous improvement of the Interface Services and subject to prior notification to Clients and Suppliers, WARESITO may install updates or new versions to its Interface. No temporary interruption of Services will entitle the User to any compensation from WARESITO.

The User Accounts and the data they contain are hosted by Amazon Web Services in France (European Union) at WARESITO's request. The terms of use and liability of the AWS service are available at the following link: [AWS Documentation](#).

The User acknowledges that their User Account may be deleted, in compliance with applicable law and/or the Contract between WARESITO and the User. The User should download the documents and data from their account before the end of the User Account's accessibility period, as these contents are not retained indefinitely on the Interface.

WARESITO undertakes to take the necessary measures to ensure the security and confidentiality of the information contained in the User's Account. Upon specific request, a risk analysis file can be provided to accredited persons.

The User acknowledges that WARESITO can only be held liable for direct and foreseeable damages exclusively caused by the Interface.

Consequently, WARESITO shall not be held liable for indirect damages or for damages caused by the User, the Client, the Supplier, a third party, or in cases of force majeure.

In particular, WARESITO cannot be held liable for:

- The consequences of providing inaccurate and/or incomplete content during the installation of the User Account and/or its use,
- The compliance and accuracy of the information entered, communicated, and transmitted by Clients and Suppliers on the Interface,
- Difficulties or impossibilities in accessing the User Account due to the User's computer system or telecommunications equipment,
- The accidental destruction of data related to the User by the Client, the Supplier, or a third party who accessed the Services without any involvement from WARESITO.

#### **b. User Obligations and Responsibility**

The Client or the Supplier hereby declares that they:

- Have the authority and capacity to enter into this contract;
- Hold all necessary rights and authorizations to use the content of their User Account;
- Have backed up the data on one or more reliable media before any use and before activating the User Account, and commit to performing periodic backups of their data during the use of their User Account.

When using the Interface, the Client or the Supplier commits to:

- Comply with applicable laws and regulations and not infringe on the rights of third parties or public order;
- Adhere to legal and regulatory provisions related to personal data protection;
- Provide accurate and up-to-date information when setting up and using their User Account, understanding that WARESITO cannot be held liable for errors or non-performance related to payment failures;
- Use the Services, including their User Account, solely within their professional activity and not for illegal, prohibited, or illicit purposes, or to harm third parties or WARESITO, or in ways not provided for in these General Conditions, and generally not to disrupt the proper functioning of the Services;

- Not access, without authorization, their User Account or the associated systems and networks;
- Not make their User Account available to third parties;
- Not upload or create content containing or likely to contain a virus or a program that could destroy the Services in whole or in part;
- Not use the User Account to promote their own services or the services of a third party;
- Not use the Services for sending and hosting content that may disturb public order or offend good morals (violent, obscene, illegal, pornographic, defamatory, harmful, or discriminatory, etc.). The User acknowledges that any content considered to be in violation of applicable laws or regulations may be reported by WARESITO to the authorities responsible for law enforcement and/or may be immediately removed by WARESITO.

The User is solely responsible for immaterial and indirect damages, particularly those resulting from a loss of profit, opportunity, business, or revenue.

In particular, the User is solely responsible for damages resulting in whole or in part from:

- Misuse of their User Account (including negligence);
- Intrusion or fraudulent use, or any use by a third party, using their User Account ID and password;
- Computer and telecommunications equipment used in the order to access the User Account.

The User is solely responsible for their relationships with third parties and guarantees WARESITO against any complaint, claim, or action by a third party due to a breach of these General Terms of Use, irregular or improper use of their User Account, or violation of a law, regulation, or third-party rights, and agrees to reimburse WARESITO for the full amount claimed.

Furthermore, the User acknowledges that WARESITO has no control over the transfer of their data via a public network that the User may use to access their User Account. Consequently, WARESITO cannot be held liable for any misappropriation, damage, interception, loss, or misuse of the User's data or any incident involving the User that occurs during the transfer of data over public telecommunications networks by the User or the Client (their employer).

## **6. Intellectual Property**

### **a. Intellectual Property of the Application**

The Interface belongs entirely to WARESITO. WARESITO remains the sole owner of all intellectual property rights related to the Services accessible via the User Accounts and declares to have obtained all the necessary intellectual property rights to operate them.

Consequently, all elements constituting the Interface Services, in their structure, appearance, or content (including databases, texts, graphic texts, animated or non-animated images, sounds, designs, graphics, logos, names, trademarks, descriptions, tabs, features, signs, etc.) belong to WARESITO or are subject to an intellectual property rights assignment to WARESITO or a license grant to WARESITO. They are protected against unauthorized use by law or the Contract. Therefore, any use of these elements for purposes other than those authorized under these General Conditions is subject to WARESITO's prior written consent.

The User agrees to use the Interface Services solely within the scope of their professional activity.

In this regard, the User acknowledges that they are not authorized to:

- Modify, create derivative works, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy all or part of the Services and associated documentation (including file components or similar data structures);
- Access or use the Services to build or provide, directly or indirectly, a competing service;
- License, sell, transfer, assign, distribute, outsource, allow the use of, or make the Services available to third parties, unless expressly authorized under a contract with WARESITO;
- Any use of the User Account and the Service contrary to these General Terms of Use is strictly prohibited.

### **b. Intellectual Property of the User**

The content of the User Account belongs to the User. The User retains intellectual property rights over the content they provide when using their User Account. By using their User Account, the User authorizes WARESITO to use this content within the scope of the Services and within the limits determined by these General Conditions.

## **7. Termination - Suspension - Withdrawal**

The Client may request to terminate their Contract without charge by submitting their request through the "Unsubscribe" section on their User Account. If termination is not carried out under the specified conditions, the Contract will be automatically renewed for one month.

WARESITO reserves the right to suspend or delete the User Account without prior formal notice and without the User being able to claim compensation in the event of the User's failure to fulfill their obligations or in any other case as provided in the Contract.

In the event of suspension, if the User or Client remedies the reason for the suspension, the User Account will be made accessible again within a reasonable time, it being understood that the suspension of the User Account does not waive WARESITO's right to suspend or delete User Accounts.

## **8. Personal Data**

The processing of personal data is carried out as part of the analysis of the use of our Services and is based on WARESITO's legitimate interest in implementing its Services. WARESITO collects and processes data that Users voluntarily provide to access the Interface, use the Software, as well as data related to User preferences and traffic, in accordance with its privacy and cookie policies. Our cookies are used strictly for technical purposes, and no personal data is collected through them. In line with this privacy policy, the information collected by WARESITO is subject to computer processing, intended particularly for managing access to the Interface, services, and support, developing commercial and marketing offers, and enhancing and improving products, content, and User experience.

In accordance with the French Data Protection Act of January 6, 1978, as amended, and the General Data Protection Regulation (EU) 2016/679, you have the right to access, limit, port, erase, modify, or rectify your data and the right to object to the use of your data. You can exercise your rights by writing to [dpo@jestocke.com](mailto:dpo@jestocke.com) or by mail to JESTOCKE SAS, 48 rue Ferdinand Buisson 33130 Bègles, accompanied by a copy of a signed identity document. WARESITO informs you that you also have the right to file a complaint with the data protection authority, the National Commission for Information Technology and Civil Liberties (CNIL), as described here.

## **9. Force Majeure**

The parties will not be held responsible for losses, damages, delays, non-performance, or partial performance directly or indirectly resulting from a force majeure event, in accordance with the case law of the French Court of Cassation (hereinafter a "force majeure event"). Each party will immediately inform the other in writing of the occurrence of a force majeure event. The obligations of the party affected by the force majeure event, especially the time required to fulfill its obligations, will be suspended without incurring any liability of any kind. The parties will endeavor, as far as possible, to minimize the effects of force majeure events.

## **10. Contact**

For any questions related to these General Conditions or to obtain a PDF version, the User can write to the following address: [contact@waresito.com](mailto:contact@waresito.com).

## **11. Relationship Between the Parties**

Under no circumstances can the General Conditions be considered as creating a partnership between the parties or any other situation leading to mutual or joint representation between them concerning third parties. Additionally, these General Conditions do not create any relationship of subordination between the Parties, who each retain their full autonomy from each other.

## **12. Applicable Law**

These General Conditions are governed by French law. The effective date of the Terms of Use is November 1, 2022. In the event that a translated version of the Terms of Use conflicts with the French version, the French version will prevail.

WITHIN THE LIMITS PROVIDED BY APPLICABLE LAW, ANY DISPUTE REGARDING ITS VALIDITY, INTERPRETATION, OR PERFORMANCE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN THE JURISDICTION OF WARESITO'S (JESTOCKE SAS) REGISTERED OFFICE, INCLUDING IN THE EVENT OF A THIRD-PARTY CLAIM OR MULTIPLE DEFENDANTS.