

# **General conditions of sale of services between professionals on the internet**

## **Scope**

The general conditions of sale described below detail the rights and obligations of KM ATEX ENGINEERING and its client in the context of the sale of its services. Any service performed by KM ATEX ENGINEERING therefore implies the buyer's full acceptance of these general conditions of sale.

## **Article 1 - Principles**

These general conditions relate to the services provided between professionals (provider / buyer).

These general conditions express the entire obligations of the parties. They constitute the sole basis of the commercial relationship between the parties, and, in this sense, the buyer is deemed to accept them without reservation.

These general conditions of sale prevail over any other document, and in particular over all general conditions of purchase. They apply, without restriction or reservation, to all the services rendered by the service provider to buyers of the same category.

The service provider and the buyer agree that these general conditions exclusively govern their relationship. The service provider reserves the right to modify its general conditions from time to time.

They will be applicable as soon as they are put online.

If a service provision condition were to be lacking, it would be considered to be governed by the customs in force in the distance selling sector whose companies have their headquarters in France.

These general conditions of sale are communicated to any buyer who requests them, in order to allow him to place an order.

The supplier reserves the right to waive certain clauses herein, based on negotiations with the buyer, by establishing specific conditions of sale.

The service provider can, moreover, establish categorical general conditions of sale, derogating from the present general conditions of sale, according to the type of buyer considered, according to criteria which will remain objective. Buyers who meet these criteria will then be subject to these categorical general conditions of sale.

These general conditions of sale are applicable until December 31, 2020.

## **Article 2 - Content**

The purpose of these general conditions is to define the rights and obligations of the parties in connection with the online sale of the services offered by the provider to the buyer. They relate to the following services: Advice, training.

These conditions only apply to services provided in France for buyers located on French territory. For any service performed outside of France, or for a buyer located outside of France, it should be reported to obtain a specific quote.

### **Article 3 – The order**

The buyer places his order online, from the online catalog and using the form on the site.

For the order to be validated, the buyer must accept, by clicking at the place indicated on the site, these general conditions. Its acceptance will result in the sending of a confirmation email from the provider, in accordance with the conditions described below.

Payment is made by direct debit.

Any order implies acceptance of the prices and descriptions of the services offered.

In some cases, including default of payment, wrong address or other problem on the buyer's account, the service provider reserves the right to block the buyer's order until the problem is resolved.

If it is impossible to provide the service, the buyer will be informed by email.

The cancellation of the order for this service and its possible refund will then be made, the rest of the order remaining firm and final.

For any question relating to the follow-up of an order, the buyer must call 0695287010, Monday to Friday, from 9 a.m. to 6 p.m. (cost of a local call).

### **Article 4 – Electronic signature**

The online supply of the buyer's bank details and the final validation of the order will be proof of the buyer's agreement and will be worth:

- exigibility of the sums due under the purchase order;
- signature and express acceptance of all operations carried out.

In the event of fraudulent use of the bank details, the buyer is invited, as soon as this use is observed, to contact 0695287010.

### **Article 5 – Order confirmation**

The contractual information will be confirmed by e-mail at the latest at the start of the performance of the services, at the address indicated by the buyer in the order form.

### **Article 6 – Proof of transaction**

The computerized registers, kept in the service provider's computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments made between the parties. Archiving of purchase orders and invoices is carried out on a reliable and durable medium which can be produced as proof.

### **Article 7 – Information on services**

The services governed by these general conditions are those which appear on the provider's website and which are indicated as carried out by the provider or under its control. They are offered subject to the availability of the service provider.

The services are described and presented with the greatest possible accuracy. However, if errors or omissions may have occurred in this presentation, the provider cannot be held liable.

## **Article 8 - Prices**

### **Calculation**

Unless otherwise agreed, the price of the services is established according to the number and experience of the personnel required, the level of skill and responsibility required; hourly rates are revised periodically. Travel, subsistence and accommodation costs incurred for the performance of the services will also be invoiced, if applicable. VAT at the rate in force is added, where applicable, to fees and disbursements. Delays or other unforeseen problems, over which the provider has no control and which are beyond his control, may result in additional fees which may be subject to additional invoicing. The service provider undertakes to inform the buyer of these delays and / or problems as soon as they occur in order to be able to assess the consequences with him. Invoices will be issued corresponding to the services provided and the disbursements incurred provisionally and as and when they are carried out. Unless otherwise agreed, invoices are issued monthly. Payment of invoices is due: at the latest on the 30th day following the performance of the service.

### **Late penalties**

In accordance with the law, any delay in payment obliges the service provider to charge late penalties. The rate of late penalties is established on the basis of the minimum rate, ie 3 times the legal interest rate; moreover, the late debtor will be required to pay the provider a lump sum indemnity for recovery costs of 40 Euros; in addition, the service provider will be entitled to suspend the performance of the services until full payment of the unpaid invoice without this non-performance can be considered as being attributable to him.

### **Advance payment**

Any order, as defined above, gives rise to the payment of a deposit calculated according to the following methods: 30% of the price. Except in cases of force majeure, any cancellation of the order by the buyer beyond a period of 10 days after the date of the order cannot give rise to the reimbursement of this provisional deposit.

### **Discount**

The buyer benefits from the discounts and rebates appearing at the service provider's rates, under the following conditions: Depending on the number of hours of the service (declining rate).

These services are not detachable from buying and selling operations, according to the terms determined by mutual agreement between the parties, during commercial negotiations, depending on the nature and volume of the services rendered.

## **Article 9 – Payment terms and conditions**

### **Order payment**

Payment for the order is made by direct debit from the buyer's bank account. The buyer must enter his bank details at the place provided and confirm this entry by adding his IT bank details as an attachment to the order form. The service provider reserves the right to suspend any order management and any delivery in the event of refusal to authorize payment from officially accredited bodies or in the event of non-payment.

The service provider notably reserves the right to refuse to make a delivery or to honor an order from a buyer who has not fully or partially settled a previous order or with whom a payment dispute is being administered. The service provider has set up an order verification procedure intended to ensure that no one uses the bank details of another person without their knowledge. As part of this verification, the buyer may be asked to send, by fax or email, to the service provider a copy of an identity document as well as proof of address. The order will then be validated only after receipt and verification by the service provider of the parts sent.

**Term payment**

The price is payable in full and in a single payment, within 30 days of the performance of the service. This period will be mentioned on the invoice sent to the buyer.

**Payment delay**

Any delay in payment will result in the immediate payment of all the amounts owed to the service provider by the buyer, without prejudice to any other action that the service provider would be entitled to bring, as such, against the buyer.

**Article 10 – Work taking over**

Except in cases of force majeure or during the closing periods clearly announced on the home page of the site, the response times will be, subject to the availability of the service provider, those indicated below. The execution times run from the date of registration of the order indicated on the order confirmation email.

For services provided in France, the deadline is 45 working days from the day following that on which the buyer placed his order. In the event of delay, the provider cannot be held liable for any reason whatsoever. Consequently, no claim for compensation of any kind may be claimed by the buyer. If the service provider is unavailable to perform the service, the buyer will be informed as soon as possible and will be able to cancel his order. The buyer will then have the possibility of requesting the reimbursement of the sums paid within 30 days at the latest of their payment.

**Article 11 – Operations process**

The realization is started only after confirmation of the payment by the banking organization of the service provider. It is provided within the time limit provided on the order form, from the reception by the service provider of the order form. In the event of non-compliance with the payment conditions set out above, the seller may suspend or cancel the service.

The service is performed at the address indicated by the buyer on the order form. The buyer must ensure its accuracy. Any trip in pure loss of the service provider because of an incorrect or incomplete address will be invoiced to the buyer. The buyer can, at his request, obtain the sending of an invoice to the billing address and not to the delivery address, by validating the option provided for this purpose on the order form.

The buyer will take care to give access to the service provider, in particular if he is not personally present on the day the service is provided.

The end of the service will give rise to an end of intervention document. The buyer must indicate on this document and in the form of handwritten reservations accompanied by his signature any anomaly concerning the service or the conditions of its realization.

This verification is considered to have been carried out once the buyer, or a person authorized by him, has signed the end of intervention document.

**Article 12 – Provider's obligations**

The service provider's commitments constitute an obligation of means at the end of which the services will be performed in strict compliance with the professional rules in use as well as, where applicable, only in accordance with the conditions of the contract. To do this, the service provider will assign to the execution of the services professionals with the skills required to ensure their realization in accordance with its quality standards.

### **Article 13 – Buyer’s obligations**

In order to facilitate the proper performance of the services, the buyer undertakes:

- to provide the service provider with complete, accurate information and documents within the necessary time without being required to check their completeness or accuracy;
- take decisions on time and obtain the necessary hierarchical approvals;
- to appoint a correspondent invested with decision-making power;
- to ensure that key interlocutors and the correspondent are available throughout the performance of the services;
- to notify the service provider directly of any possible difficulty relating to the performance of the services.

### **Article 14 – Information and advertising**

The buyer recognizes and accepts:

- that the parties may, unless the other party expressly requests otherwise, correspond or transfer documents by electronic mail circulating on the Internet;
- that none of the parties exercises control over the capacity, reliability, access or security of these emails;
- that the service provider cannot be held responsible for any loss, damage, costs or damage caused by the loss, delay, interception, diversion or alteration of any electronic mail caused by any fact. In general, the parties agree to comply with the regulations applicable to the protection of personal data and in particular the provisions of law 78-17 of 6 January 1978 relating to data processing, files and freedoms.

### **Confidential information**

Each party agrees not to disclose confidential information received from the other party. Confidential information means information of any kind, visual or oral, in any medium whatsoever, relating to the structure, organization, business, various internal policies, projects and personnel of each of the parties. Subject to the exceptions set out below, this confidentiality obligation will take effect for a period of 1 year following the end of the services. The content of the services, as well as the reports, letters, information, notes, quotes, provided by the service provider during the performance of the services are also confidential. These documents are communicated to the purchaser for strictly internal use and on the condition of not disclosing them to third parties nor of annexing them to a document that he is required to produce. If the buyer wishes all or part of these documents to be disclosed to / or used by a third party, he must request the prior authorization in writing from the service provider. Methods applicable to this disclosure will then be set.

### **Information excluded**

Obligations and restrictions set out above do not apply:

- confidential information which belongs to the public domain, or was acquired freely before the start of the service;
- are or become known other than as a result of a violation of this article;
- are or become known through other sources not subject to a disclosure restriction;
- or must be communicated under a legal or professional obligation or at the request of any judicial or regulatory authority empowered to require the disclosure of confidential information.

Subject to its confidentiality obligations, the service provider reserves the right to perform services for companies competing with that of the buyer.

## **Article 15 – Intellectual property**

In the event that one of the provider's recommendations or the use of items delivered following one of his recommendations involves the use of goods, models, drawings, photographs, etc. subject to intellectual property rights belonging to third parties, the service provider will inform the buyer of the existence of these rights and of the consequences of their use. It will then be up to the buyer and under his sole responsibility to take any measure allowing the use of such rights, in particular by negotiating for his own account the rights of use under conditions such that the provider is able to do so prevail for the purposes of the benefits.

For the specific needs of the services, the service provider may use or develop software, including spreadsheets, documents, databases and other IT tools.

In certain cases, these aids can be made available to the buyer and at his request. Insofar as these tools have been developed specifically for the needs of the service provider and without consideration of the buyer's own needs, these are made available to the buyer for the duration of the contract as is and without any guarantee attached, single use destination; they must not be distributed, shared or communicated to third parties, whether in whole or in part. This temporary provision will not entail any transfer of rights or guarantee, whatever the title, to the benefit of the buyer or that of the third party.

The provider reserves all rights, titles and interests in:

- the original elements appearing in the work, documents, memos, consultations, opinions, conclusions or other procedural acts, etc. performed as part of the services, including without limitation, any copyright, trademark and any other intellectual property rights relating thereto;
- all the methods, processes, techniques, developments, and know-how, whether or not incorporated into the services or which the service provider would have to develop or provide within the framework of the services.

The purchaser may, without geographic limitation, free of charge and irrevocably, use internally and for the duration of copyright protection, the elements designed by the service provider and integrated into its work. The buyer is prohibited from distributing, marketing, and more generally from making available or conceding the use of these same works and more generally from conceding the use of these same elements to third parties without the provider's agreement.

No party may make mention or use of the name, denomination, brands and logos or other names, commercial or not, of the other party without the prior written agreement of the latter. By way of derogation from the above, the service provider may make use of the buyer's name, name, brands and logos during the course of the contract to the extent that is strictly necessary for the performance of the services, including in proposals for subsequent services. In addition, the purchaser authorizes the service provider, at the end of the performance of the services, to quote his name / name as a reference and accompany this quotation, if necessary, with a generic description of the services performed.

## **Article 16 - Documents**

The service provider will keep the original documents which have been given to him, and return them to the buyer, on his request. All documents, data or information that the buyer has provided will remain his property. The service provider will keep a copy of the only documents necessary for the constitution of his work files. The working documents prepared as part of the services are our property and are covered by professional secrecy.

### **Article 17 - Ethic**

In the event that a conflict of interest or a problem of independence arises during the performance of the services, the provider will immediately inform the buyer and seek with him the solution most suited to the situation in the compliance with applicable rules. More particularly, if a modification of the regulations or professional standards prohibited the provider from continuing his services, he will make available to the buyer the result of the services as well as all documents necessary for their finalization, including his Documents in the condition to facilitate prosecution by a third party.

### **Article 18 – Liability of the provider**

The provider and his collaborators' entire responsibility for any breach, negligence or fault noted during the performance of the services will be limited to the amount of the fees paid for the services in question, in order to cover claims of any kind (interest and costs included), regardless of the number of actions, foundations invoked, or parties to litigation.

This stipulation will not apply to a liability for death or bodily injury, or to any other liability which the law prohibits to exclude or limit.

The provider can only be held liable in the event of proven fault or negligence and is limited to direct damage to the exclusion of all indirect damage of any kind.

Furthermore, the provider cannot be held liable in the following cases:

- following a breach or a deficiency of a product or service whose supply or delivery does not fall to him or his possible subcontractors;
- for facts and / or data which do not fall within the scope of the services, and / or which are not an extension thereof;
- in the event of use of the results of the services, for an object or in a context different from that in which it intervened, incorrect implementation of the recommendations or failure to take into account the provider's reservations.

The service provider does not answer for its insurers or for indirect damage, or for loss of profit or loss of chance or expected profits, or for the financial consequences of any actions brought by third parties against the buyer.

### **Article 19 - Guarantee**

The service provider guarantees the buyer against any lack of conformity of the services and any hidden defect arising from a defect in the design or supply of said services to the exclusion of all negligence or fault of the buyer.

In any event, in the event that the provider is held liable, the provider's guarantee would be limited to the amount of tax paid by the buyer for the provision of the services.

### **Article 20 – Transferability and subcontracting**

The service provider reserves the right to assign all or part of the performance of the services to service providers meeting the same qualification requirements.

If the service requires special technical skills, the service provider will inform the buyer of the possibility of subcontracting part of it. The subcontractor will then intervene under the sole responsibility of the service provider and will undertake to keep confidential all the information of which it becomes aware during the services.

### **Article 21 - Claims**

All complaints, whether amicable or legal, relating to the performance of the services must be made within one year from the end of the performance of the service.

### **Article 22 – Retract right**

The buyer being a professional buying within the framework and for the needs of his profession, there is no need to apply the right of withdrawal provided for by the consumer code.

### **Article 23 - Force majeure**

All circumstances beyond the control of the parties, preventing the execution of their obligations under normal conditions, are considered as grounds for exemption from the obligations of the parties and result in their suspension.

The party invoking the above circumstances must immediately notify the other party of their occurrence, as well as their disappearance.

Will be considered as force majeure all irresistible facts or circumstances, external to the parties, unpredictable, inevitable, independent of the will of the parties and which cannot be prevented by the latter, despite all efforts reasonably possible. Expressly, force majeure or fortuitous cases are considered, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, stopping telecommunication networks or difficulties specific to telecommunication networks external to customers.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the case of force majeure lasts more than three months, these general conditions may be terminated by the injured party.

### **Article 24 – Partial non-validation**

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other stipulations will remain in full force and their scope.

### **Article 25 – Non waiver**

The fact that one of the parties does not claim a failure by the other party to any of the obligations referred to in these general conditions cannot be interpreted for the future as a waiver of the obligation in question.

### **Article 26 - Headline**

In case of difficulty of interpretation between any of the titles appearing at the head of the clauses, and any of the clauses, the titles will be declared non-existent.



## **Article 27 – Protection of personal data**

### **Data collected**

The personal data that is collected on this site are as follows:

**account opening:** when creating the user's account, their name; first name; email address ; Phone Number ; address ;

**connection:** when the user connects to the website, the latter records, in particular, his surname, first name, connection, use, location and payment data;

**profile:** the use of the services provided on the website allows you to enter a profile, which may include an address and a telephone number;

**payment:** as part of the payment for products and services offered on the website, the latter records financial data relating to the user's bank account or credit card;

**communication:** when the website is used to communicate with other members, the data concerning the user's communications are temporarily stored;

**cookies:** cookies are used in connection with the use of the site. The user has the option of deactivating cookies from their browser settings.

### **Use of personal data**

The personal data collected from users aims to provide the website services, improve them and maintain a secure environment. More specifically, the uses are as follows:

- access and use of the website by the user;
- operation management and optimization of the website;
- organization of the conditions of use of the Payment Services;
- verification, identification and authentication of data transmitted by the user;
- proposal to the user of the possibility of communicating with other users of the website;
- implementation of user assistance;
- personalization of the services by displaying advertisements according to the browsing history of the user, according to his preferences;
- prevention and detection of fraud, malware (malicious software or malware) and management of security incidents;
- management of any disputes with users;
- sending commercial and advertising information, according to user preferences.

### **Sharing of personal data with third parties**

Personal data may be shared with third-party companies in the following cases:

- when the user uses payment services, for the implementation of these services, the website is in contact with third-party banking and financial companies with which it has contracted;
- when the user publishes information accessible to the public in the free comments areas of the website;
- when the user authorizes the website of a third party to access his data;
- when the website uses the services of providers to provide user assistance, advertising and payment services. These providers have limited access to user data, as part of the performance of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on data protection staff ;
- if required by law, the website may transmit data to respond to complaints made against the website and comply with administrative and judicial procedures;
- if the website is involved in a merger, acquisition, disposal of assets or bankruptcy proceedings, it may be required to assign or share all or part of its assets, including personal data. In this case, users would be informed, before the personal data is transferred to a third party.

### **Security and confidentiality**

The website implements organizational, technical, software and physical measures in terms of digital security to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the internet is not a completely secure environment and the website cannot guarantee the security of the transmission or storage of information on the internet.

### **Implementation of user rights**

In application of the regulations applicable to personal data, users have the rights mentioned below, which they can exercise by making their request to the following address: km.atex.engineering@gmail.com

- The right of access: they can exercise their right of access, to know the personal data concerning them. In this case, before the implementation of this right, the website may request proof of the identity of the user in order to verify its accuracy.
- The right of rectification: if the personal data held by the website are inaccurate, they may request that the information be updated.
- The right to delete data: users can request the deletion of their personal data, in accordance with the applicable data protection laws.
- The right to limit processing: users can ask the website to limit the processing of personal data in accordance with the assumptions provided for by the GDPR.
- The right to object to data processing: users can object to their data being processed in accordance with the assumptions provided for by the GDPR.
- The right to portability: they can request that the website give them the personal data provided to them to transmit it to a new website.

### **Evolution of this clause**

The website reserves the right to make any modification to this clause relating to the protection of personal data at any time. If a modification is made to this personal data protection clause, the website undertakes to publish the new version on its site. The website will also inform users of the change by e-mail, at least 15 days before the effective date. If the user does not agree with the terms of the new wording of the personal data protection clause, he has the option to delete his account.

### **Article 28- Applicable Law**

These general conditions are subject to the application of French law. They are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute. The parties agree to seek an amicable solution to any dispute that may arise from the provision of services. If they fail to do so, the parties will submit the dispute to the competent commercial court.