

Standard General Terms and Conditions for on online Sale DANI ALU for Professional Customers

Version of 23/12/2021

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE PLACING ANY ORDER

• IMPORTANT - NOTICE TO USERS

THIS GENERAL TERMS AND CONDITIONS (HEREIN UNDER "GTC") ARE APPLICABLE TO THE SALE OF PRODUCTS SOLD BY DANI ALU COMPANY, SOCIÉTÉ PAR ACTIONS SIMPLIFIÉE (A FRENCH SIMPLIFIED JOINT-STOCK COMPANY), WITH A CAPITAL OF 1.000.000 €, REGISTERED WITH THE COMPANIES REGISTER (RCS) OF LYON – FRANCE WITH THE NUMBER 314 406 646, HEADQUARTERED IN LIEU-DIT CLAPELOUP - SAINTE-CONSORCE (69280) – FRANCE (HEREIN UNDER "DANI ALU"), MADE ON THE "SHOP" AREA (ONLINE PURCHASE) OF THE WEBSITE www.danialu.fr.

PARTICULAR CUSTOMERS ARE NOT CONCERNED BY THESE GENERAL TERMS AND CONDITIONS. THE GENERAL TERMS AND CONDITIONS THAT APPLY TO PARTICULAR CUSTOMERS CAN BE ALSO CONSULTED ONLINE ON DANIALU.FR WEBSITE.

YOU ARE ABOUT TO ORDER, AS A PROFESSIONAL CUSTOMER, ONE OR MORE PRODUCTS ON THIS WEBSITE. YOU ACKNOWLEDGE IN THIS CONTEXT THAT:

- ANY PURCHASE OF DANI ALU PRODUCTS IS MADE IN THE FRAMEWORK OF YOUR PROFESSIONAL ACTIVITY AND WITH A DIRECT CONNECTION WITH SUCH ACTIVITY;
- THIS DOCUMENT IS AN AGREEMENT BETWEEN THE CUSTOMER AND DANI ALU.

WHETHER YOU ARE THE LEGAL REPRESENTATIVE, MANAGER OR AGENT OF THE CUSTOMER ON WHOSE BEHALF THE ONLINE PURCHASE IS TO BE MADE, BY CHECKING THE BOX:

"I acknowledge that I have read the General Terms and Conditions of Sale of the company DANI ALU and I accept them unconditionally".

YOU DECLARE THAT YOU HAVE THE CAPACITY TO BIND THE CUSTOMER.

THEREFORE, YOU ACCEPT THAT THIS GENERAL TERMS AND CONDITIONS BETWEEN PROFESSIONALS (GTC) ARE OPOSABLE BOTH TO YOU AND TO THE CUSTOMER YOU REPRESENT AND/OR ON WHOSE BEHALF YOU ACT.

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ANY ORDER PLACED ONLINE ON THE WESITE www.danialu.fr IS FIRM AND IRREVOCABLE AND CONSTITUTES AN UNCONDITIONAL ACCEPTANCE BY THE CUSTOMER OF THESE GTC.

1. SUBJECT MATTER

These GTC are intended to define the technical, legal, and financial conditions under which DANI ALU undertakes to supply to its CUSTOMERS the Products and the associated services, if any, ordered by the latest on its website, in exchange of the payment of the indicated price.

2. DEFINITIONS

- “CUSTOMER”: a natural or legal person acting in a professional capacity and purchasing the Products offered on the DANI ALU’s Website.

Private and public sector and social economy sector businesses, liberal professionals and more generally any person holding a SIREN or equivalent (national business ID) number or acting for its professional needs are deemed to be acting in a professional capacity.

- “Party” or “Parties”: DANI ALU and the CUSTOMER are individually designated by the term “Party” and together by the term “Parties”.
- “Products”: any goods offered for sale by DANI ALU on its Website according to the characteristics and/or standard dimensions mentioned on the Website or custom made in accordance with the dimensions communicated by the CUSTOMER when ordering.
- Website: DANI ALU’s website accessible on the Internet at: www.danialu.fr.

3. GENERAL TERMS AND CONDITIONS ACCEPTANCE

The CUSTOMER declares that it has taken note of and understood these GTC in their entirety and that it has accepted them unconditionally before placing the order by

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checking a box provided for this purpose. Acceptance of the GTC implies that the CUSTOMER waives his right to invoke his own conditions of purchase.

We recommend to the CUSTOMER to keep and to print these GTC. DANI ALU may also communicate them to anyone making the request under their full version on the date of the request.

DANI ALU reserves the right to modify at any moment whatsoever these GTC. As far as possible, DANI ALU shall notify the changes thus made by means of an announcement on its Website. At any event, the applicable GTC are those in force on the date of the order.

Under otherwise expressly stated, these GTC express all the applicable obligations between DANI ALU and the CUSTOMER and invalidate and replace any communications between the Parties before the placing of the order.

Any deviation from these GTC will only be enforceable against DANI ALU if it has been duly accepted in a written and signed medium by the latest.

4. ORDER

The CUSTOMER may, at any time, modify his order as long as the modification occurs before the validation of the payment.

The validation of the payment of the order by the CUSTOMER will constitute the signature, the irrevocable consent of the CUSTOMER and proof of the contract.

No modification of the order will be accepted by DANI ALU once the order has been definitively validated.

The right of withdrawal provided for by the French Consumer Code (Code de la consommation) for the benefit of consumers is not available to CUSTOMERS, given their professional status.

Therefore, no right of withdrawal applies to the Products and services offered on the Website to CUSTOMERS.

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Pursuant to Article 1127-3 of the French Civil Code (Code civil), the Parties, all of whom are contracting as professionals, expressly agree to derogate from the provisions 1° to 5° of Article 1127-1 and Article 1127-2 of the previously mentioned Civil Code.

5. AVAILABILITY OF THE PRODUCTS

The offers for the Products remain valid as long as they are online.

In case of non-availability or stock shortage, certain announced deadlines may be extended.

In this case, DANI ALU will inform the CUSTOMER as soon as possible by e-mail or any other written means of the new availability dates. DANI ALU reserves the right to propose to the CUSTOMER an equivalent Product.

In the event of lack of available Products or if the CUSTOMER refuses to accept a new deadline or the equivalent Product proposed by DANI ALU, the CUSTOMER will be entitled to cancel its order and to request its reimbursement.

6. ASSOCIATED SERVICES

The CUSTOMER may request for the supply, by DANI ALU, of the services associated to the ordered Product(s) (advice on installation, use, renovation, measurement, guidance, for the fitting, etc.), which will then be invoiced in addition, on the basis of the tariff in force on the date of the request.

7. PRICE

The Products are supplied in consideration of the payment of the price displayed on the Website for online orders.

The prices will be expressed without taxes and delivery costs.

The tariff communicated to the CUSTOMER are those in force on the payment date, whether it be the price or the packaging costs.

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The shipping costs invoiced in addition are indicated for reference only. Any tax, duty, or other sum to be paid under the French law or an importing or transit country law will be borne by the CUSTOMER.

8. TERMS OF PAYMENT

Payment shall be made in cash or according to the terms usually agreed for CUSTOMERS on account.

For online orders, methods of payment accepted are:

- payment cards,
- the secure payment services PAYPAL and PAYLIB made available by DANI ALU to its CUSTOMERS.

The CUSTOMER agrees to receive its invoices in electronic form at the e-mail address indicated by the CUSTOMER when opening an account.

In the event of default payment by due date, overdue payment penalties will be owed from the day following the payment date indicated in the invoice. A lump sum of 40 Euros will be added to these fees, for the recovery costs, as provided in Article L. 441-10 of the French Commercial Code (Code de commerce). These penalties will automatically apply to the amount to be paid up to 3 times the legal interest rate.

9. DELIVERY

9.1. Terms of delivery

The Products ordered on the Website will be delivered at the address indicated by the CUSTOMER as being the delivery address.

The ordered Products will be delivered by external providers specializing in the transport. The method of shipment and packaging of the Products shall be chosen by DANI ALU. The shipping costs will be borne by the CUSTOMER.

9.2. Deadlines

The deadlines indicated are for reference only. They represent the period to estimate between the moment at which the order has been placed and the shipping of the

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Product(s) (shipping time) to which the transporter's transit time will be added, subject to the availability of the Product.

Any delays in delivery will, at no event, entitle the CUSTOMER to any indemnity whatsoever or justify the cancelation of the order, unless if they arise of the non-availability of the Product (Clause 5). No overdue payment penalty will be claimed to DANI ALU for any reason whatsoever.

9.3. Reservations

The CUSTOMER will check the quality and the quantity of the delivered Products on the moment of the delivery, as well as reserve its rights, if needed, with the transporter, within the deadlines and in accordance with the conditions provided for in the French Commercial Code (Code de commerce). If no reservation has been entered by the CUSTOMER on the moment of the delivery, the Products delivered by DANI ALU will be deemed as complying with the order.

DANI ALU will not accept any Product return that has not been authorised in advance by DANI ALU.

10. GUARANTEES

DANI ALU provides the following guarantees, to the exclusion of any other one guarantee.

The guarantee provided by DANI ALU for the Products ordered on its Website is limited to the following guarantees:

DANI ALU guarantees the conformity of the delivered Products to the characteristics of the ordered Products.

DANI ALU disclaims any legal guarantee for the CUSTOMERS of its same speciality as it.

For the other CUSTOMERS, the Products revealing a hidden defect will be subject, at the CUSTOMER's choice, to a replacement by a similar product, a credit note equal to the amount paid by the CUSTOMER, a total reimbursement if the CUSTOMER wishes to return the Product(s) or a partial refund if the CUSTOMER wishes to keep them.

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At any event, DANI ALU's pecuniary liability for the defective Product(s) will be limited to the price paid by the CUSTOMER for the Product(s) at issue.

The Products offered by DANI ALU only comply with the standards and regulations indicated on their technical data sheet. It is the CUSTOMER's responsibility to ensure that the standards and regulations required by the country of destination are included in those indicated in the said data sheet. In the event that the CUSTOMER exports the Products to countries not expressly covered by the standards and regulations indicated in their respective technical data sheets, the CUSTOMER must ensure that the standards and regulations required by the country of destination are compatible with those indicated in the said data sheet. DANI ALU declines all responsibility in the event that the CUSTOMER exports its Products to countries not listed in the technical data sheet, in particular as a result of problems of compatibility or compliance with local regulations.

11. RETENTION OF TITLE

DANI ALU retains the title on the sold goods until effective payment of the total amount due.

In case of default payment, DANI ALU may take possession of its Products.

If the Products have been installed or transformed, the cancellation of the sale may be pronounced, notwithstanding any damages that DANI ALU may claim.

The transfer of risk of loss and deterioration of the DANI ALU's Products will take place when the Products leave DANI ALU's factory.

In the event of seizures or claims by third parties, the CUSTOMER must inform DANI ALU in writing without delay in order to enable it to assert its property rights.

12. ONLINE ORDERING SERVICE

DANI ALU agrees to use its best efforts to ensure the availability of the online ordering service. In this respect, it is bound by an obligation of means.

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However, DANI ALU is not able to guarantee to the CUSTOMER a continuous and permanent availability of the online ordering service.

DANI ALU reserves the right to suspend the availability of the online ordering service for any maintenance and/or technical operations required.

These interruptions to the SERVICE shall not give rise to any compensation whatsoever for the CUSTOMER.

DANI ALU declines any responsibility in the event of interruption and/or malfunction of the SERVICE due to (i) the CUSTOMER's breach or non-compliance with any of its obligations under the GTC as well as the indications provided by DANI ALU, (ii) the malfunctioning or inappropriate use of the means of access to the service used by the CUSTOMER and/or the inappropriate use of the service by the CUSTOMER (iii) events of force majeure, (iv) events dependent on the actions of a third party such as, for example, the interruption or malfunctioning of the services of telecommunication operators and/or electrical lines.

13. INTELLECTUAL PROPERTY

DANI ALU's sale of its Products does not imply any transfer or granting to the CUSTOMER of any intellectual property rights eventually associated to those Products, as the trademarks, logos, designs, patents, documents, components, visual presentations or any other item associated to the sold Products.

14. LIABILITY

DANI ALU is subject to an obligation of means for all its obligations provided for in these GTC.

The conformity of the Products delivered is assessed in relation to the information provided to DANI ALU by the CUSTOMER. DANI ALU shall in no case be held responsible for damages resulting from an error caused by a lack of information or by erroneous information provided by the CUSTOMER.

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DANI ALU will not be liable for the payment of any damages of any kind, whether direct or indirect which might be incurred by the CUSTOMER in connection, directly or indirectly, with the performance or underperformance of these GTC.

It is explicitly agreed by the Parties that indirect damages include, but are not limited to, the loss of turnover, customers, profits and computer data, the moral damage, etc.

The costs that may be incurred by the CUSTOMER and in particular but not exclusively the cost of scaffolding, implementation, etc. are also excluded from any compensation.

At any event, DANI ALU's pecuniary liability for any defective Product(s) will be limited to the amount effectively paid to DANI ALU for the order placed by the CUSTOMER.

15. CUSTOMER SERVICE

For any request of information or claim, a Customer Service is made available to the CUSTOMER, from Monday to Friday, with the exception of public holidays, from 8:00 am to 18:00 pm (from Monday to Thursday) and from 8:00 am to 12:00 am (on Fridays) – Telephone number: 00 33 4 78 87 12 48.

The CUSTOMER can also send an e-mail to the following e-mail address: contact@danielu.fr

16. PERSONAL DATA

The Personal Data Protection Charter contained in the General Terms and Conditions of Use of the Website is an integral part of this contract and describes the conditions of use of the Professional's Personal Data.

The CUSTOMER is invited to refer to the Personal Data Protection Charter accessible from the Website by clicking on "General conditions of Use" at the bottom of the page.

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17. PERSONAL DATA SECURITY

In order to ensure the confidentiality of the CUSTOMER's data and to prevent any unauthorized access to the information that the CUSTOMER submits online, DANI ALU uses a secure connection with an SSL certificate.

The data of the navigation on the Website are encrypted, they are made invisible and inaccessible. The CUSTOMER can identify the secure connection by looking at the URL which begins with "https:" instead of "http" and by the padlock in the address bar during payment. This symbolises the security of communications between the CUSTOMER and the DANI ALU's Website.

18. CONVENTION ON EVIDENCE

The Parties undertake to consider the documents they mutually exchange (including under an electronical format) as original documents with an evidence value between them.

By mutual agreement, the Parties accept that the future exchanges regarding the performance of these GTC may take place by electronic mail and more specifically by e-mail with acknowledgement of receipt.

The Parties agree that they will safeguard in the more appropriate and secure possible all the sent messages regarding the subject matter of these GTC.

The Parties are personally responsible of the archival storage of the issued and received documents, and more specifically for their own needs, in the taxes and accounting fields.

19. CONFIDENTIALITY

The Parties undertake to consider as confidential any commercial, financial, technical, or other information exchanged in the framework of the performance of these GTC.

Therefore, each of the Parties undertakes not to use to its advantage or to a third party's advantage, and not to disclose to unauthorised third parties the confidential information and the important information regarding the other Party's know-how that

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the latest could have communicated to it or that it could have had access to in the framework of the performance of these GTC.

For this purpose, each of the Parties undertakes to take the following safeguard actions:

- refrain itself from communicating to third parties, in any manner, all or any part of the information confidential by nature, even after the expiration or the termination of these GTC;
- ensure to take all the needed actions to guarantee that its employees respect the same obligations.

This undertaking will remain in force during two (2) years from the date of the order.

20. FORCE MAJEURE

Neither of the Parties will be liable for any delay, non-performance, or any other failure to respect its obligations concerning the order and/or the guarantee if this default arises from a force majeure or fortuitous event.

Are expressly considered as fortuitous or force majeure events, besides those generally considered by the French Courts case-law, partial or total strikes, internal or external to the company, lock-outs, bad weather, the blockage of means of transport or supply, for any reason whatsoever, earthquakes, fire, storms, floods, water damages, governmental or legal restrictions, legal or reglementary modifications to the commercialisation forms, computer failures, the blockage of telecommunications, including the wired telephone network, mobile (GSM, GPRS, 3G, 4G...) or any other event independent from the Parties' express intention preventing them from performing the present GTC under normal and/or reasonable conditions.

As a first step, the fortuitous or force majeure event will suspend the performance of these GTC.

If the fortuitous or force majeure event persists for more than three (3) months, these GTC will be, unless otherwise agreed by the Parties, terminated *ipso jure*, no judicial decision or formal notice or previous notice being needed.

In that case, the Parties will not be liable for the partial or total non-performance of their obligations provided for in these GTC.

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21. GENERAL PROVISIONS

21.1. WAIVER

Any tolerance or renouncement in the implementation of their rights by any of the Parties, regarding the performance of all or a part of their undertakings provided for in these GTC, irrespective the frequency or the duration, will not constitute a modification of these GTC or generate, for the future, at the advantage for the other Party, a vested right of any nature whatsoever.

21.2. DIVISIBILITY OF THE CLAUSES

The invalidity arising from the nullity, lapse or non-binding nature or unenforceability of any of the provisions contained in these GTC pronounced pursuant to a statute, a regulation, or a final decision of a court of competent jurisdiction will not mean the nullity, lapse or non-binding nature or unenforceability of the rest of the provisions contained in these GTC and will not affect any other contractual provisions, which will remain fully in force for both of the Parties.

In that case, the Parties will meet and decide, by their mutual agreement, to replace or modify the invalidated provision(s).

21.3. INDEPENDENCE OF THE PARTIES

The Parties to these GTC remain independent professionals in the framework of the performance of the order.

They acknowledge that they act and enter into this agreement in their own name and for their own account and that they are bound only under the conditions stated into these GTC. Neither of the Parties will be authorised to make any commitment in the name or on behalf of the other Party.

Furthermore, each of the Parties will be sole responsible for its actions and declares to take full responsibility for its own actions, allegations, commitments, services, products, and staff.

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21.4. ASSIGNMENT

The contract may not be the subject of a total or partial assignment or transfer by one of the Parties without the prior written agreement of the other Party. The CUSTOMER shall not substitute any third party for the execution of all or part of its obligations under the present contract, except with the prior written agreement of DANI ALU.

21.5. SINCERITY

The Parties declare sincere the undertakings taken by them in these GTC, that they will perform in good faith. For this purpose, they declare that they are not in possession of any element that, would it have been disclosed to the other Party before the execution of these GTC, would, to the best of their knowledge, have modified the other Party's consent.

22. GOVERNING LAW

It is explicitly agreed by the Parties that these GTC will be governed by the French law.

23. JURISDICTION

In the event that the CUSTOMER would not be a merchant, the general law rules will apply.

If the CUSTOMER is a merchant: excepting the provisions regarding the delivery and by express waiver to Article L. 110-4 of the French Commercial Code (Code de Commerce), any dispute by a CUSTOMER which is a merchant will only be raised within a one-year term from the occurrence of the disputed event.

IN CASE OF DISPUTE, EXCLUSIVE JURISDICTION IS CONFERRED TO THE "TRIBUNAL DE COMMERCE DE LYON" (COMMERCIAL COURT OF LYON), NOTWITHSTANDING MULTIPLIED DEFENDANTS, COLLATERAL OR EMERGENCY OR EX PARTE PROCEEDINGS.