

GENERAL TERMS AND CONDITIONS OF SALE (PROVISION OF SERVICES)

ARTICLE 1 – Scope

These General Terms and Conditions of Sale, pursuant to Article L 441-6 of the French Commercial Code, are the sole basis of the commercial relationship between the Parties.

Their purpose is to define the conditions under which the company **ELECTRICIEN SUEDOIS PARIS**, ("the Service Provider") provides professional Clients ("the Clients or the Client or the Principal Contractor") who so request, via the Service Provider's website, by direct contact or via a paper medium, the following services:

Installation service for electrical systems ("Services").

They apply, without limitation or qualification, to all Services rendered by the Service Provider to Clients in the same category, whatever the clauses that appear on the Client's documents, and in particular their Terms and Conditions of Purchase.

In accordance with current regulations, these General Terms and Conditions of Sale are systematically communicated to any Client who requests them, to facilitate the placing of orders with the Service Provider. They are also communicated to all Clients prior to the conclusion of a single agreement referred to in Articles L 441-3 et seq. of the French Commercial Code, within the legally prescribed timeframe.

Any order for Services implies, on the part of the Client, the acceptance of these General Terms and Conditions of Sale.

They will remain in force until the end of the performance of the Service.

ARTICLE 2 – Orders

2-1

The provision of Services is only deemed to be complete once a quote has been drawn up and the Client's order has been expressly accepted in writing by the Service Provider, evidenced by an acknowledgement of receipt from the Service Provider and acceptance of the quote.

The Service Provider has electronic ordering facilities (including acceptance and confirmation) that enable Clients to order the Services in the best conditions of convenience and speed.

2-2

Any changes to the Service order requested by the Client will only be taken into account, within the limits of the Service Provider's possibilities, if they are notified in writing, and before

the date scheduled for the provision of the Services ordered, after signature by the Client of a specific order form and possible adjustment of the price.

2-3

In the event of cancellation of the Services by the Client after its acceptance by the Service Provider less than 21 days before the date scheduled for the provision of the Services ordered, for any reason whatsoever, the deposit paid with the order, as defined in the article "Terms of Payment – Payment Deadlines" of these General Terms and Conditions of Sale, shall be automatically acquired by the Service Provider and may not give rise to any reimbursement whatsoever.

For Services for which the amount invoiced excluding VAT is less than 5,000 euros, the period is reduced to 7 days.

2-4 – Exclusivity

The Principal Contractor or the Client shall refrain, throughout the duration of this contract, from using the Services of any person other than the Service Provider and, except in the case of a duly noted failure by the Service Provider, in the performance hereof.

2-5 Obligations of the Principal Contractor in the event of subcontracting

The Principal Contractor undertakes to provide the Subcontractor with all the information and documentation, as well as all the assistance reasonably necessary to enable it to perform the requested Services, which are the subject of this contract, under good conditions.

It also undertakes to take into account any observations that may be made by the Subcontractor concerning the performance of its Services. Otherwise, the Service will be deemed to have been received and in accordance with the order.

ARTICLE 3 – Prices

3-1

The Services are provided at the Service Provider's prices in force on the day the order is placed, according to the quote previously established by the Service Provider and accepted by the Client, as indicated in the "Orders" article above.

All prices are net and exclusive of VAT.

An invoice is issued by the Service Provider and given to the Client each time the Services are provided.

The conditions for determining the cost of the Services, the price of which cannot be known a priori or indicated accurately, as well as the method of calculating the price enabling the latter to be verified, will be communicated to the Client or will be the subject of a detailed quote, at the Client's request, in accordance with the provisions of Article L 441-1, III of the French Commercial Code.

ARTICLE 4 – Terms of payment

4-1 Payment deadlines

The price is payable in cash, in full on the day of provision of the Services ordered, under the conditions defined in the article "Terms of provision of the Services" below, and as indicated on the invoice given to the Client and as specified in the quote.

A 50% deposit is required when placing the order.

Notwithstanding the foregoing, it is specified that in the event that the price of a Service is greater than an amount of 10,000 euros excluding tax, the price is payable as follows:

- 30% upon acceptance of the quote

And depending on the progress of the work schedule and the schedule defined, if applicable, between the Parties:

- 40% at the halfway point of the schedule,
- 30% upon delivery of the Service.

The Service Provider will not be required to provide the Services ordered by the Client if the latter does not pay the price in accordance with the terms and conditions indicated in these General Terms and Conditions of Sale.

The following secure payment methods may be used:

- by transfer
- by cheque

No additional charges exceeding the amount paid by the Service Provider for the use of a means of payment will be invoiced to the Client.

Reciprocally, no exchange fees may be charged to the Service Provider in the event of a transaction originating from abroad; these fees will remain the exclusive responsibility of the Client.

4-2. Late payment penalties

In the event of late payment and payment of the sums due by the Client beyond the period set out above, and after the payment date shown on the invoice sent to the Client, late payment penalties will be due in accordance with the following penalty calculation formula: = [(legal rate) x amount including tax] x [number of days of delay/365] will be automatically and ipso jure acquired by the Service Provider, without any formalities or prior notice.

Late payment will lead to the requirement that all amounts due to the Service Provider by the Client be paid immediately, without prejudice to any other action that the Service Provider might be entitled to bring, on this basis, against the Client.

In the event of non-compliance with the terms of payment set out above, the Service Provider also reserves the right to suspend or cancel the provision of the Services ordered by the Client, to suspend the performance of its obligations and to reduce or cancel any discounts granted to the Client.

4-3. No set-off

Except with the express, prior and written agreement of the Service Provider, and provided that the reciprocal claims and debts are certain, liquid and payable, no set-off may be validly made by the Client between any penalties for delay in the provision of the Services ordered or non-compliance with the order, on the one hand, and the sums paid by the Client to the Service Provider for the purchase of said Services, on the other hand.

ARTICLE 5 – Service provision methods

The Services requested by the Client will be provided within a period of time agreed between the Parties as from the receipt by the Service Provider of the corresponding duly signed order form or quote, accompanied by the deposit due.

The deadline indicated in the quote or order form is not a strict deadline and the Service Provider shall not be held liable in the event of a delay in the provision of the Services if this does not exceed 21 days and without prior formal notice remained unheeded for a period of 15 days.

The provision of the Services may take place in any other place designated by the Client, subject to 15 days' notice in the event of a change at the Client's exclusive expense.

Similarly, in the event of a specific request from the Client concerning the conditions of supply of the Services, duly accepted in writing by the Service Provider, the related costs will be subject to additional specific invoicing, on the basis of an estimate previously accepted by the Client, and the site delivery deadlines will necessarily be extended, which the Client accepts and acknowledges.

In the absence of reservations or claims expressly raised by the Client when receiving the Services, these will be judged as compliant with the order, in quantity and quality.

The Client shall have a period of 10 days from the provision of the Services to make such reservations or claims, in writing, with all the relevant supporting documents, to the Service Provider.

In the event of a guaranteed holdback, this will be released within two weeks after delivery of the work accepted without reservation.

No claim will be validly accepted in the event of non-compliance with these formalities and deadlines by the Client.

In the event of a specific request from the Client concerning the conditions of supply of the Services, duly accepted in writing by the Service Provider, the related costs will be subject to additional specific invoicing, on the basis of a quote previously accepted by the Client.

ARTICLE 6 – Guarantee

The Service Provider gives the Client the guarantee, in accordance with the legal provisions, that the Services are free from any lack of conformity and any hidden fault resulting from a

defect in the design or supply of the said Services, to the exclusion of any negligence or fault on the part of the Client.

In the event of intervention by a control office, this service will be invoiced to the Client.

The Service Provider may only be held liable in the event of proven fault or negligence and its liability is limited to direct damages, excluding any consequential loss of any nature whatsoever.

To assert its rights, the Client must, under penalty of forfeiture of any action relating thereto, notify the Service Provider in writing of the existence of defects within a maximum of 15 days from their discovery.

The Service Provider will rectify or correct, at its sole expense, according to procedures that are appropriate and approved by the Client, the Services deemed to be defective.

In any event, if the Service Provider accepts liability, the Service Provider's guarantee will be limited to the amount excluding tax paid by the Client for the Services.

ARTICLE 7 – Personal data

7-1 – Confidentiality

The Parties undertake, by way of a confidentiality clause, for the entire duration of this contract and without any time limit after its expiry, for a period of one year after the expiry of this contract, for any reason whatsoever, to maintain the utmost confidentiality, refraining from disclosing, directly or indirectly, any information, knowledge or know-how of any kind concerning their co-contractor and the way in which they operate, to which they could have had access in the performance of this contract, unless such information, knowledge or know-how has fallen into the public domain or its disclosure is made necessary by virtue of a special regulation or an administrative or judicial injunction.

They are also prohibited from revealing to third parties the existence of this contract and all or part of the Service entrusted.

In the event that one of the Parties does not respect its commitment, it would be automatically liable to the other for compensation.

7-2 – Security of personal data

Personal data collected from Client is subject to computer processing carried out by the Supplier. This is recorded in the Client's file and is essential for order processing. This information and data is also stored for security purposes, in order to comply with legal and regulatory obligations. It will be kept as long as necessary for the execution of orders and any applicable guarantees.

The data controller is the Supplier. Access to personal data will be strictly limited to the employees of the data controller, authorised to process it by virtue of their role. The information collected may be communicated to third parties linked to the company by contract for the implementation of subcontracted tasks, without the Client's authorisation being necessary.

In the context of performing their services, third parties will only have limited access to the data and will be required to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases stated above, the Supplier is prohibited from selling, renting, assigning or granting third-party access to data without the Client's prior consent, unless it is forced to do so for a legitimate reason.

If the data is to be transferred outside the EU, the Client will be informed and the guarantees taken in order to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified to the Client.

In accordance with the applicable regulations, the Buyer has the right to access, rectify, erase and make portable the data concerning them, as well as the right to object to the processing for legitimate reasons, which they can exercise by contacting the data controller at the contact postal address or email. In the event of a complaint, the Client may address a complaint to the Supplier's personal data protection officer of the National Commission on Informatics and Liberty (CNIL).

ARTICLE 8 – Liability – Insurance

8-1. Responsibility for the work

In the event of subcontracting, the Service Provider shall be responsible for its work, materials and equipment and guarantees to the Client or the Principal Contractor that the Services covered by this contract will be properly carried out, under the conditions specified herein.

8-2. Liability in regard to third parties

In the event of subcontracting, the liability of the Service Provider is strictly limited to its relations with the contractor, who therefore remains solely responsible for any damage caused to third parties or to the Principal Contractor.

If the Service Provider has its work carried out through a subcontractor, it shall indemnify its Client against any possible damage caused by its subcontractor, provided that the Client undertakes not to contract directly with the subcontractor in connection with the performance hereof and informs the Service Provider thereof without delay.

8-3. Insurance

The Subcontractor agrees to take out an insurance policy covering its professional civil liability for all activities and obligations under this contract.

The Subcontractor undertakes to maintain this policy for the entire duration of this contract and to provide proof of this on request by providing a certificate from its insurers, listing the cover taken out, the amount and the period of validity.

Any modification, suspension or cancellation of this insurance policy, for any reason whatsoever, must be made known to the Principal Contractor as soon as possible.

ARTICLE 9 – Unpredictability

Each of the Parties declares that, in view of the period of negotiations preceding the conclusion of this agreement, which enabled it to enter into this agreement with full knowledge of the facts and the reciprocal consideration agreed upon, it expressly renounces the right to avail itself of the provisions of Article 1195 of the French Civil Code and the contingency regime provided for therein, undertaking to assume its obligations even if the contractual balance is upset by circumstances which were unforeseeable at the time of the conclusion of the contract, even if their execution would prove to be excessively onerous and to bear all the economic and financial consequences.

ARTICLE 10 – Exception of non-performance

It is recalled that pursuant to Article 1219 of the French Civil Code, each Party may refuse to perform its obligation, even if it is due, if the other Party does not execute its own and if such non-performance is sufficiently serious, that is to say, likely to call into question the continuation of the contract or to fundamentally upset its economic equilibrium. The suspension of execution shall take effect immediately upon receipt by the Defaulting Party of the notice of default sent to it for this purpose by the Injured Party indicating the intention to apply the plea of non-performance as long as the Defaulting Party has not remedied the observed default, served by registered letter with acknowledgement of receipt or on any other durable written medium permitting proof of dispatch.

This exception of non-performance may also be used as a precautionary measure, in accordance with the provisions of Article 1220 of the French Civil Code, if it is clear that one of the Parties will not fulfil at the due date the obligations incumbent on it and that the consequences of this non-performance are sufficiently serious for the Injured Party.

This faculty is used at the risk and peril of the Party taking the initiative.

Suspension of performance shall take effect immediately upon receipt by the Alleged Defaulting Party of notification of the intention to apply the plea of preventive non-performance until the Alleged Defaulting Party has performed the obligation in respect of which a future default is manifest, served by registered letter with acknowledgement of receipt or on any other durable written medium capable of producing proof of dispatch.

ARTICLE 11 – Force majeure

The Parties cannot be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, arises from a force majeure event, within the meaning of Article 1218 of the French Civil Code.

By express agreement, the following constitute a case of force majeure: a pandemic episode, heatwave weather conditions or, conversely, temperatures below -5 °C, theft of equipment and vandalism in the place of performance and/or any other event forcing the temporary non-performance of contractual obligations.

The Party establishing the event must immediately inform the other Party of its inability to perform and justify its inability to do so to the latter. Under no circumstance shall obligations suspended in this way be a cause of liability for non-performance of the obligation(s) in question, nor shall such suspension give rise to a payment of damages or penalties for late delivery.

Performance of the obligation(s) shall be suspended for the duration of the force majeure if this is temporary and does not exceed a period of 90 days. However, upon the end of the cause for the suspension of their reciprocal obligations, the Parties shall make every effort to resume, as quickly as possible, the normal execution of their contractual obligations. For that purpose, the Party prevented from carrying out its obligations by the force majeure will notify

the other of the resumption of its obligation by registered letter, with request for acknowledgment of receipt or any extrajudicial act.

ARTICLE 12 – Termination of the contract

12-1 – Termination for non-performance of a sufficiently serious obligation

In the event of a sufficiently serious breach of any of the obligations incumbent on the other Party, the Injured Party may, notwithstanding the Termination clause for failure of a party to fulfil its obligations set out below, notify, by *registered letter with acknowledgement of receipt* to the Defaulting Party, the termination by default hereof, 15 days after the sending of a formal notification to remedy said breach has remained unsuccessful, in accordance with the provisions of Article 1224 of the French Civil Code.

12-2 – Termination for force majeure

Automatic termination due to force majeure may, notwithstanding the clause Termination for failure of a party to fulfil its obligations set out below, only take place 15 days after receipt of a formal notice notified by registered letter with acknowledgement of receipt or any extrajudicial act.

It is expressly agreed that the Parties may automatically terminate this contract, without notification or formality.

12-3 – Termination for failure of a Party to fulfil its obligations

In the event of non-compliance by either of the Parties regarding the following obligations, such as non-payment on the due date of the Services ordered by the Client, as referred to in the articles of this contract and as defined in the attached quote, this may be resolved at the discretion of the Injured Party.

It is expressly understood that this resolution for failure by a Party to fulfil its obligations shall take place ipso jure, the formal notice resulting from the sole fact of the non-performance of the obligation, without summons or execution of formalities.

12-4 – Provisions common to cases of termination

It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this contract shall be validly put in default by the mere exigibility of the obligation, in accordance with the provisions of Article 1344 of the French Civil Code.

In any event, the Injured Party may seek legal damages and bring action against all the Parties concerned by the performance of the Service defined herein.

ARTICLE 13 – Attribution of jurisdiction

All disputes arising out of this contract and any resulting contract that relate to the validity, interpretation, execution, termination, consequences and their repercussions, will be submitted to the Tribunal de paris.

ARTICLE 14 – Language of the contract – Applicable law

These General Conditions define the form of the general conditions and the operations which result from them are governed by French law.

They are written in French. If they are translated into one or more foreign languages, the French text will prevail in the event of a dispute.

ARTICLE 15 – Client acceptance

These General Terms and Conditions of Sale are expressly approved and accepted by the Client, who declares and acknowledges that they have full knowledge of them and therefore waives the right to invoke any contradictory document, and, in particular, their own terms and conditions of sale, which would be unenforceable against the Service Provider, even if such terms and conditions of sale had been brought to the attention of the Service Provider.