

GENERAL SALES TERMS and CONDITIONS

1. APPLICATION of standard terms of sale

1.1. These standard terms and conditions of sale apply to the full range of Products and Services supplied by TBS CERTIFICATS.

1.2. These terms and conditions apply in their entirety to any contract signed between TBS CERTIFICATS and its business Customers/Buyers, who are not consumers, primarily in France, but also in other countries, from which TBS CERTIFICATS has expressly agreed to accept a customer on a case by case basis. TBS CERTIFICATS does not accept any responsibility for import/export law, rule or regulation violation put in place by the USA and other countries in the case a Product is being exported to a country other than the one indicated at the time of the order.

1.3. No derogation from the standard terms and conditions of sale shall be accepted without the prior and express approval by TBS CERTIFICATS.

1.4. Any condition contrary to these terms and conditions of sale asserted by the buyer in its own standard terms of purchase or any other document, shall not bind TBS CERTIFICATS, irrespective of the moment when TBS CERTIFICATS became aware or should have become aware of it.

1.5. These standard terms of sale constitute indispensable conditions of your contract with TBS CERTIFICATS.

1.6. TBS CERTIFICATS intends to keep its terms of sale unchanged as long as possible. Nevertheless, TBS CERTIFICATS reserves the right to make changes to them at any time by giving 30 days notice to the existing customer with an option to terminate the existing contract, subject to the exemption for minor price changes referred in clause 4.3.

2. SUBJECT MATTER

2.1. TBS CERTIFICATS, or **us**, or the **supplier** of Products and Services, means TBS CERTIFICATS Limited, a company registered in the France under registration number 440443810 with its registered office at 22 rue de Bretagne, 14000 Caen, France. It is a digital Certificate aggregator, publisher of technical databases and technical knowledge and a consulting company.

2.2. **Certificate** means a digitally signed document in the electronic form that is a public-key certificate in the version 3 format specified by the International Telecommunication Union (ITU) in its recommendation known as ITU-T Recommendation X.509, which is accessible on the ITU website (<http://www.itu.int/itu-t/recommendations/rec.aspx?rec=X.509>) and which includes the following information: (i) identity of the Certification Authority issuing it; (ii) the name or identity of its subscriber, or a device or electronic agent under the control of the subscriber; (iii) a Public Key that corresponds to a Private Key under the control of the subscriber; (iv) the validity period; (v) the Digital Signature created using a Private Key of the Certification Authority issuing it; and (vi) a serial number.

2.3. **Certification Authority** means a legal entity that issues, signs, manages, and revokes Certificates and performs all functions related thereto, including identification, authentication and revocation of subscribers, and vouches for the binding between the data items in a Certificate.

2.4. **Customer**, or **you**, means the person, including a legal entity, which enters into this contract with TBS CERTIFICATS.

2.5. **Product** means an executable or non-executable computer file such as a Certificate supplied with the Services and for holders of bulk purchase accounts with TBS CERTIFICATS Product means the right to be issued a Certificate at later date than the date of purchase.

2.6. **SSL** (Secure Sockets Layer) means a standard security technology for establishing an encrypted link between a server (computer) and a client (the computer of the end user of a Product), usually a web server or website and a browser, or an electronic mail server and mail client software (such as Microsoft Outlook).

2.7. **Services** mean Products and professional services supplied by TBS CERTIFICATS, including certification and vetting services in the processing of digital certificate orders from new customers and customer accounts, following the pre-verification procedures and Certification Authorities policies & practices, processing the customer information in its certificate applications, issuing a Certificate to the holders of a bulk purchase account with TBS CERTIFICATS and consulting and technical help desk services.

2.8. TBS CERTIFICATS sells its Products under these standard terms and conditions to computer professionals (IT consulting companies, hosting companies, computer developers, IT departments) or business customers who are or who have skilled computer users. By entering into contract with TBS CERTIFICATS under these terms and conditions, you certify that you are not a consumer but a business customer. If you are a consumer, please tell us so when you order, and your contract will be on different standard terms of TBS CERTIFICATS.

2.9. The customer has the exclusive responsibility to have at its disposal internal resources and expertise or those of a third party selected to develop a specification, choose the hardware and the appropriate software related to their technical specifications, to conduct the necessary tests, etc.

2.10. The customer/buyer represents that it has sufficient resources and personnel qualified to use the Services of TBS CERTIFICATS.

2.11. The one and only obligation of TBS CERTIFICATS, expressly recognized and approved by its customers, is to supply the digital Product(s) and/or Service ordered and commercialized by TBS CERTIFICATS. Under no circumstances, TBS CERTIFICATS is obliged to deliver any other service or product unless it signed an express agreement to the contrary with the Customer.

3. ORDERS and EXECUTION

3.1. Any publication on the website or in other materials of TBS CERTIFICATS is an invitation to make offers and an order by the customer is an offer.

3.2. Any order placed with TBS CERTIFICATS becomes firm and binding on the customer as soon as an order form or other order confirmation is acknowledged as received by TBS CERTIFICATS. A business customer may not cancel a firm order unless TBS CERTIFICATS expressly agrees to the cancellation.

3.3. In the event of an unavailable product due to stock shortage or removal from the catalog, or for any other reason, TBS CERTIFICATS may decline to accept an order or may cancel an accepted order with a refund but without any liability for losses to the customer.

3.4. In the event that the Product supplied does not correspond with the description in the order, the Customer shall give TBS CERTIFICATS written notice within 20 days of the date of our email containing the link to the Product. After this period the Customer shall be deemed to have accepted the Product.

4. PRICING

4.1. Products are provided at the price published by TBS CERTIFICATS on its website pages accessible at <https://www.tbs-certificats.com/index.html.fr> at the time of placing the relevant order.

4.2. Prices published as above exclude the VAT and other taxes, which will be invoiced in addition if applicable.

4.3. All prices and discounts are subject to change by giving 7 days notice to the existing customer. The 7-day notice period starts to run from the next working day following the date of the notice. In the event of a price increase by more than 5% the customer may cancel the contract by giving written notice to TBS CERTIFICATS within the notice period defined above.

5. CREDIT and payment terms

5.1 Payment terms

5.1.1. Unless otherwise agreed specially, payment is due upfront in view of the specific nature of the Products.

5.1.2. Deferred payment is subject to additional fees specified in the quotation given to the customer.

5.1.3. Upon acceptance of the order, payment must be made by the due date stated on the invoice.

5.1.4. No discount is given by sole reason of early payment.

5.1.5. Invoices are payable by cheque, bank transfer or credit card to the registered office of TBS CERTIFICATS specified above.

5.2 Late payment

If payment is not received in full when due, a statutory interest calculated on the basis of the reference rate of the European Central Bank at its most recent refinancing operation plus an increment of 10 percentage points, as well as an administration charge of 40 euros (decree 2012-1115) will be charged, in accordance with law no. 2001-420. Failure to pay gives TBS CERTIFICATS the right to suspend the delivery and provision of Services until full payment is made of all sums due.

5.3 Failure to pay

5.3.1. Failure of payment to clear in full within 60 days from our confirmation of your order shall be regarded as a failure to pay.

5.3.2. If a Certificate is issued before the failure to pay, TBS CERTIFICATS reserves the right to revoke the Certificate.

This is the translation of the original French version which will be treated as authoritative — Revised on 2020-08-20

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6. TERMS OF SUPPLY

6.1 General Terms

TBS CERTIFICATS does not supply goods. It supplies Services. If a Product or part of a Product needs to be supplied offline on a physical medium as required by the Certification Authority or other body that defines the standards of the Product issue, it is that authority that ships the physical medium. TBS CERTIFICATS does not accept any responsibility for such offline supply. In the event of non-receipt of the physical medium complaint shall be directed to the relevant Certification Authority. The customer may request TBS CERTIFICATS' assistance with contacting the authority and obtaining a replacement on the condition that TBS CERTIFICATS is not liable for the non-receipt of the medium.

6.2 Issue of Certificate and Delivery

6.2.1. Time is not of the essence of your contract. TBS CERTIFICATS shall not be liable for delays. The issuance delivery time suggested by TBS CERTIFICATS is for reference only, based on the average issuance time allowed by the relevant Certification Authority.

6.2.2. A Certificate is issued when TBS CERTIFICATS sends the customer an email containing a link to the Certificate. Prior to doing so, TBS CERTIFICATS may need to collect certain documentation and other information from the Customer and wait for the relevant Certification Authority to vet and approve it. TBS CERTIFICATS does so expeditiously and within a reasonable time, but the issue of a Certificate is subject to the Certification Authority being satisfied with such documentation and approving the issue. TBS CERTIFICATS does not accept any responsibility for a delay or an adverse decision by the authority against the issue of a Certificate.

6.2.3. TBS CERTIFICATS may request further information and documentation from the Customer if required by the relevant Certification Authority. If the Customer fails to provide such additional information within a reasonable time, TBS CERTIFICATS reserves the right to cancel the order and issue a refund as specified in clause 7.

6.2.4. For the avoidance of doubt, most Products provided under multi-year plans require ongoing customer verification (due diligence). By placing an order for a Product, the Customer assumes the duty to update its due diligence information in compliance with the terms of the Product plan within a reasonable time, and not only provide it initially.

7. REFUNDS

7.1. No refund or compensation may be given in case of delay or failure to pay.

7.2. An order cannot be canceled unless otherwise agreed in writing by TBS CERTIFICATS.

7.3. At our discretion:

7.3.1. An order for one Certificate may be canceled, as long as the Certificate has not been issued;

7.3.2. Orders of other Products and bulk purchase orders cannot be canceled but unused rights to be issued a certificate may be converted into another type of rights.

7.4. If a cancellation is requested after the vetting process started, 90% of the price will be refunded (70% of the price will be refunded for Extended Validation certificates).

After an SSL certificate is issued or, for other types of certificate, after you have submitted your certificate request and TBS CERTIFICATS validated it, TBS CERTIFICATS or its suppliers cannot refund any part of the price you paid, even if you revoke the certificate before it expires. By validating your certificate request, TBS CERTIFICATS is deemed to have provided its certification service to you and performed the substantial part of its contract with you, for which it is entitled to full payment.

TBS CERTIFICATS reserves the right to cancel any order older than 30 days which has not been delivered due to the customer's failure to provide the required documentation. TBS CERTIFICATS will then apply the here above defined cancellation policy.

7.5. For the avoidance of doubt, the Customer shall not be entitled to any refund in the event that a Product plan is suspended or cancelled by reason of the Customer's breach of duty to update its due diligence information referred to in clause 6.2.4.

8. NO GUARANTEE

8.1. TBS CERTIFICATS reminds you that when acting as a reseller, TBS CERTIFICATS is the intermediary between the Certification Authority supplying the Product and you. Consequently, Products supplied by TBS CERTIFICATS are subject to the terms and conditions of guarantee (if any) set by the Certification Authority. Many Certification Authorities supply Certificates 'as is' without a guarantee. TBS CERTIFICATS does not give any guarantee in respect of such Products.

8.2. If the Certification Authority supplying a Product gives a warranty or guarantee, to avail itself from it, the buyer shall inform TBS CERTIFICATS in writing of the defect(s) within 20 days of receipt of our email containing the link to the Product.

8.3. Non-recognition of a Certificate by a particular browser shall not in itself be regarded as a defect. If the relevant Certification Authority gives a guarantee in respect of a Product it supplies and it is shown that it has made an error in ensuring compliance of the Product with the applicable standards such as the ITU-T Recommendation cited in clause 2.2, which results in the non-recognition, the error may be a defect. Please contact TBS CERTIFICATS to establish whether there is a defect and, if so, whether it is covered by the guarantee.

9. EXEMPTION and LIABILITY LIMITATION

TBS CERTIFICATS shall not be liability for damages (including those resulting from negligence), including direct or indirect damages, any loss or damage to production, business interruption, missed opportunity, data loss, financial or trade loss or other damages sustained following the use or failure of the issued Products.

10. LANGUAGE

Products sold by TBS CERTIFICATS are provided in the supplier's language of choice (English or French predominantly). TBS CERTIFICATS shall therefore not be liable or deemed to be in default.

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11. DATA PROCESSING and FREEDOM ACT

All the data stored on our servers is exclusively used within the framework of our activity. The data, optional or mandatory, which is entered into the forms, may be accessed or amended by you. You may also withdraw your consent. The latter can also be transferred to a Certification Authority outside the European Union. To exercise your rights, send an email to: sc@tbs-certificats.com

12. FORCE MAJEURE

12.1. Force Majeure Event means any circumstance not within our reasonable control including, without limitation:

- (a) flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause);
- (i) interruption or failure of utility service; or
- (j) interruption or failure of internet (a series of networks relying on telecommunication or digital transmission links).

12.2. TBS CERTIFICATS shall not be liable or deemed to be in default for any delay or failure or interruption of its performance in the event of Force Majeure.

13. JURISDICTION and APPLICABLE LAW

These terms and conditions shall be governed by the French law. Any disputes arising out of our contact with you shall fall under the exclusive jurisdiction of the Commercial Court of Caen.