

**ARTICLE 1 – Field of application**

The company SOFETEC proposes annual subscriptions to different journals (“Products”) to professional Clients, that it publishes in paper and/or digital format, but also the copy sale of these, without commitment for the Client in the latter case. It also proposes Advertisers to insert advertisements in its publications and on any media that it commercialises.

Any subscription of an advertising order, of a subscription and any copy sale of journals involves from the Client, a professional buyer, the acceptance of these General Terms and Conditions of Sale. The Client acknowledges that the acceptance of these General Terms and Conditions of Sale has the consequence of removing the application of its own General Terms and Conditions of Sale and/or Purchase.

The Client who subscribes to an advertising order is called individually as “the Advertiser”.

The Client and the Publisher are respectively collectively called “the Parties”.

**ARTICLE 2 – Placing of advertising orders**

The subscription of an advertising order is subject to the prior receipt of an insertion order duly signed and bearing the stamp of the Advertiser or of their Purchaser (Advertising Agency). In the latter case, it must be sent to the Publisher together with the insertion order, a copy of the mandate contract or a mandate certificate binding the Advertiser and their Purchaser who must specify, in particular, that these General Terms and Conditions of Sale have been brought to the knowledge of the Advertiser.

The insertion dates are only given to the Advertiser or to their Purchaser for information purposes and subject to availability. An insertion order for a determined date only engages the Publisher after their formal acceptance.

The acceptance of an advertising order only confers to the Advertiser or to the Purchaser the right to occupy the space which has been reserved for them. Indeed, outside of the placements provided at the price, no position can be guaranteed, whatever the stipulations applied to the insertion order.

The Publisher is free to refuse the insertion of an advertising order without it being necessary for them to justify their refusal. Such a refusal gives no right to compensation in favour of the Advertiser or of their Purchaser. The Publisher cannot guarantee that competitor advertisers will not be present on neighbouring or adjacent placements during the same period.

The Advertiser or the Purchaser is committed to informing the Publisher as soon as possible of any modification of the information communicated at the time of their order, such as the invoicing details or bank references.

**ARTICLE 3 – Modification of Orders – Cancellation of Orders**

Any modification of the insertion order must be sent to the Publisher in writing, at least fifteen days before the publication date. It will lead, if needed, to the application of a price recall and will be subject to the acceptance of the Publisher.

Insertion order cancellations can only occur with a notice of six weeks before the publication date provided by recorded letter with acknowledgement receipt.

**ARTICLE 4 – Technical documents and OK to print**

Technical documents must be of quality which complies with the technical specifications of the publications and media communicated by the Publisher. On the contrary, the Publisher cannot be held responsible for bad quality of their production.

The technical composition or transformation costs are always invoiced in addition to the insertion order. The presentation of the technical documents must be done, adhering to the press dates, that is, as a minimum, three weeks before the publication for printed editions. In case of not adhering to this timeframe, the Publisher declines any liability as regards possible delays in publications or media; the placements provided initially however remain invoiced to the Advertiser or to the Purchaser.

Moreover, any OK to print not returned within 48 hours implies the agreement of the Advertiser or of the Purchaser and removes liability from the Publisher.

The technical documents provided by the Advertiser or the Purchaser to the Publisher not claimed within a timeframe of six months following the publication or the planned date of publication will be destroyed.

**ARTICLE 5 - Prices – Payment conditions**

The Advertiser is liable for the payment of the advertising order that they will have sent directly or by way of a Purchaser. All orders are invoiced and payable in euros.

A deposit corresponding to 30% of the total price of the order can be required from any new Advertiser, from any new Purchaser or when the Advertiser has not adhered to one or more previous payment deadlines.

The Advertiser must pay each invoice produced by the Publisher as soon as they receive it, and at the latest, on the 10<sup>th</sup> day of the month following the sending of invoice, except for particular payment conditions provided.

In case of late payment and transfer of sums due by the Advertiser beyond the deadline set above, or particular payment deadlines provided, late payment penalties calculated at the annual rate of 10% of the amount, including tax and VAT, of the price of the insertions appearing on said invoice, will automatically and rightfully be acquired to the Publisher, without any formality, or prior formal notice. The Client will support, furthermore, all the costs (in particular, financial, banking and recovery) engaged by the Publisher to obtain the payment.

In case of not adhering to the payment conditions appearing above and in the absence of payment within ten days from receiving a formal notice to pay by the Advertiser, the Publisher reserves the right to suspend the provision of other insertions ordered by the Advertiser, and more generally, to suspend the execution of their obligations and the possible discounts agreed to the Advertiser. In case of early payment, no discount will be applicable.

**ARTICLE 6 – Liability**

The Advertiser or the Purchaser is committed to verify, before any insertion order, that the advertisement needing to be inserted in the Publisher’s journals or on their media, contravenes no right, rule or legislation in force applicable, nor to the recommendations of the Autorité de Régulation Professionnelle de Publicité (ARPP) (Professional Advertising Regulatory Authority), and that it comprises no defamatory and/or damaging content regarding a third party and to justify it, if necessary, to the Publisher. Consequently, the liability of the Publisher could not be engaged by the content and the form of the advertisements, which are distributed in the sole liability of the Advertiser or of the Purchaser.

The Advertiser or the Purchaser is liable for the obtaining of all rights and authorisations necessary for the distribution of the advertisement and of the payment of possible pertaining rights.

**ARTICLE 7 – Intellectual property right**

The graphic creations made by the Publisher on behalf of the Advertiser are intended exclusively to the publications or media forming the subject of the advertising order. These graphic creations will form the subject of a specific invoicing. Any advertising creation executed by the Publisher remains their artistic property.

**ARTICLE 8 – Personal data**

The personal data collected from Clients form the subject of a computerised processing carried out by the Publisher. They are recorded in their Client file and are essential for the processing of their order. This information and personal data are also kept for security purposes, in order to adhere to the legal and regulatory obligations. They will be kept for as long as necessary for the execution of the orders and of the guarantees possibly applicable. The party responsible for processing data is the Publisher.

According to the applicable regulations, the Client has a right of access, correction, removal, and portability of data relating to them, as well as the right to oppose the processing for legitimate grounds, rights that they exercise by contacting the Data Protection Delegate, Mrs Eve Besnard: Tel.: 01.55.38.92.59 and [ebesnard@machinesproduction.fr](mailto:ebesnard@machinesproduction.fr)

In case of complaint, the Client can send a complaint to the Data Protection Delegate of the Supplier of the National Commission for Information Technologies and Civil Liberties.

#### **ARTICLE 9 – Unforeseeable circumstances**

These General Terms and Conditions of Sale expressly exclude the legal regime of unforeseeable circumstances provided for in article 1195 of the Civil Code for all Service Provision operations of the Publisher to the Advertiser. The Parties therefore each renounce to apply the provisions of article 1195 of the Civil Code and of the regime of the unforeseeable circumstances which is provided there, being committed to assuming their obligations, even if the contractual balance is disrupted by circumstances which were unforeseeable during the conclusion of the sale, even though their execution proved to be excessively expensive and to support all its economic and financial consequences.

**ARTICLE 10 – Force majeure** The Parties cannot be held responsible if the non-execution or the delay in the execution of any one of their obligations, such as written in these conditions, arises from a case of force majeure, in the sense of article 1218 of the Civil Code.

#### **ARTICLE 11 – Election of jurisdiction**

All disputes to which this contract and the agreements which arise from it could lead, concerning their validity, their interpretation, their execution, their resolution, their consequences and their outcomes, will be subject to the Commercial Court of Nanterre.

#### **ARTICLE 12 – Contract language – Applicable law**

These General Terms and Conditions of Sale and the operations which arise from it are governed by French law. They are written in French. In the case where they would be translated into one or more languages, only the French text would prevail in case of dispute.

### **PARTICULAR SUBSCRIPTION TERMS AND CONDITIONS**

These Particular Subscription Terms and Conditions are applicable to the sale of journals in paper format, also copy sales, and journals in digital format available on the Publisher's website.

#### **1 – Placing of subscription orders**

Orders form the subject of a purchase order signed by the Client and sent to the Publisher. The Publisher has electronic ordering means (including acceptance and confirmation) (site references) allowing Clients to order under the best conditions of convenience and speed. For orders placed exclusively online, the recording of an order on the Publisher's website is done when the Client accepts these General Terms and Conditions of Sale by ticking the box provided for this purpose and validates their order. This validation implies the acceptance of all of these General Terms and Conditions of Sale and constitutes a proof of sale contract. The order is definitive when it is received by the Publisher and confirmed by them by sending a return email to the Client. No order which has become definitive can be cancelled or modified.

The Client is committed to informing the Publisher as soon as possible of any modification of information communicated at the time of their order, such as the invoicing details or bank references.

#### **2 - Duration**

Except for particular agreement, any annual subscription takes effect from the 1<sup>st</sup> day of the month following the subscription for a duration of twelve (12) months.

All subscriptions are tacitly renewed upon each expiry, for one year and according to the same composition, except for denunciation sent by the Client to the Publisher by recorded letter with acknowledgement receipt or by any other means validated by the Publisher, at the latest, 2 months before the expiry.

Particular agreement for monthly digital subscriptions without commitment. The subscription will take effect on the date of the payment made by the Client via the account that they have created on the machinesproduction.fr website and will be tacitly renewable. Upon each anniversary date, a direct debit will be generated on the payment means chosen by the subscriber, for the following period. The subscriber can suspend their subscription at any moment via their account. This will actually end on the anniversary date.

#### **3 - Prices – Payment conditions**

All orders are invoiced and payable in euros. The payment can be made by cheque, bank card, bank transfer or direct debit as soon as the Client resides in mainland France or in an overseas department. In other cases, it can be made by bank card, bank transfer or direct debit. The payment means accepted by the Publisher are specified before validation of the order when this is done online through the website.

Failing payment under 30 days from the receipt of the invoice, the contract can be terminated without any formality by the Publisher, the Client still owing the Publisher the full payment of the price of the subscription or of the journal edition.

#### **4 - Delivery**

The Publisher chooses the method of shipping the products. The products are delivered to the address indicated by the Client. The Publisher will take every care in delivering the orders accepted, as soon as possible. Any delivery date appearing on a purchase order or on any other document, will only have an indicative value.

It is the Client's responsibility to express a reservation, if necessary, in case of damage during transport. The products delivered are considered as compliant with the order, failing any written complaint from the Client within a timeframe of 15 days from the delivery. The Publisher's obligation is limited to replacing the faulty product.

#### **5 – Intellectual property right**

The content of the journals written by the Publisher is protected, for the whole world, by copyright and, if necessary, by the law protecting databases, which the Publisher produces. This content therefore can, in no way, form the subject, even partially, of any reproduction, representation, loan, exchange or transfer, total or partial extraction of data and/or a transfer onto another medium, modification, adaptation, arrangement or transformation, other than under the conditions below.

Only a right of use, excluding any transfer of property right of any type other than what is agreed to. Therefore, only the reproduction and the representation of the content such as authorised by the Intellectual Property Code are authorised, for strictly personal benefit and for a professional use, in the sole framework of enriching a client dossier. Furthermore, the Client is prohibited from reconstituting the database(s), from redistributing their content, of any type at all, and more generally, from damaging, directly, indirectly or through third parties, in any way at all, to the rights of the Publisher.