

General Terms and Conditions of Service between Professionals

ARTICLE 1: GENERAL PROVISIONS

These General Terms of Sale of services, hereinafter referred to as "GTS", form the agreement governing, during its term, the relations between APEX and its customers as part of the sale of services.

The Customer can view and print these GTS before placing an order on the APEX website: www.club-apex.com

For any service the Customer orders, he fully and unreservedly accepts these GTS.

If APEX does not implement a particular clause established in its favour in this document, it cannot be interpreted as waiving its right to invoke it.

These GTS exclude any application of the terms of purchase of APEX's co-contractors.

These GTS may be supplemented by special terms of sale.

ARTICLE 2: NATURE OF SERVICES

All the services rendered by APEX are subject to these GTS.

ARTICLE 3: MEMBERSHIP WITH APEX

Customers who order services from APEX must belong to the association beforehand, allowing them to become a member.

ARTICLE 4: ORDERING SERVICES FROM APEX

APEX shall take action at the express request of the Customer.

A purchase order, an estimate or an agreement shall be drawn up for all services.

This document, which APEX shall send the Customer, specifies:

1. The nature of the service(s) requested by the Customer;
2. The price of the service(s) not including tax;
3. The invoice amount on ordering;
4. The terms of payment if they differ from those stipulated in the GTS; and
5. A reminder that the Customer must fully comply with the GTS.

To confirm his order firmly and definitively, the Customer must return to APEX this document dated and signed or send APEX an email confirming his agreement.

The order shall only be approved after receipt of this document or the agreement email.

APEX shall send the Customer the invoice on ordering; the service shall begin on payment of this invoice when the Customer places his order.

Failing receipt of the Customer's agreement and payment of the invoice on ordering, APEX reserves the right not to start the service. If the order is approved, the Customer fully and unreservedly accepts these GTS.

ARTICLE 5

Any amendments to the order requested by the Customer shall only be taken into account, within APEX's limitations, if they are notified in writing before the date scheduled for the provision of the services ordered, once the Customer has signed a specific purchase order and any price adjustments have been made.

ARTICLE 6

If the Customer cancels the order, at any time, after APEX has approved it, for any reason whatsoever except a force majeure, APEX is automatically entitled to the invoice amount on ordering and the cancellation shall not give rise to any reimbursement.

ARTICLE 7: PRICES

The prices of the services are as specified in the agreement document (whatever the wording used, whether purchase order accepted, estimate accepted or agreement, etc.) and accepted by the Customer. They are stated in euros.

They are understood to be exclusive of tax, with VAT specifically applied on top.

Prices can be calculated at a set rate, per hour, or per day.

The price of the service cannot under any circumstances be renegotiated once the service has been rendered.

Specifically, in case of a change in economic data throwing the agreement out of balance or of changes in tax data, APEX reserves the right to amend its prices and pledges to inform the Customer at least one month beforehand.

The Customer cannot cancel his order in the event of price changes.

The Customer may, however, cancel services not rendered as at the day of the price change.

Services already executed must be paid at the rate agreed as at the order date: in this case, changes in tax data including, in particular, the VAT rate shall still apply.

The Parties agree that payment by the Customer of the full APEX order constitutes receipt and final acceptance of the services.

ARTICLE 8: TERMS OF PAYMENT

Invoices on ordering and for the balance due are payable on receipt. Discounts cannot be granted in case of early payment.

ARTICLE 9: LATE PAYMENT

Any late payment or non-payment shall automatically result in the following:

- The Customer must immediately pay any outstanding amounts;
- APEX is entitled to suspend the provision of the current service and to postpone any new orders or delivery unless the Customer provides satisfactory guarantees or a cash payment; and
- Penalties shall apply: Pursuant to the provisions of article L441-10 of the Commercial Code amended by [ordinance no. 2019-359 of 24 April 2019, article 1](#), penalties are applicable if amounts due are not paid on the payment date stipulated in the invoice. Late payment penalties are equal to three times the legal interest rate. They are payable as of right, with no requirement to issue a reminder. In addition, in case of late payment, a set fee of €40 for recovery costs is due. If the recovery costs are above €40, the creditor can claim from the debtor, on justification, an additional fee.

ARTICLE 10: TERMINATION

Either of the Parties may terminate the agreement immediately if one of the Parties terminates his or its activities, payment is suspended, or receivership, judicial liquidation or any other situation occurs with the same effects after a formal notice is sent to the receiver (or liquidator) without any response within the time limits laid down by the applicable legal provisions for the matter concerned.

In the event of termination in the above cases:

- The service provision agreement shall automatically end on the relevant date;
- APEX shall be released from its obligations regarding the service(s) covered by this order on the termination date;
- APEX undertakes to return to the Customer no later than thirty (30) working days after termination, all the documents or information provided by the Customer; and
- The Customer shall pay the sums for the services rendered up to the effective termination date and not yet paid.

ARTICLE 11: FORCE MAJEURE

Neither Party can be deemed to have failed to perform his or its obligations or held liable if this obligation is affected, temporarily or permanently, by an event or a cause of force majeure as defined by article 1218 of the Civil Code and by case law.

Up to five (5) working days after the occurrence of such an event, the Party defaulting due to a force majeure pledges to inform the other Party by registered letter with acknowledgment of receipt and to furnish proof. The defaulting Party shall make every effort to eliminate the causes of the delay and shall start performing his or its obligations again as soon as the event referred to has ended. However, if the cause of force majeure continues beyond a period of fifteen (15) working days from the date of receipt of the notification of the force majeure event, both Parties are entitled to terminate the agreement, without any entitlement to damages. Said termination shall take effect on the date the other Party receives the termination letter sent by registered post with acknowledgment of receipt. If the Customer terminates the agreement due to a force majeure, the Customer must pay the service provider all amounts due up to the termination date.

ARTICLE 12: OBLIGATIONS AND CONFIDENTIALITY

APEX undertakes to:

- Treat with the strictest confidence the information provided by the Customer, and indicated as such;
- Refrain from disclosing any information about the services provided for its customers;
- Return any documents provided by the Customer at the end of the assignment; and
- Sign a confidentiality agreement if the Customer wishes.

The Customer pledges to:

- Provide APEX with all the information required for the smooth running of the services;
- Inform APEX of any change in situation that would result in a service ordered being amended or cancelled; and
- Pay any service due on receipt of the invoice. (See article 8.)

ARTICLE 13: BRANDS AND LOGOS

The Customer is strictly prohibited from using or affixing in any way the brand and/or logo belonging to APEX, unless APEX gives prior and express consent.

It is specified that the APEX CLUB has registered the B'WellCome brand and logo with the National Industrial Property Institute (INPI).

ARTICLE 14: RESPONSIBILITIES AND LIABILITY

Considering the nature of the services provided, APEX's obligation is a best-efforts obligation. APEX undertakes to perform the services in accordance with standard practice and in the best way, under the terms and conditions of the agreement, as well as in line with the applicable laws and regulations.

The Customer, for his part, undertakes to make available to APEX within the agreed time limits all the information and documents essential for the proper performance of the service and for a correct understanding of the problems posed.

APEX cannot be held liable for:

- An error caused by a lack of information, incorrect information or information submitted outside the set time limits by the Customer; or
- A delay caused by the Customer which would make it impossible to meet the deadlines agreed to or prescribed by law.

Taking into account the particularity of the services performed by APEX, it cannot be held liable if there is a delay in the performance of the agreed service(s) and this cannot give rise to any cancellation by the Customer, late payment penalty, damages or reimbursement provided that the delay in rendering the services is no longer than SIX months.

If APEX is held and found to be liable, its liability shall be limited to 50% of the total amount excluding taxes actually paid by the Customer. Services not affected shall be paid for in full.

ARTICLE 15: DISPUTES

These GTS and the services provided between the Parties are governed by French law.

They are written in French. If they are translated into multiple languages, only the French text is valid in the event of a dispute.

If a dispute cannot be resolved amicably and is ongoing between the Parties as to the execution or interpretation of the GTS, it shall come under the exclusive jurisdiction of MARSEILLE Commercial Court, regardless of the number of defendants or recourse under guarantee and including for emergency proceedings, preventive or interlocutory proceedings or on request