

Country Specific Terms

France

If the contracting TD SYNEX Entity is

TD SYNEX France S.A.S

**5, avenue de l'Europe,
77600, Bussy Saint-Georges,
France**

Company No: 722 065 638

VAT: FR07722065638

ADEME Unique Identifier Numbers:

- **WEEE: FR001634_05IVKE**
- **Batteries: FR001634_06SBEZ**
- **Paper: FR001634_03ORWS**
- **Packaging: FR001634_01VDQI**

the following Country Specific Terms shall apply:

Clause of Terms and Conditions	Modification/Supplement
1.2	<p>Clause 1.2 shall be deleted and replaced by the following clause:</p> <p>“The Agreement shall include any terms and conditions agreed between the parties as well as these Terms and Conditions and any documents referred to herein. Terms and conditions of Buyer are explicitly rejected and shall not apply, even if Buyer refers to its own terms and conditions in his offer, acceptance or otherwise and TD SYNEX does not object. No other agreement, statement or promise modifies these Terms and Conditions unless it is mutually agreed in written form or electronically by electronic signatures, email or TD SYNEX portals (“Electronically”). Should negotiations take place between parties, such negotiations shall be led in good faith and in a balanced manner.”</p>
1.3	<p>Clause 1.3 shall be deleted and replaced by the following clause:</p> <p>“In case of any inconsistencies between any individual agreements in place between TD SYNEX and Buyer and these Terms and Conditions or any other terms and conditions referred to herein, the individual agreements shall prevail.</p> <p>Finally, each Party undertakes to keep confidential all information disclosed verbally or in writing or in any other form by either of the Parties, before and/or after the signing or acceptance of these Terms and Conditions, in particular, and without this list being exhaustive, of a commercial, financial or technical nature, whether marked “confidential” or otherwise identified as such by either of the Parties.”</p>
4.1	<p>Clause 4.1 shall be deleted and replaced by the following clause:</p> <p>“Any offerings on TD SYNEX’s website, in materials, quotes or otherwise, are nonbinding invitations to tender only.</p> <p>In case of promotional offer related to a Product, the associated specific terms and conditions will be displayed and made available to Buyer on TD SYNEX’s website, under its Buyer account, or reproduced on the relevant quote.”</p>
5.1	<p>Clause 5.1 shall be deleted and replaced by the following clause:</p> <p>“Deliveries are made CPT (Incoterms 2020) to the named destination agreed between the parties, to the extent these Terms and Conditions do not provide for otherwise. In case of an agreed pickup of the Products by Buyer, deliveries are made EXW (Incoterms 2020) at the agreed pickup location.</p> <p>Logistic Costs are subject to the current “Logistic Costs” schedule available on TD SYNEX’s website.”</p>

5.4	<p>Clause 5.4 shall be deleted and replaced by the following clause:</p> <p>“TD SYNEX’s estimated delivery and service dates are nonbinding, unless explicitly stated otherwise. TD SYNEX will use commercially reasonable efforts, but is not obligated, to deliver or provide services on such estimated dates.</p> <p>No penalty of any kind that may be included in any commercial or contractual document issued by the Buyer will be applied to TD SYNEX and cannot be set off against the sums due to TD SYNEX, unless otherwise agreed in writing by such parties.”</p>
6.7	<p>Clause 6.7 shall be deleted and replaced by the following clause:</p> <p>“Buyer is not entitled to set off his own receivables against any sums due to TD SYNEX, except where set-off is automatic by law.</p> <p>Notwithstanding any contrary specific condition, the parties agree that no other set-off may take place between any sums owed by a Supplier to the Buyer, which are likely to transit through TD SYNEX in respect of commercial operations known as „Pass Through“ in particular, and any sums which the Buyer may owe to TD SYNEX, without TD SYNEX’s prior written approval confirming receipt of the said sums owed by the Supplier.”</p>
6.8	<p>Clause 6.8 shall be deleted and replaced by the following clause:</p> <p>“In case of payment default, TD SYNEX may charge late payment interest in accordance with applicable law, payable per day of delay as of the day following the payment date indicated on the invoice. The applicable rate for late payment is equal to the three (3) times the statutory interest rate in effect, in addition to a penalty of € 40 for late payment as per Article L. 441-10 of the French Commercial Code.</p> <p>Furthermore, TD SYNEX has the right to invoice Buyer for any other payments outstanding to TD SYNEX, in which case all such invoiced payments shall become due immediately on receipt of the invoice by Buyer. TD SYNEX’s right to claim for further damages related to payment default in accordance with applicable law shall remain unaffected.”</p>
6.11	<p>Clause 6.11 shall be added as follows:</p> <p>“In the event of payment with receipt of funds made within ten (10) days of the invoice date, an early payment discount calculated at the annual rate of two point five per cent (2.5%) will be granted by TD SYNEX to Buyers having a credit line. That discount is calculated on the net amount received.”</p>
8.2	<p>Clause 8.2 shall be deleted and replaced by the following clause:</p> <p>“While Buyer may be entitled to collect payments from its customers in the course of ordinary business, Buyer agrees to assign all of its future receivables under each contract for Vendor services to TD SYNEX as security. Buyer undertakes to immediately inform its respective customers of the assignment of such receivables to TD SYNEX. TD SYNEX reserves the right to disclose this assignment to Buyer’s customer and proceed to collect such receivables directly from Buyer’s customer. Where permitted by local law, any payments collected by Buyer from its customer but not yet due under the Vendor’s invoicing scheme must be secured by Buyer to be available to TD SYNEX in the event of an insolvency.”</p>
9.2	<p>Clause 9.2 shall be deleted and replaced by the following clause:</p> <p>“Buyer is entitled to resell the Retained Product to its customers in the ordinary course of business as long as it is not in default with its payment obligations towards TD SYNEX based on or in connection with this Agreement or other agreements between the parties. Buyer hereby assigns to TD SYNEX (which hereby accepts such assignment) its payment claims towards its own customers resulting from such resale, effective as of the moment such payment claim arises. Buyer undertakes to immediately inform its respective customers of the assignment of the respective claim to TD SYNEX. Buyer is entitled to collect such payments as long as it is not in default with its payment obligations towards TD SYNEX based on or in connection with this Agreement or other agreements between the parties. Where permitted by law, once the Retained Product is processed or combined with other items (the “Processed Product”), TD SYNEX’s retained title transfers to a share in the title in the Processed Product reflecting the value of the Retained Product relative to the value of the Processed Product.”</p>

11.3	<p>Clause 11.3 shall be deleted and replaced by the following clause:</p> <p>“Subject to Clause 11.1 and to the extent permitted by applicable law, Buyer’s sole remedy for TD SYNEX’s breach of its warranty under Clause 11.2 are, at TD SYNEX’s choice: (i) repair of the Products; (ii) replacement of the Products; or (iii) the return of the Product and refund of the purchase price paid. For Products purchased in France only Buyer as a professional customer shall be liable towards consumers for the conformity obligation, as defined by Article L. 217-4 of the French Consumer Code.”</p>
16.	<p>Clause 16 shall be deleted and replaced by the following clause:</p> <p>“TD SYNEX is permitted to assign or transfer to any TD SYNEX Entity or any other third party or otherwise dispose of the Agreement or any of its rights and obligations thereunder without consent of Buyer. TD SYNEX undertakes to immediately inform Buyer of the assignment of the respective claim or obligation to a third party. Buyer is not permitted to assign or transfer to any third party or otherwise dispose of the Agreement or any of its rights and obligations thereunder without prior consent of TD SYNEX in written form or Electronically which shall not be unreasonably withheld.”</p>
26.	<p>Clause 26 shall be deleted and replaced by the following clause:</p> <p>“Unless otherwise agreed, the place of performance for all obligations of the parties based on or in connection with the Agreement is the corporate seat of TD SYNEX.</p> <p>Unless otherwise specified by any applicable legal provisions, the Commercial Court of Paris is expressly awarded jurisdiction for any litigation, dispute or claim that may arise between TD SYNEX and the Buyer, including in the event of summary proceedings, the introduction of third parties or multiple defendants.”</p>
30.	<p>Clause 30 “Pricing error” will be added as follows:</p> <p>“In the event of obvious pricing error attributable to TD SYNEX as such as TD SYNEX would have never contracted with the Buyer for this price, TD SYNEX is entitled, as from the acceptance of the order, to:</p> <ul style="list-style-type: none"><li data-bbox="399 1187 1514 1254">• Invoice the Buyer for the actual price of the Product at the order date, subject to the prior written consent of the Buyer;<li data-bbox="399 1265 1514 1319">• Cancel the order or, if the Products have already been delivered, have them collected at TD SYNEX’s expense.”
