GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS APPLICABLE TO ANY CONTRACT

Article 1 – Purpose and scope of the general terms and conditions

1. These general terms and conditions shall apply in their entirety to any contract entered into by and between the company iTEC Information Technology and Printer Services S.A., registered with the Luxembourg Trade and Companies Register under number B103391, having its registered office at L-3372 LEUDELANGE, 2, rue Léon Laval, (hereinafter referred to as "ITEC"), and any natural or legal person, whether public or private, acting, whether directly or through another person acting on its behalf, for purposes falling within the scope of its commercial, industrial, craft or professional activity (hereinafter referred to as the "Client"), regardless of the place of delivery or performance.
2. These general terms and conditions may be supplemented or amended by special conditions and/or by the offer, which shall prevail in the event of any inconsistency with these general terms and conditions.
3. By signing or performing any document referring to these general terms and conditions, the Client shall be deemed to have accepted them, and no exception shall be permitted without ITEC's prior and express consent.
4. Any provision amending these general terms and conditions shall be null and void by ITEC unless it results from a written amendment to the contract duly executed by both parties. Any term inconsistent with these general terms and conditions, unilaterally imposed by the Client in its own general terms and conditions or in any other document, shall be unenforceable against ITEC, irrespective of the time at which ITEC becomes aware thereof.
5. ITEC reserves the right to amend these general terms and conditions at any time, in particular to reflect changes in applicable laws and regulations. The amended general terms and conditions shall be deemed accepted by the Client if they have been duly communicated by ITEC and no objection has been received from the Client within fifteen (15) days following notification of such amendments.
6. These general terms and conditions cancel and replace all prior agreements, whether written or oral, between ITEC and the Client.
7. These general terms and conditions, as well as the special conditions and/or the offer, shall be binding upon ITEC only if they have been duly signed or countersigned by ITEC.
8. For the purposes of the general terms and conditions, the term "Contract" shall mean the entire set of agreements entered into between ITEC and the Client for the sale or lease of goods or the provision of services and shall in all cases include these general terms and conditions together with the special conditions and/or the offer.
9. In the event of any discrepancy or inconsistency in the interpretation of the different language versions of these general terms and conditions, the French version shall prevail.

Article 2 – Duty of disclosure

1. The Client undertakes to communicate to ITEC, accurately and comprehensively, all of its requirements. The Client acknowledges having been duly informed and advised by ITEC regarding the functionalities of the equipment sold or leased as well as the conformity of such equipment or of the services subscribed to with the Client's stated requirements. In any event, ITEC shall not be liable for any damage arising from inaccuracy or erroneous information provided by the Client.
2. The client expressly acknowledges being a professional and having made, under their sole responsibility, the choice of equipment and IT infrastructure owned by it and used for the performance of the contract. By using ITEC's services, the Client acknowledges that such services are suitable for their intended and meet the Client's operational and processing requirements.

Article 3 – Offers, orders and fulfilment

1. Any offer issued by ITEC shall remain valid for thirty (30) days from the date of its issuance. ITEC reserves the right to amend or withdraw the offer in the event of an increase in the cost of raw materials, fluctuations in exchange rates, modifications to the initial project during execution, or any other circumstance beyond ITEC's reasonable control.
2. ITEC reserves the right to refuse any order placed by the Client, even where such order is based on an offer or price quotation previously communicated by ITEC.
3. Any order placed with ITEC shall be deemed firm and binding upon the Client as from ITEC's receipt of the purchase order or any other document evidencing the order. The Client acknowledges that it has placed the order with full knowledge and understanding, having been duly informed by ITEC of the advantages and limitations of the products and/or services provided.
4. ITEC shall use reasonable endeavours to perform the order within the agreed time limits.
5. Deliveries and services shall be deemed irrevocably accepted and duly performed in the absence of any objection by the Client within five (5) working days of delivery of the product and/or the provision of the service.

Article 4 – Prices, invoicing and payment

1. The prices indicated on the ITEC's website, in catalogues or in any promotional or advertising materials are expressed in euros, unless otherwise stipulated. Such prices are provided for information purposes only, and ITEC reserves the right to modify them at any time without prior notice. ITEC disclaims all liability for any errors and/or omissions contained in its catalogues or other publications.
2. In the event of any change, after the order or the date of execution of the Contract, in exchange rates, applicable taxes, purchase prices from manufacturers or publishers, or prices set by subcontractors, ITEC reserves the right to adjust the sales prices accordingly. Any such adjustment shall require the Client's renewed acceptance for the Contract to be validly established.
3. Unless otherwise stipulated, the prices applicable by ITEC shall be those specified in the special conditions. Hourly rates, contractual fees and miscellaneous charges shall be automatically adjusted in accordance with the wage index scale (échelle mobile des salaires) published by STATEC and shall be applied to the monthly instalments due under the Contract.
4. For the performance of any maintenance or repair services, ITEC shall apply the hourly rate in effect on the date of execution of the relevant service.
5. Except in the case of sales, prices shall be calculated on the basis of volumes (in particular copies, prints, scans, etc.) as estimated by the Client in the special conditions and/or the offer. If the estimated volumes are not reached at the end of the period specified in the special conditions and/or the offer, ITEC reserves the right to claim a supplement equal to the total price that would have been invoiced to the Client had the estimated volumes been reached. Such prices and volumes may, where appropriate, be revised to reflect the Client's needs. The unit price per work item (copy, page, document, etc.) may be adjusted as requirements and, for copies, according to toner consumption depending on the fill rate of the copied or printed documents. Any such modifications shall be the subject of a written amendment to these general terms and conditions.
6. Amounts due in respect of rental and/or service provision shall be payable monthly and in advance, as specified in the special conditions.
7. Invoices, indicating prices inclusive of applicable duties and taxes, shall be issued in euros and shall be payable within thirty (30) days from the invoice date.
8. ITEC reserves the right to require payment of amounts due by direct debit, to request advance payments, and/or to assign its receivables to a factoring company. The Client expressly authorises ITEC to collect any amounts due in the respect of service fees or rental payments directly, or through a banking or financial institution of ITEC's choice, by direct debit from the Client's bank account. To this end, the Client undertakes to notify its financial institution accordingly and to authorise payment upon presentation of the relevant instruments or debit notices.
9. Any late payment shall automatically accrue interest in favour of ITEC, without the need for prior notice or formal demand, at a rate of two point five per cent (2.5 %) per month. Such interest shall be payable by the Client in addition to the principal amount due. ITEC reserves the right to initiate legal recovery proceedings should the Client fail to respond to three (3) reminders.
10. In the event of non-payment within the above-mentioned period, ITEC shall be entitled to claim from the Client, without prejudice to any procedural indemnity, potentially higher, that may be granted by a court pursuant to Article 240 of the Luxembourg Code of Civil Procedure, a lump-sum compensation equal to fifteen per cent (15 %) of the principal amount including VAT, with a minimum of EUR 1,500.00 (one thousand five hundred euros), unless ITEC can justify higher recovery costs, for all recovery expenses not included in the legal costs incurred as a result of the late payment.
11. Late payment shall furthermore suspend any pending orders and to request the return of equipment, in accordance with the specific provisions of these general terms and conditions.
12. Invoices not contested in writing within eight (8) days of receipt shall be deemed accepted, and the Client may not invoke a change of address to justify the expiry of the objection period. In any event, the Client shall pay all undisputed amounts where it contests only part of an invoice issued by ITEC.

Article 5 – Delivery and Transfer of Responsibility

1. Unless otherwise stipulated in the special conditions and/or the offer, delivery of the equipment shall take place at ITEC's facilities, either by handover to the Client or to the carrier, or by notice of availability, or by identification of the equipment for transport.
2. Where delivery of the product does not take place at ITEC's facilities, all transport and travel costs to be borne by the Client shall be notified by ITEC to the Client in advance of delivery.
3. Upon receipt of delivery, the product shall be under the Client's responsibility, and the Client shall bear all risks of loss or damage and shall take out appropriate insurance coverage, irrespective of the date of transfer of ownership. In the event of loss or damage occurring during the transport, the Client shall exercise its recourse directly against the carrier(s). Should the Client fail to take delivery of the product, ITEC shall be entitled to invoice immediately the price of the product together with any additional costs incurred as a result of the Client's failure to take timely delivery.
4. Delivery, performance or intervention times indicated by ITEC are provided for information purpose only and are based on an average estimated lead time. Temporary unavailability of a product due to stock shortage or justified delay in performance shall not entitle the Client to cancel the overall order without ITEC's express consent, nor to claim any compensation from ITEC. In the event of a stock shortage affecting one or more ordered products, ITEC may proceed with partial delivery and corresponding partial invoicing of the available products.

Article 6 – Subcontracting

1. ITEC reserves the right to subcontract all or part of its services to third-party companies, provided that such activities do not constitute functions falling directly within the scope of its authorization as a support PSF.
2. In the context of activities carried out for the financial sector in Luxembourg: (1) the cascading subcontracting of a critical or important function is not permitted; (2) ITEC acknowledges and accepts the right of the Client and the competent authorities to inspect and audit the services provided under the established contract; (3) ITEC provides the Client with periodic reports necessary for the monitoring of the outsourced services, where applicable; (4) ITEC implements business continuity and disaster recovery plans appropriate to the outsourced services. These plans are tested regularly and updated to ensure operational resilience and service availability.
3. ITEC shall remain fully responsible for the proper performance of the tasks entrusted to its subcontractors. ITEC shall ensure that each subcontractor provides appropriate guarantees with respect to security and confidentiality.

Article 7 – Ownership of the equipment

1. Title to the equipment sold shall remain vested in ITEC until full and effective payment of the purchase price has been received by ITEC.
2. In the absence of full payment of the purchase price, ITEC may, at any time, repossess the product from the Client. ITEC may also repossess any unpaid product from any sub-purchasers or require direct payment from such sub-purchasers.
3. Until full payment of the purchase price has been made, the Client may not pledge, exchange or otherwise transfer ownership of the product as security. Furthermore, the Client shall remain liable to ITEC for any loss, disappearance, deterioration or wear of the equipment.
4. Any leased equipment shall remain the property of ITEC or of its financial partners or subcontractors. The equipment may under no circumstances be altered for repairs and maintenance necessary to ensure its proper functioning (subject to ITEC's prior authorisation). The Client may not sell, pledge, sublease or otherwise make available, in whole or in part and in any manner whatsoever, the equipment to any third party without ITEC's prior written consent.

Article 8 – Client's obligations

1. The Client shall ensure compliance with intellectual property rights and the lawful use of the creations, productions and software that it chooses to install, or have installed, on its systems by ITEC. The Client shall not reproduce or copy such materials by any means whatsoever, nor transmit them to any third parties without the express prior authorisation of ITEC and/or their respective rights holders.
2. Under no circumstances shall ITEC be held liable for any unauthorised use of software by the Client. The Client shall indemnify and hold ITEC harmless against any damage arising from the unauthorised use of any creations, productions or software by the Client.
3. The Client's use of any equipment, solution or service provided by ITEC under these general terms and conditions shall constitute full acceptance thereof. Once accepted, the Contract and the services may not be cancelled by the Client.
4. The Client undertakes to actively cooperate with ITEC to ensure the proper performance of the services, in particular by granting ITEC timely access to the premises, systems, data and information necessary for such performance.

Article 9 – Assignment

1. Notwithstanding ITEC's right to enter into subcontracting agreements with third parties for all or part of its services, a party may assign, sublicense or otherwise transfer any of its rights arising from any order, contract or agreement without the other party's prior written consent. Such consent shall not be unreasonably withheld or delayed, it being understood, however, that nothing shall prohibit or limit ITEC's right to assign, sublicense, transfer or otherwise dispose of any of its rights or obligations to its subsidiaries or affiliated companies.
2. The Client acknowledges that ITEC has informed it of the possibility of an assignment, pledge, delegation or subrogation, in whole or in part, of the rights and obligations (including the sale of equipment) arising from the contract between ITEC and the Client, in favour of any natural or legal person chosen by ITEC.
3. In accordance with paragraph 1 of this Article 9, the Client hereby authorises and accepts such operation in advance and undertakes, at ITEC's first request, to sign any documents necessary for the legal and administrative completion of the operation. Where applicable, such operation may be notified to the Client by registered letter with acknowledgment of receipt or by extrajudicial act.
4. In connection with any such assignment, the Client undertakes to pay all amounts due hereunder to the beneficiary of the operation (ITEC's contracting third party). The Client irrevocably waives any right of set-off, deduction or contractual claim based on any counterclaim it may assert against ITEC. The Client further waives any right of recourse against the beneficiary (ITEC's contracting third party) arising, in particular, from the manufacture, delivery or installation of the equipment.

Article 10 – Non-solicitation

1. The Client undertakes, except with ITEC's prior written consent, not to solicit, employ, engage or otherwise retain, directly or indirectly, the services of any employee of ITEC. This undertaking shall remain valid in force throughout the duration of the business relationship and for a period of two (2) years thereafter. In the event of any breach of this non-solicitation and non-poaching obligations, the Client irrevocably undertakes to pay ITEC a compensatory indemnity equal to not less than twelve (12) months of the employee's gross remuneration, including all bonuses and employer social contributions.

Article 11 – Processing of personal data

1. ITEC acts as the Data Controller of the personal data relating to natural persons from whom it collects such data when opening a client account or when an agreement is entered into with the Client.
2. ITEC undertakes to retain personal data only for as long as strictly necessary to achieve the purposes for which such data were collected, subject to any statutory retention obligations.
3. Any contract entered into between the Client and ITEC may involve the collection by ITEC, from the Client, of personal data, the processing of which is necessary for the performance of the business relationship or for compliance with legal obligations. Where required for the performance of the contract, such data may be processed, recorded and archived by ITEC, and may also be disclosed to third parties or subcontractors. Any processing or disclosure of personal data shall be carried out in compliance with Luxembourg law and European Union law, including Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (hereinafter the "GDPR").
4. ITEC reserves the right to disclose or transfer to the beneficiary of any assignment, pledge, delegation or subrogation referred to in Article 9 hereof, and where applicable to its affiliated companies, all data relating to the Client, including its personal data. The Client expressly and in advance consents to such disclosure or transfer and authorises the beneficiary of the operation (and, where applicable, its affiliated companies) to process such data for the purposes of managing the assigned Contract, for their own legitimate purposes, or for any other lawful reason.
5. The processing of such data is based on the Client's consent obtained upon creation of its client account and, implicitly, on the performance of the agreement concluded with ITEC. Such data shall be treated as strictly confidential and used exclusively for professional purpose within the specific framework of the relevant engagement. Personal data may, inter alia, be processed for the following purposes:
   - Business relationship with the Client;
   - Business relationship with relevant suppliers and subcontractors;
   - Responses to requests for information from competent authorities.

   The Client has the rights of access, rectification, erasure, restriction of processing, objection and data portability, which may be exercised by email at gdpr@ck.lu.
6. Unless otherwise stipulated, such data include the name of the company and/or its representative(s), a postal address for correspondence, a billing address, an email address and a telephone number. However, where necessary for the performance of the contract, the information provided by the Client may be more detailed or extensive.
7. By express agreement, the Client authorises ITEC to record and process the data for the purpose of establishing, management and monitoring of the lease and maintenance contracts entered into with the Client. Unless the Client expressly objected in writing, the Client further agrees that the so-called "multifunctional product" equipment may be subject to remote administrative management.
8. The data may be retained for the entire duration of the contract and for a period of ten (10) years following its expiry, without prejudice to any applicable limitation period or to any legal or regulatory obligation requiring a longer retention period.
9. Access to such data shall be appropriately secured, and ITEC shall notify the Client without undue delay, after becoming aware thereof, of any personal data breach affecting such data.
10. In the event of a confirmed personal data breach, ITEC, acting as Data Controller, shall, upon becoming aware of the breach, take all necessary measures without undue delay and, where feasible, within no more than seventy-two (72) hours, notify the competent authority, namely the Commission Nationale pour la Protection des Données (CNPD) as well as the CSSF, and shall:
    - Provide a description of the nature of the personal data breach, including, where possible, the categories of data, the sample of affected persons and the approximate number of records concerned;
    - Provide the name and contact details of the Data Controller's representative;
    - Describe the likely possible consequences;
    - Report the corrective measures already taken or envisaged to remedy the data breach and/or to mitigate or eliminate any potential negative consequences.
11. If such notification cannot be made within the seventy-two (72) hour period, the notification shall be accompanied by the reasons for the delay, and the information shall be provided in stages.
12. In the event that ITEC is required to transfer the Client's personal data to an international organisation or to a country pursuant to the GDPR or to the law of a Member State to which it is subject, ITEC undertakes to inform the Client immediately and without undue delay before carrying out the requested processing, unless the applicable law expressly prohibits such notification for reasons deemed legitimate by the requesting authority.

Article 12 – Confidentiality

1. The Client acknowledges and accepts that ITEC and its subcontractors may, in the context of the assignments entrusted to them, have access to confidential information. ITEC and its subcontractors shall maintain strict confidentiality with respect to any such information and shall not disclose it to any third party without the Client's prior consent.

Article 13 – Limitation of liability

1. The Client undertakes to use the services or equipment provided by ITEC in a prudent and diligent manner. ITEC shall not be liable for any loss or damage arising from any abnormal use of the leased or sold equipment, or of the services made available to the Client.
2. ITEC shall not be liable for any loss or damage arising from an event not expressly provided for in the contract.
3. Unless otherwise stipulated otherwise, ITEC shall not be liable for any indirect or non-material damages such as loss of production, loss of business, loss of opportunity, financial or commercial loss, or any other damage directly or indirectly attributable to the installation, use or failure of the delivered goods. In particular, ITEC shall not be held liable for damages related to non-delivery, damage or failure of backup, damages related to non-conformity of the equipment with the Client's needs, incompatibility between equipment, or material obsolescence.
4. Unless otherwise stipulated, ITEC's liability for all damages shall be limited to the total amounts paid by the Client for the defective service or equipment, which shall constitute the only basis for the calculation of any compensation. The amount of compensation shall be determined proportionally to the duration of the Contract in the case of service contracts, or to the seriousness of the defect identified by ITEC in the case of sales contracts.
5. In the event of any error or failure in the performance of the service attributable to ITEC, ITEC shall remedy the Client's loss in kind by correcting the proven error or failure. Only where rectification in kind is impossible shall ITEC be required to pay compensation, subject to the limitations set forth in the preceding paragraph.
6. Neither party shall be liable for the non-performance of one or more of its obligations under these general terms and conditions or from the special conditions and/or the offer, where such non-performance is caused by a situation of force majeure.
7. ITEC shall in no event be liable for any damages caused by third parties or by modifications made by the Client or third parties to the equipment, installations or services provided by ITEC. The Client shall be liable for any damage caused to the equipment or installations made available to it and resulting from intervention by the Client or by third parties.
8. Any leased goods shall remain the property of ITEC or of its financial partners or subcontractors. Upon expiry of the lease, ITEC shall recover the equipment. Any alterations to the Client's premises that were necessary for the installation of the equipment under this contract (such as fixing holes, wall marks, paint, etc.) shall not be restored by ITEC.

Article 14 – Handling of complaints

1. Any complaint by the Client shall be communicated to ITEC at the following email address: satisfaction@ck.lu.
2. ITEC undertakes to actively seek and collect feedback and suggestions from the Client with a view to continuously improving its services and strengthening its commitment to client satisfaction.

Article 15 – Inapplicability or invalidity of a clause or part of a clause of these general terms and conditions

1. The cancellation of any clause or part of a clause of these general terms and conditions shall not affect the validity of the remaining provisions.
2. In the event that any clause or part of a clause of these general terms and conditions is deemed unenforceable or void under applicable law, the parties agree to renegotiate it in good faith in order to preserve, as closely as possible, the economic position they would have enjoyed under the provision rendered unenforceable. If they fail to replace such provision with a mutually acceptable and enforceable one: (i) such provision shall be excluded from the general terms and conditions; (ii) the remainder provisions of the general terms and conditions shall be interpreted as if such provision had never been included; and (iii) the remainder provisions of the general terms and conditions shall continue in full force and effect in accordance with their terms.

Article 16 – Termination of the contract and return of equipment

1. In the event of unilateral termination of the contract by the Client, the Client shall notify ITEC of its intention to terminate by registered letter, giving three (3) months prior notice before the expiry of the contract, as provided in the special conditions and/or the offer.
2. In the absence of such notice, and beyond the duration specified in the special conditions and/or the offer, the contract shall be tacitly renewed for the period provided for in the initial contract, under the same conditions and based on the last rent amount.
3. ITEC reserves the right to replace the equipment supplied if any components essential to its operation are no longer manufactured or made available by the suppliers.
4. Should the Client wish to terminate the maintenance contract prior to its expiry, the Client shall remain fully liable for the entirety amount of the rent remaining due until the contractual term provided for in the special conditions and/or the offer.
5. In the event of cancellation of the Client's commitments, notified no later than fifteen (15) days prior to the first scheduled delivery date of the equipment, the Client shall be liable to pay ITEC a cancellation indemnity equal to thirty per cent (30 %) of the amount agreed under the contract. Such cancellation shall take effect only upon full payment of the said indemnity, which must be made within fifteen (15) days of the Client's notice of cancellation, without prejudice to ITEC's right to grant an extension of this period.
6. ITEC may terminate the service contract:

   a) Eight (8) days after a formal notice has remained without effect, in the event of non-performance by the Client of any of its legal or contractual obligations, including, in particular the non-payment of any invoice when due;

   b) Without prior notice in the event of dissolution or liquidation of the Client company, cessation of the Client's business activity, composition with creditors or request for judicial or amicable composition, bankruptcy, insolvency, protest in the Client's name, seizure of its assets, disappearance or depreciation for any reason whatsoever, of one or more securities or guarantees granted to ITEC, failure within one (1) month following signature of the contract to provide, upon ITEC's request, the insurance policy referred to in Article 30 together with an endorsement stipulating that, in the event of a claim, the indemnities shall be paid directly to ITEC, and finally termination, suspension or invalidation of the insurance policy referred to in Article 30 without immediate presentation of another policy.
7. Any subsequent offers by the Client to pay or perform after expiry of the prescribed period shall not affect ITEC's right to enforce termination of the contract, subject to one (1) month's prior notice.
8. Termination of the contract shall be subject to the following conditions:

   a) The equipment and its accessories shall be immediately returned, complete and in good working and maintenance condition to ITEC, at the location designated by ITEC. If necessary, the Client hereby authorises ITEC to enter the premises where the leased equipment is located in order to recover it. All restoration costs, disconnection and removal costs relating to the equipment shall be borne by the Client. In the event that the Client refuses to return the equipment, ITEC may obtain an order for its recovery from the Judge of the Summary Proceedings of the Luxembourg District Court, such order being provisionally enforceable.

   b) In the absence of an amicable return of the equipment within eight (8) days following a registered letter sent by ITEC to the Client to that effect, the Client shall pay ITEC, without prejudice to the procedure referred to in the preceding paragraph, a lump-sum indemnity equal to the residual value of the equipment as determined by ITEC.

   c) The Client shall pay, in addition to any due and unpaid rents increased by contractual interest and the indemnities provided for above, a lump-sum termination and relocation indemnity irrevocably fixed at an amount equal to all rents remaining due until the contractual term, without prejudice to ITEC's right to accept a lesser indemnity. If the Client continues to use the initially leased equipment after termination has taken effect, ITEC shall be entitled to recover, in addition to the lump-sum termination and relocation indemnity equal to the rents remaining due until the normal term of the contract, usage indemnities equal in amount to the contractual rents, it being understood that payment of such usage indemnities shall not reinstate the Client in the benefits of the lease. The foregoing provisions relating to rents, in particular as to due dates, recovery by direct debit, and contractual default interest, shall apply in full to such usage indemnities.
9. The Client is hereby informed that the recovery and selective collection of waste electrical and electronic equipment ("WEEE") originating from users other than households, in accordance with Luxembourg legislation, is not possible, so that WEEE shall not be subject to any take-back or free exchange upon purchase of another equivalent electrical or electronic device. The recovery and collection of WEEE shall remain the sole responsibility of the Client.

Article 17 – Competent jurisdictions and applicable law

1. Any contract entered into between the Client and ITEC shall be governed by Luxembourg law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. In the event of a dispute, the parties shall endeavour to resolve the matter amicably. Failing an amicable settlement, any dispute relating to the interpretation or performance of these general terms and conditions, as well as any dispute relating to the contractual relationship between the Client and ITEC, shall fall within the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. ITEC nevertheless reserves the right to bring proceedings before the courts of the Client's domicile.
3. ITEC elects domicile at its registered office in Luxembourg.
4. The Client elects domicile at the address indicated in the special conditions and/or the offer, which shall constitute the address for valid service or notification of any act or process. However, ITEC reserves the right to effect such service or notification at the last address communicated by the Client.

Article 18 – Penalty clause

1. For each legal action brought by either party against the other in which ITEC prevails, the Client shall be liable to pay a contractual penalty. Such penalty shall amount, for each proceeding (including proceedings initiated by petition and payment orders), to fifteen per cent (15 %) of the principal amount due, with a minimum of EUR 400.00 (four hundred euros) per proceeding.

Article 19 – Final provisions

1. The signatory of these general terms and conditions certifies that he or she is duly authorised to act on behalf of the Client and to bind the Client without restriction, in accordance with the Client's articles of association or with duly conferred delegations of authority. ITEC shall not be required to verify such authority. Consequently, where applicable, the signatory acting as guarantor shall be personally liable both to the company bound by his or her signature and to ITEC.
2. By signing the special conditions and/or the offer and initialling these general terms and conditions, the Client expressly declares, in accordance with Article 1135-1 of the Civil Code, that it accepts all the provisions set out in these general terms and conditions.

2. SALE OF EQUIPMENT

Article 20 – Description of the activity

1. The equipment sales contract covers the sale of equipment manufactured by third-party producers, as identified in the special conditions and/or the offer, and intended for professional use, as acknowledged and confirmed by the Client.

Article 21 – Acceptance of equipment

1. Upon delivery of the equipment, the Client shall be required to sign a document attesting to its conformity with the order.

Article 22 – Services and products provided by third parties

1. The possibility offered to the Client to purchase and directly download applications developed and supplied by the manufacturer or by third parties onto the equipment sold falls outside the scope of this contract.
2. ITEC shall not be held liable either for any malfunctions caused to the equipment as a result of downloading such applications, nor for any malfunction, defect or failure of the applications themselves.
3. In such cases, the provisions relating to warranty and maintenance shall not apply, and any intervention by ITEC shall be invoiced at the hourly rate at the time of the intervention.

Article 23 – Latent defects and warranty

1. In accordance with Article 1643 of the Civil Code, ITEC shall not be liable for any warranty in respect of latent defects known to ITEC at the time of delivery.

3. LEASE AGREEMENT

Article 24 – Financing

1. The company DAICKO S.A., registered with the Luxembourg Trade and Companies Register under number B274245, having its registered office at L-3372 Leudelange, 2, rue Léon Laval, is ITEC's financial partner for leased equipment. For the purposes of leasing contracts, ITEC acts as the authorised agent of DAICKO S.A., the owner of the equipment (both companies hereinafter jointly referred to as "ITEC" for the purposes of Articles 25 to 35 of these general terms and conditions). Should the financial partner not authorise the delivery of equipment outside the territory of the Grand Duchy of Luxembourg, delivery shall take place within the territory of the Grand Duchy of Luxembourg.

Article 25 – Description of the activity

1. These general terms and conditions apply to contracts having as their object the leasing of goods manufactured by third-party producers and intended for professional purposes, the designation of which appears in the special conditions and/or the offer, as acknowledged and confirmed by the Client.

Article 26 – Effective date and duration of the lease

1. Effective Date: The lease shall take effect on the date of delivery of any item of equipment. Rental payments shall become due as from the date specified in the special conditions and/or the offer.
2. Deferred Delivery Attributable to the Client: In the event that delivery of the equipment is delayed due to the need to bring the Client's facilities into compliance with the manufacturer's technical or operational requirements, or for any other reason attributable to the Client, the effective date of the lease shall nevertheless remain unchanged, and the Client shall remain fully liable for payment of the rental fees from that date.
3. Duration of the lease:

   3.1. The initial total duration of the lease ("TDL") shall be as specified in the special conditions and/or the offer. It shall comprise:

   (i) a Base Lease Period ("BLP"), followed, where applicable, by

   (ii) an additional period ("AP"), corresponding to the period between the expiry of the BLP and the expiry of the TDL.

   3.2. The BLP is irrevocable. The Client may not terminate the lease prior to the expiry of this period, for any reason whatsoever, unless otherwise mandatorily required by law.

   3.3. Upon expiry of the BLP, the Client shall have the following options:

   (a) to terminate the contract on the expiry date of said period; or

   (b) continue the lease during the AP until the expiry of the TDL.

   3.4. In order to terminate the Agreement upon expiry of the BLP, the Client must give ITEC written notice of its intention to terminate at least three (3) months prior to the expiry of the BLP. In the absence of such notice, the lease shall automatically continue throughout the AP until the expiry of the TDL.

   3.5. Upon expiry of the TDL, unless notice of termination has been given in accordance with Article 17, the Agreement shall be automatically renewed for a further period equal in duration to the initial BLP, on the same terms and conditions and at the last applicable rental rate. The same shall apply upon expiry of each successive renewal period.

   3.6. Each renewal period shall be subject to the same rules governing duration as the initial period, including in particular those relating to the BLP, the AP and the termination arrangements, unless otherwise provided in the Special Conditions and/or the Offer.

4. Duration of the periods:

   4.1. Unless otherwise stipulated in the special conditions and/or the offer, the BLP shall correspond to the whole number of monthly instalments whose cumulative total does not exceed ninety-five per cent (95 %) of the financed investment cost, as determined on the basis of the total duration of the contract, the acquisition price of the equipment, and the applicable financing rate. The additional period (the "AP") shall correspond to the period between the expiry of the BLP and the expiry of the TDL. For a TDL of 84 months, the BLP shall be 67 months and the AP 17 months. For a TDL of 72 months, the BLP shall be 59 months and the AP 13 months. For a TDL of 60 months, the BLP shall be 51 months and the AP 9 months. For a TDL of 48 months, the BLP shall be 43 months and the AP 5 months. For a TDL of less than 36 months, the BLP shall be equal to the TDL and no AP shall apply.

Article 27 – Acceptance of equipment

1. Upon delivery, the equipment shall be placed under the responsibility of the Client, who shall thereafter bear all risks of loss, theft or damage.
2. Upon receipt of the equipment, the Client shall sign a document attesting to the conformity of the equipment with the specifications set out in the special conditions and/or the offer.

Article 28 – Use of equipment

1. The Client undertakes to use the equipment in a prudent and diligent manner in accordance with the manufacturer's specifications (in particular those relating to environment conditions, consumables, air conditioning and electrical supply) and to take all necessary measures to maintain the equipment in good working condition throughout the duration of the contract.
2. The Client shall be duly informed, in a timely manner, of all requirements necessary for the proper use of the equipment, in particular with regard to electrical supply, air conditioning and the space required for installation.
3. The equipment may not be moved without ITEC's prior written consent. Any relocation operations shall be carried out under the supervision of the owner or the maintenance company, at the Client's sole expense and subject to ITEC's prior written approval. Rental payments shall remain fully due during the relocation period.

Article 29 – Insurance

1. In accordance with applicable insurance regulations, the Client undertakes, for the entire duration of the lease, to insure the equipment under its own insurance policy. Such insurance shall cover the risks of fire, theft and material damage, for the value of the leased objects plus applicable taxes. The insurance contract shall be concluded prior to delivery of the equipment with an insurance company authorised in Luxembourg. The Client shall provide ITEC with evidence of the existence of such insurance coverage and of payment of the related premiums. The policy shall stipulate that the insurance undertakes to notify ITEC of any modification, termination or suspension of the insurance coverage.
2. ITEC reserves the right to transmit a copy of the insurance policy to its financial partner and to require the issuance of endorsement providing that any indemnities payable in the event of loss or damage shall be paid directly to ITEC's financial partner.

Article 30 – Client's obligations

1. Where the Client is not the owner of the premises in which the equipment is installed, or ceases to be the owner thereof during the term of the lease, the Client undertakes to inform ITEC in advance of the name and address of the landlord of such premises, so that the latter may be duly informed that the equipment is leased. The same obligation shall apply in the event of a change of landlord or of a pledge of the Client's business assets, in which case the Client shall provide ITEC with the contact details of the pledgee-creditor.
2. The Client shall return the leased equipment in the same condition as that in which it was received, the document signed upon receipt of the equipment serving as evidence of condition.
3. The Client shall indemnify the lessor for any damage to the equipment resulting from use other than that for which the equipment was leased. ITEC reserves the right to terminate the lease in such circumstances.
4. The Client owes ITEC a duty of active cooperation to ensure the effective provision of products and services. In particular, the Client shall, under its sole responsibility, provide all documents, licences, authorisations and information that ITEC identifies as necessary for the performance of its obligations. The Client shall put ITEC in contact with all persons concerned by the subject of its assignment and shall designate a single contact person for coordination purposes. The Client shall make available to ITEC all equipment necessary for the performance of its assignment (office, PC, connections, access to installations, electrical supply, etc.) and shall take all measures it deems appropriate to ensure the backup of its own data.
5. The Client undertakes to take all necessary steps to affix, maintain and keep legible a property plate identifying the lessor on all components of the leased equipment.
6. From the date of availability of the equipment and until the end of the lease, the Client shall be liable for any damage or loss caused by its employees and sub-lessees, the sub-lease having been previously authorised by ITEC.
7. Notwithstanding any other provisions of these general terms and conditions, in the event of damage caused to a third party, the Client, as holder of the leased equipment, shall be deemed the custodian of the structure and operation of the equipment in accordance with Article 1384 of the Civil Code. In such case, ITEC shall not be held liable for any damage caused to third parties by the leased equipment.
8. Upon expiry of the lease period, the Client shall return the equipment, complete and in good working and maintenance condition, to the address determined by ITEC. Any restoration or repair costs shall be borne exclusively by the Client.

Article 31 – Latent defect

1. In accordance with Luxembourg legislation on civil liability for defective products and with Article 1643 of the Civil Code, ITEC shall not be held liable for any latent defect inherent in the leased equipment prior to its placing on the market by the manufacturer (including construction defect or assembly defect). ITEC's responsibility shall be limited to providing the Client the information relating to the manufacturer of the equipment.
2. ITEC shall not be held liable for any damage to, or caused by, the leased equipment resulting from an external cause. ITEC's liability shall be limited to latent defects arising after the equipment has been placed on the market.

Article 32 – Repairs

1. The Client shall immediately notify ITEC of any damage to or deterioration of the equipment, regardless of the cause, failing which the Client shall bear all adverse consequences resulting from any delay in repair. The Client shall refrain from modifying or dismantling the equipment without ITEC's prior written consent.
2. The Client expressly undertakes not to engage any third party to perform the maintenance, relocation or modification of the leased installation, except with ITEC's consent.
3. Any part replaced or accessory incorporated into the equipment during the term of the lease shall immediately and without compensation become the property of the lessor. The Client shall inform ITEC in writing of any modification it intends to make to the configuration of the equipment. No modification shall be made without ITEC's prior written consent.
4. During the entire period of repairs or immobilisation of the equipment, rental payments shall remain fully due by the Client until full payment or until a court decision has become final and binding. ITEC's rights shall not be affected if the use of the equipment, or any part thereof, becomes useless or impossible for the Client.
5. In the event of partial or total loss or damage affecting the leased equipment, the Client shall remain bound, notwithstanding any termination of the lease contract, by all obligations arising under these general terms and conditions, including the obligation to pay rent, until the indemnities have been paid to the lessor by the insurance company.
6. In the event of partial loss or damage affecting the leased equipment, the Client shall, at its own expense, restore the damaged equipment. Once the repairs have completed to the satisfaction of ITEC and the insurers, ITEC shall credit the Client with the amount of the indemnities paid by the insurers, upon presentation of, and up to the amount of, paid invoices, provided that the Client has no outstanding debt of any kind towards ITEC.

Article 33 – Services and products provided by third parties

1. The possibility offered to the Client to purchase and directly download applications developed and supplied by the manufacturer onto the leased equipment falls outside the scope of these general terms and conditions.
2. ITEC shall not be liable for any malfunctions or damage caused to the equipment as a result of downloading such applications, nor for any malfunction of the applications themselves.

Article 34 – Lease supplemented by maintenance contract

1. Any equipment lease may be supplemented by a separate maintenance contract, the specific terms and condition of which shall be set out in the special conditions and/or the offer.

4. MAINTENANCE OF EQUIPMENT

Article 35 – Description of the service

1. The maintenance contract entered into between ITEC and the Client is intended to guarantee the service operations performed by ITEC in relation to the equipment leased or sold pursuant to these general terms and conditions and the special conditions and/or the offer.

Article 36 – Specific pricing

1. The Client undertakes to provide ITEC, at the beginning of each month, with the number of copies or prints made. At the beginning of each month, ITEC shall invoice the Client for the contractual minimum specified for in the special conditions and/or the offer. If the number of copies or prints made exceeds the contractual minimum, ITEC shall invoice the excess to the Client at the unit price indicated in the special conditions and/or the offer.
2. For equipment that is more than sixty (60) months old, the price of maintenance services shall be increased annually by fifteen per cent (15 %) of the total a maintenance amount specified in the special conditions and/or the offer, starting from the sixty-first (61st) month of rental payments.

Article 37 – Limitation of maintenance obligations

1. The maintenance contract shall cover exclusively failures attributable to the equipment or software supplied by ITEC, under normal conditions of use and in compliance with the manufacturer's (Konica Minolta, Xerox, EPSON, HP, Lenovo, etc.) or publisher's specifications, as well as ITEC's recommendations.
2. The following items are expressly excluded from maintenance and shall be subject to additional invoicing, without this list being exhaustive:

   a) Any abnormal wear or deterioration resulting from the use of parts, components, accessories, consumables, software, updates or configurations that are non-compliant, unapproved or otherwise incompatible with the manufacturer's or publisher's specifications.

   b) Any failure resulting from improper use: non-compliance with the manufacturer's instructions, exceeding recommended capacities or loads (printing volumes, processor load, storage, simultaneous sessions, network use, etc.), mishandling, negligence, malicious acts or operating errors.

   c) Any anomaly caused by unsuitable installation or environmental conditions, including electrical supply, humidity, temperature, ventilation, network conditions, cybersecurity or infrastructure not compliant with the prerequisites identified or validated by ITEC during an installation audit (including "Site Survey" or equivalent IT assessment).

   d) Any damage resulting from an accident, loss or external event beyond ITEC's control (such as fire, flood, power surge, lightning, natural disasters, cyber-attack not attributable to ITEC, etc.).

   e) Any failure resulting from relocation, dismantling, modification, handling or intervention, - whether hardware, software or network - carried out without ITEC's prior validation or by an unauthorised third party.

   f) Any malfunction arising from IT, network, server, cloud or software interventions performed by a third party (including drivers, configurations, settings, updates, scripts, security measures or non-compliant integrations).
3. ITEC shall in no event be liable for any loss, alteration, deletion or corruption of data, nor for any direct or indirect consequences arising therefrom. The Client shall remain solely responsible for ensuring regular and secure backup of its data, systems and configurations.
4. The above exclusions shall apply in accordance with industry standards and the official recommendations of manufacturers and publishers. ITEC reserves the right to refuse any intervention where the conditions of use, installation, operation or security do not comply with such requirements.
5. Unless expressly stipulated in the special conditions, consumables shall not be covered by the maintenance contract. The following items are excluded, without limitation: paper, staples, finishing components, printing media, specific media, and any other consumable required for the production or operation of the equipment.

Article 38 – Conditions of the performance of equipment maintenance services

1. Maintenance and repairs shall be performed by ITEC from Monday to Friday between 8:00 a.m. and 12:00 p.m., between 1:00 p.m. and 5:00 p.m. ITEC reserves the right to assign a third-party company to perform the maintenance of the equipment covered by the service, as detailed in the special conditions and/or the offer.
2. By way of exception (for example, in cases of emergency), interventions may be scheduled outside the above-mentioned hours and days. Such interventions shall be invoiced at the applicable rate in effect at the time of the intervention.

5. IT MAINTENANCE

Article 39 – Purpose

1. The purpose of the IT maintenance services is to provide the Client with support, technical assistance and maintenance services covering all or part of its IT environment. These services may include, under the agreed terms, the IT equipment, network infrastructure, systems, applications and software used by the Client, insofar as such services have been expressly subscribed to from ITEC.

Article 40 – Contractual framework

1. IT maintenance shall be governed by special conditions, a commercial offer, or a separate IT maintenance contract specifying, in particular:
   - The functional and technical scope of the service;
   - The intervention procedures;
   - Any applicable service level commitments; and
   - The pricing conditions and invoicing arrangements.

Article 41 – Nature of the services

1. In accordance with the conditions agreed between the Client and ITEC, the IT maintenance services may include all or part of the following elements:
   - Support and technical assistance;
   - Preventive maintenance;
   - Corrective maintenance; and
   - Technical interventions on the equipment, systems or software expressly included within the contractual scope.

Article 42 – Exclusions

1. Unless expressly stipulated otherwise, the following items shall be excluded from the scope of IT maintenance:
   - Hardware, software or systems that have not been declared, validated or maintained by ITEC;
   - Incidents resulting from improper use, unauthorised modification or intervention by a third party not approved by ITEC;
   - Loss or alteration of data, unless a specific backup contract has been entered into; and
   - Consequences of external events or of force majeure.

Article 43 – Client's obligations

1. The Client undertakes to:
   - Provide ITEC with all access, information and technical resources necessary for the proper performance of the services;
   - Maintain an environment that complies with the technical prerequisites communicated by ITEC;
   - Report without delay any incident or malfunction observed;
   - Refrain from any unauthorised intervention on the maintained systems.
   - Failure by the client to comply with these obligations may result in the temporary suspension of the services, without prejudice to ITEC's right to invoice the amounts due or to claim compensation for the damage suffered.

6. INSTALLATION OF IT EQUIPMENT

Article 44 – Description of the service

1. The server and/or IT installation contract entered into between ITEC and the Client governs the services provided by ITEC for the installation of servers and all related components necessary for their proper operation (cables, etc.) at the Client's place of business. Unless expressly agreed otherwise, such contract shall be governed by these general terms and conditions.
2. ITEC's service includes:
   a) The transport of the physical servers and accessories to the Client's place of business;
   b) The installation of the physical servers and the IT system;
   c) The provision of labour; and
   d) The connection of the servers to the Client's IT infrastructure (computers, printers, etc.).

Article 45 – Acceptance of the service

1. The installation of the server and IT systems by ITEC shall constitute acceptance of the service by the Client, who shall, after having carried out the necessary verifications, confirm the conformity and proper functioning of the systems and software as of that date. From that date, the Client shall be bound by all obligations arising under the contract.

Article 46 – Warranty

1. Unless incompatibility arises from external factors beyond ITEC's control, for which ITEC shall not be liable, ITEC undertakes to install the equipment and IT systems in a professional manner and to guarantee their proper functioning upon installation.
2. The following items shall not be covered by the warranty:
   a) Equipment not designated in this contract or in the special conditions and/or the offer;
   b) Non-reproducible malfunctions or damage arising, in particular, from accident, negligence, wilful misconduct, improper use contrary to the manufacturer's technical specifications, failure of the electrical network, intervention on the equipment by the Client or a third party, or, more generally, from any cause external to the equipment itself;
   c) Technical modifications to the equipment requested by the Client;
   d) Repair or replacement of any component of the equipment connected to other equipment not compliant with the manufacturer's technical specifications and not supplied by ITEC;
   e) Repair or replacement of external electrical installations or any other peripheral element not designated in the annex; and
   f) Failures resulting from a virus or other malicious software.
3. The Client undertakes to use the software in prudent, diligent and proper manner, ITEC shall not be liable for any damage arising from abnormal use of the installed servers and IT systems.
4. Without prejudice to ITEC's duty to advise based on the information provided by the Client, ITEC gives no express or implied warranty with respect to the servers or IT systems installed, including as to their quality or market value for a particular purpose. ITEC does not warrant that their operation will be uninterrupted or error-free throughout the period of use, nor does ITEC guarantee against incompatibilities or failures resulting from interaction with software or other components not supplied by ITEC.

2. SOFTWARE DEVELOPMENT AND CONFIGURATION

Article 47 – Description of the service

1. Software programming and/or configuration contracts (including, without limitation, those relating to equipment leased or sold by ITEC, or equipment already owned by the Client) shall be governed by these general terms and conditions. The designation of the software shall be set out in the special conditions and/or the offer.
2. The contract may cover three categories of software: free software, paid software (owned by the developer), and software developed by ITEC at the Client's request.
3. The services may include, for example, hardware reconfiguration, parameter setting, reinstallation of software (including operating systems), reinstallation of applications and/or drivers, integration, updates or data migration (non-exhaustive list).
4. Such software may be supplied to the Client either under a licence-type sale (payment of the licence and annual maintenance) or under a lease arrangement (e.g. Software as a Service).

Article 48 – Acceptance of the service

1. The contract shall take effect upon acceptance of the service by the Client, who shall, from that date, be bound by all obligations arising under the installation and programming and configuration contract. The installation, programming and configuration of the software by ITEC shall constitute acceptance of the service by the Client, who shall, after having carried out the necessary verifications, confirm in writing to ITEC the conformity and proper functioning of the software as of that date.

Article 49 – Copyright and licence agreement

1. The Client undertakes to respect all copyright and related rights applicable to any software, whether paid, free, programmed and configured by ITEC.
2. Any software developed by ITEC shall remain the exclusive property of ITEC.
3. Paid software shall remain the property of its respective developer. ITEC holds a licence agreement concluded between ITEC and the developer authorising ITEC to install, configure and program such software. The Client acknowledges having read and accepted the developer's general terms and conditions of use.
4. These general terms and conditions grant to the Client a non-exclusive, terminable, paid licence of use, which may not be sublicensed or transferred to any third party, applicable to both paid and free software. However, the licence terms for paid software shall be determined by ITEC in agreement with the developer.
5. Upon termination of the contract, the Client shall forfeit its right of use under the licence and shall immediately cease all use of the software covered by the contract.

Article 50 – Intellectual property rights

1. These general terms and conditions provide for a right of use granted to the Client for the specified services. This right is personal, non-transferable and strictly limited to the Client's own internal purposes. These general terms and conditions do not constitute a transfer to the Client of any intellectual property rights owned by ITEC or by any third-party provider.
2. For the performance of this contract, the Client's intellectual property rights shall be made available to ITEC for the duration of the services. The Client shall grant ITEC and its personnel a free, non-exclusive and non-transferable right to use, process and store the elements subject to such intellectual property rights for the duration of the contract, extended by the period necessary to return the data to the Client, to perform any data migration operations requested by the Client, or in connection with the exercise of any right of retention.
3. The parties undertake to use the equipment in compliance with applicable standards and manufacturers' specifications, to strictly observe trademark law, software licencing terms and publishers' requirements.
4. Any non-compliant use or failure to pay for software licences not supplied by ITEC shall not be attributable to ITEC. Any resulting damage shall be the sole responsibility of the Client.

Article 51 – Warranty

1. ITEC gives no express or implied warranty in respect of software sold or leased, including as to its quality or market value for a particular purpose. ITEC does not warrant that the operation of the software will be uninterrupted or error-free throughout the period of use. ITEC further provides no guarantee against incompatibilities or failures resulting from software, operating system or platform updates on which the software operates, whether such updates are carried out at the Client's request, arise from the performance of a maintenance contract and are carried out by ITEC, the Client, the Client's subcontractors, or automatically.
2. In the event of a software defect, ITEC's liability shall be strictly limited to the replacement of the defective software. In lieu of replacement, ITEC reserves the right to refund the full purchase price, excluding tax, if the defect has rendered the software unusable within the first month following purchase, or to refund a proportionate part of the purchase price, excluding tax, if the Client has used the software for more than one month after purchase. Any maintenance services shall be invoiced to the Client at ITEC's applicable hourly rate in effect at the time of the intervention.
3. Except for travel and shipping costs, all service operations required to restore the software to working order shall be invoiced to the Client.
4. With respect to paid software owned by the third-party developers, ITEC shall not be liable for any malfunctions of the programmed or installed software (slow performance, presence of viruses, loss or deterioration of data, etc.).