

Terms of Trade

1. APPLICATION OF TERMS

- 1.1 Except as may be expressly stated otherwise, including in any written quotation or proposal submitted by Somfy Pty Limited ABN 77 003 917 244 (**the Seller**) to the Customer, or a written contract of sale signed by the Seller, these Terms of Trade (**Terms**) apply to every supply of goods or services (**Products**) by the Seller to any Customer (defined hereinafter as the company, other entity, and/or professional who enters into contractual relationship with the Seller with exclusion of any individual being a consumer within the meaning of the applicable law) as from 1 January 2024. The Seller may accept or decline all or any part of the Customer's request to purchase Products in its absolute discretion.
- 1.2 These Terms, in conjunction with Somfy's Account and Credit Application (or predecessor document of this type) signed by the Customer, constitute the entire agreement between the parties relating in any way to its subject matter, unless agreed to otherwise by the Seller and the Customer in writing. All previous negotiations, understandings, representations, warranties, memoranda, or commitments about the subject matter of these Terms are merged in these Terms and are of no further effect.
- 1.3 The Seller does not represent or warrant that the content, which may be modified at any time, in websites, catalogues, brochures and leaflets published is accurate, dependable, suitable, or complete. The Seller fulfills its obligation to provide information about the Products in the datasheets, configuration manuals and Product packaging published from time to time. The Customer bears the responsibility to inform its own customers about the conditions of installation (including configuration), conditions of use of the Products and the safety measures to be taken, by adapting and completing the information provided by the Seller, to the Customer's Product. The Seller reserves the right at any time to modify the Product as well as the related technical and commercial information and documentation. The Customer shall ensure that on resale, each Product is accompanied by leaflets, instructions or any other documentation or information required by the applicable regulations.
- 1.4 Unless otherwise agreed in writing between the parties, the Customer may not cancel an order (or any part of an order) unless the Customer pays to Somfy (in Somfy's sole discretion) all costs incurred by Somfy in relation to the cancelled order (or

cancelled part of an order) up until and including the date of cancellation.

- 1.5 The Customer acknowledges that orders for non-stock, custom-made, and special goods (**Special Orders**) may have to be purchased in minimum quantities and that the Customer will be notified if this applies in respect of the Customer's order. Notwithstanding anything herein to the contrary, and subject to any rights the Customer might have under Australian Consumer Law or any relevant State or Federal Legislation, the Customer acknowledges and agrees that Special Orders are non-refundable and cannot be returned to the Seller, unless otherwise agreed in writing by the Seller. The Seller shall not be responsible for errors in the Customer's specifications.
- 1.6 The importation and resale of the Products by the Customer are conducted under its sole liability and shall not in any way constitute a violation of the laws and regulations in force in the country of importation of the Products.

2. PRICES

- 2.1 All prices published, and Products offered for supply by the Seller are subject to change without notice and exclude the cost of carriage. The Customer should check the price of Products and the costs of carriage before placing an order. Any discount or rebate will only apply if the Customer and the Seller agree in writing.
- 2.2 The Seller reserves the right to increase the price of the Products, by giving at least one (1) months' notice to the Customer. Subject to this prior notice, for Products not yet shipped, Somfy may adjust Price, to take into account any significant increase in the cost of raw materials, metals, fuels or other production-related costs.
- 2.3 Prices quoted are, unless otherwise stated, exclusive of goods and services tax (**GST**) and are valid for delivery of Products within 30 days of the date on which the Customer communicates an offer to purchase Products to Somfy.

3. GST

- 3.1 If GST is imposed on any supply made by Somfy, the Customer must pay to Somfy, in addition to any consideration payable or to be provided by Customer for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant

supply payable or to be provided (without any deduction or set off). Any amount payable by Customer is payable on demand by Somfy, whether such demand is made by an invoice raised by Somfy or otherwise.

4. DELIVERY

4.1 The Customer acknowledges that:

- (a) certain Products may not be available to Customers located outside supplier prescribed territories; and
- (b) the delivery and transportation of certain Products may be subject to prescribed safety restrictions or limitations.

4.2 Any date given to the Customer by the Seller for delivery of Products shall be an estimate only, and, although the Seller shall use commercially reasonable endeavours to meet such delivery date, the Seller shall not be subject to or incur any penalty or liability for any claim, loss, damage, or obligation, direct or indirect, consequential, or otherwise, arising out of any delay in delivery or non-delivery regardless of the reason.

4.3 If for any reason the Seller is unable to deliver Products either within a reasonable time or at all, the applicable purchase order and/or contract of sale shall be cancellable, in full or only as to certain Products, at the Seller's option at any time, or at the Customer's option if the Seller has been unable to deliver the Products within six (6) months of the date of the purchase order or the contract for sale, whichever is the later; and neither the Seller nor the Customer shall be subject to or incur any penalty or liability for any claim, loss, damage or obligation, direct or indirect, consequential or otherwise, arising out of such cancellation.

4.4 The Products are delivered FCA ("Free Carrier" Incoterms® 2020) at the Seller's premises, unless otherwise specified in writing between the Seller and the Customer. Whether the Seller arranges carriage, at the Customer's cost, using a carrier nominated by the Seller or the Customer arranges its own carrier, the Products are always shipped at the risk of the Customer. The Customer must make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery by the Seller.

4.5 The Customer is responsible for inspecting the Products upon delivery. It is the Customer's responsibility to inform the carrier and the Seller in writing, within three (3) days of delivery of any shortage, damage, loss, theft, of or any other

defect in the Products. No complaint or return of Products shall be taken into consideration, after three (3) days following delivery, except with the written agreement of Somfy.

4.6 Disposal of all shipping pallets, containers, and packaging becomes the responsibility of the Customer upon delivery.

5. INSTALLATION AND OTHER SERVICES

5.1 If the Customer has contracted the Seller to install Products or other goods or provide other services (**Works**) at the Customer's premises, or at the premises of a customer of the Customer, (**Premises**) the Customer shall, at its expense, ensure that:

- (a) the Premises are safely accessible to the Seller's service technicians (**Technicians**), and adequate and safe power and lighting is available, on the date agreed for the supply of the Works;
- (b) the Technicians are provided with such induction/site training as is appropriate and which the Seller and the Customer deem necessary having regard to the nature of the Works;
- (c) the Technicians will not be exposed to any danger or threat to their health or safety, or to their equipment, in connection with the supply of the Works;
- (d) the consent of the owner and or authorised occupier of the Premises, or of any neighbouring property which may be impacted by the supply of the Works, has been obtained regarding the supply of the Works;
- (e) the supply of the Works will not detrimentally impact any property proximate to the Premises or the environment generally; and
- (f) the completed Works will not likely be at risk of damage or failure to correctly operate as a consequence of the shortcomings of the condition of the Premises.

5.2 The Customer acknowledges that the Technicians may refuse, in their absolute discretion, to undertake the Works if the Premises are not in the condition prescribed in clause 5.1 or for any other environmental, health or safety issue. The Seller shall not be subject to or incur any penalty or liability for any claim, loss, damage, or obligation, direct or indirect, consequential, or otherwise, arising out of any delay in the supply or non-supply of the Works regardless of the reason.

6. PAYMENT

- 6.1 If the Customer has not been granted a line of credit with the Seller, the Customer must pay to the Seller the invoiced amount for the Products, including any associated delivery and administration charges, plus GST, at the time the Customer places the order, selecting one of the payment options available.
- 6.2 If the Customer has been granted a line of credit with the Seller, the Customer must pay to the Seller, or as the Seller directs, the invoiced amount for the Products, including any associated delivery and administration charges, plus GST, strictly within thirty (30) days of the date of the invoice. The Customer acknowledges and agrees that credit provided by the Seller will be applied by the Customer wholly or predominately for business/commercial purposes.
- 6.3 Payments must be made in Australian dollars (AUD) or in Euros (EUR), depending on the Customer's territory. Payments remitted in foreign currency must include all related bank charges and currency conversion costs.
- 6.4 The Customer must check all invoices and advise the Seller of any errors or omissions within seven (7) days of receipt. Failing advice from the Customer that the invoice contains any errors or omissions, the invoice may be deemed accepted by the Seller.
- 6.5 At the Seller's sole discretion, a deposit may be required, prior to the Seller accepting the Customer's request to purchase Products, and shall immediately become due and payable as stipulated by Somfy.
- 6.6 All payments required to be made by the Customer under these Terms will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by Somfy and the Customer in writing or as required by law.
- 6.7 Any amount due to the Seller from time to time may be deducted from any monies which may be or may become payable to the Customer by the Seller.
- 6.8 Should the Customer not pay for the Products supplied by the Seller in accordance with these Terms, or as agreed in writing by the Seller and Customer from time to time, after issuing a written demand to the Customer demanding payment within fourteen (14) days, the Seller will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
- 6.9 The Customer acknowledges that the Seller shall be at liberty to charge a surcharge for credit card

transactions equal to the merchant fees incurred by the Seller.

- 6.10 If the Customer becomes insolvent, or defaults under these Terms or fails to make a payment to the Seller by the due date, all money owing by the Customer to the Seller, whether by way of credit or otherwise, will become due and payable immediately. The Seller reserves the right to suspend, with or without notice, any deliveries of Products if any payment due by the Customer to the Seller is overdue.
- 6.11 If the Customer becomes insolvent, to the extent permitted by law, the Customer remains liable under these Terms for payment of all liabilities incurred hereunder, even if the Supplier receives a dividend or payment consequent to the Customer being insolvent.
- 6.12 The Customer will pay Seller's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Customer, including collection costs, debt recovery fees and legal costs on an indemnity basis.

7. RISK AND TITLE

- 7.1 Risk of damage to or loss of the Products passes to the Customer on delivery and the Customer must insure the Products on or before delivery. If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Products to the extent of the indebtedness of the Customer to the Seller. The production of these Terms by the Seller is sufficient evidence of its rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.
- 7.2 Until such time as the Customer has made payment in full for the Products and until such time as the Customer has made payment in full of all other money owing by the Customer to the Seller (whether in respect of money payable under a specific contract or on any other account whatsoever):
 - (a) title in the Products does not pass to the Customer;
 - (b) the Customer agrees that property and title in the Products will not pass to the Customer and the Seller retains the legal and equitable title in those Products supplied and not yet sold;
 - (c) the Customer will hold the Products in a fiduciary capacity for the Seller and agrees to store the Products in such a manner that they can be

identified as the property of Somfy, and will not mix the Products with other similar goods; and

(d) the Customer will be entitled to sell the Products in the ordinary course of its business but will sell as agent and bailee for the Seller and the proceeds of sale of the Products will be held by the Customer on trust for the Seller absolutely.

- 7.3 The Customer's indebtedness to the Seller, whether in full or in part, will not be discharged by the operation of clause 7.2(d) hereof unless and until the funds held on trust are remitted to the Seller.
- 7.4 The Customer agrees that whilst property and title in the Products remains with the Seller, the Seller has the right, with prior notice to the Customer, to enter upon any premises occupied by the Customer (or any receiver, receiver and manager, administrator, liquidator, or trustee in bankruptcy of the Customer) to inspect the Products and to repossess the Products which may be in the Customer's possession, custody, or control when payment is overdue.
- 7.5 The Customer will be responsible for the Seller's reasonable costs and expenses in exercising its rights under clause 7.4 where the Customer is otherwise in default of these Terms. Where the Seller exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Customer against the Seller, its employees, servants, or agents.
- 7.6. The Customer agrees that where the Products have been retaken into the possession of the Seller, the latter has the absolute right to sell or deal with the Products.
- 7.7 If Products include or are supplied with software, the Customer is granted only a limited license to use the software with the Products, and ownership of and title to the software shall not pass to Customer.
- 7.8 The Customer agrees to indemnify the Seller and keep it indemnified against any claim that arises out of the Products (including the Works) supplied, or not supplied, under these Terms to the extent that such a claim is a consequence of a default by the Customer under these Terms. This indemnity includes any legal fees and expenses the Seller incurs to enforce its rights, on an indemnity basis.

8. SECURITY

- 8.1 The Customer waives its right to receive any notice (including notice of a verification statement) that is required by the Personal Property Securities Act 2009

(Cth) (PPSA) unless the notice is required by the PPSA and cannot be excluded.

- 8.2 The Customer agrees not to exercise its rights to make any request of the Seller under section 275 of the PPSA. However, this does not limit the Customer's rights to request information other than under section 275 of the PPSA. Neither the Customer nor the Seller will disclose any information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.
- 8.3 Until ownership of the goods passes, the Customer waives the rights it would otherwise have under the PPSA (unless otherwise agreed to in writing by the Seller and the Customer) under sections 95 to receive notice of intention to remove an accession; 118 to receive notice that the Supplier intends to enforce its security interest in accordance with land law; 121(4) to receive a notice of enforcement action against liquid assets; 129 to receive a notice of disposal of goods by the Supplier purchasing the goods; 130 to receive a notice to dispose of goods; 132(2) to receive a statement of account following disposal of goods; 132(4) to receive a statement of account if no disposal of goods for each six (6) month period; 135 to receive notice of any proposal of the Supplier to retain goods; 137(2) to object to any proposal of the Supplier to retain or dispose of goods; section 142 to redeem the goods; 143 to reinstate the security agreement; and section 157(1) and 157(3) to receive a notice of any verification statement.
- 8.4 These Terms, alone or in conjunction with the Seller's Account and Credit Application (or predecessor document of this type), are a security agreement for the purposes of the PPSA. The Customer acknowledges that it has granted the Seller a security interest in the Products and their proceeds which is a purchase money security interest to the extent that it secures payment of all or part of the purchase price for Products.
- 8.5 The Customer charges in favour of the Seller all its estate and interest in any real property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
- 8.6 The Customer charges in favour of the Seller all its estate and interest in any personal property, whether held in its own right or as capacity as trustee, the Customer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
- 8.7 The Customer consents to the Seller perfecting any security interest arising in connection with these

Terms by registering a financing statement or otherwise recording the details of these Terms on the Personal Property Securities Register (PPSR) and any other applicable security registers in any manner it considers appropriate. The Customer agrees to do anything the Seller asks to ensure that the security interest is enforceable, perfected, and otherwise effective; and has priority over all other security interests.

- 8.8 The Customer agrees to pay or reimburse the Seller for any fees or charges for the PPSR or other registrations contemplated by these Terms.
- 8.9 The Seller may allocate any payment received from the Customer in any manner it determines, including in any manner to preserve any security interest it has in relation to any Products, and may do so at the time of receipt or at any time afterwards, but in default will apply same first to payment of any unsecured amount owing to the Seller, next as to any reasonable enforcement expenses and then as to any secured balance owing to the Seller. On default by the Customer, the Seller may re-allocate any payments previously received and allocated.
- 8.10 The Customer irrevocably grants to the Seller the right to enter upon the Customer's property or premises, with notice, and without being in any way liable to the Customer or to any third party, if the Seller has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Customer shall reasonably indemnify Somfy from any claims made by any third party as a result of such exercise.
- 8.11 The Customer must notify the Seller at least fourteen (14) days before it changes its name; changes its place of registration or incorporation; or changes or applies for an Australian Company Number, Australian Business Number, Australian Registered Body Number, or Australian Registered Scheme Number under which an interest in any of the Products is or will be held. The Customer must notify the Seller if anything mentioned in above occurs immediately upon becoming aware of it.
- 8.12 Words and phrases used in this clause that have defined meanings in the PPSA have the same meaning as in the PPSA unless the context indicates otherwise.

9. RETURNS

- 9.1 The Customer must inspect the Products immediately upon delivery and must within fourteen (14) days after the date of inspection give written notice to the Seller with particulars of any claim that the Products are not in accordance with these Terms.

Further, the Customer must, upon request from the Seller, allow the Seller to enter upon any premises occupied by the Customer to inspect the Products that are the subject of the claim. If the Customer fails to give notice or refuses to allow the Seller to inspect the Products, then to the extent permitted by law, the Products must be treated as having been accepted by the Customer and the Customer must pay for the goods in accordance with these Terms.

- 9.2 If the Seller, in its sole discretion, determines it is appropriate to accept the return of any Products, the Seller will issue the Customer with a Return Materials Authorisation (RMA).
- 9.3 The Customer cannot return Products to Somfy without the written agreement of the Seller and a clearly identified RMA on the shipping documentation.
- 9.4 The Customer acknowledges and agrees that any return, other than a return due to a default by the Seller under these Terms or as otherwise permitted by law, may incur a handling and administration charge for restocking.
- 9.5 Unless otherwise agreed in writing between the parties, the Customer must pay all costs associated with the return of any Products (either to the Seller or from the Seller to the Customer or any third party) including freight, insurance, handling, and other charges. Products to be returned to the Seller must be unmarked and in a saleable condition; not a sub-part or otherwise mixed or combined with other goods (unless agreed by the Seller prior to return; packed and wrapped appropriately and must include all original packaging and documentation. The Seller accepts no liability for any damage that occurs to any Products in return transit, unless claims for such damaged goods are from freight contractors approved by the Seller.
- 9.6 The Customer acknowledges and understands that the Seller:
- (a) shall be under no obligation to accept the return of any goods in circumstances where the defects or damage to the Products is caused as a result (whether in whole or in part) by misuse, abuse, improper application, repair, or alteration (other than by the Seller) or accident; and
 - (b) shall not be liable for any installation, removal or other costs incurred by the Customer to effect the return of defective or faulty goods to the Seller.

10. LIABILITY

- 10.1 The Products come with certain guarantees under Australian Consumer Law. The Seller warrants the

Products to be free from defects in materials and workmanship at the time of delivery by the Seller to the Customer.

- 10.2 In relation to the supply of goods, to the extent permitted by law, the Seller's liability is limited, at the Seller's election, to replacing the goods or supplying similar goods; repairing the goods; providing for the cost for replacing the goods or for acquiring equivalent goods; and providing for the cost for having the goods repaired.
- 10.3 In relation to the supply of services, to the extent permitted by law, the Seller's liability is limited, at the Seller's election, to supplying the service again; or providing for the cost of having the services supplied again.
- 10.4 To the fullest extent permitted by law all terms, conditions, warranties, and representations with respect to the Products are hereby disclaimed and excluded and in no event shall the Seller be liable for any claims or damages relating to the combination of the Products with any other goods, or for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer in connection with the Products supplied under these Terms; nor shall the Seller's liability to the Customer exceed the price of the Products supplied by the Seller to the Customer (to the extent that is permitted by the law).
- 10.5 The Customer acknowledges that the Products may be used in a variety of applications and that there will be no sale of Products by sample. The Customer relies on its own knowledge and expertise, and not the advice or assistance of the Seller, to satisfy itself as to the Products' fitness for the purpose or intended use by the Customer.
- 10.6 The Customer is liable for and indemnifies the Seller in respect of all liability, claims, damage, loss, costs, and expenses (including collection costs, debt recovery fees, bank dishonour fees, and legal costs on an indemnity basis) that the Seller may suffer or incur at any time, directly or indirectly, as a result of any default by the Customer in the performance or observance of the obligations of the Customer under any agreement of which these Terms form part.
- 10.7 The Customer's liability to indemnify the Seller will be reduced proportionally only to the extent that any negligent act or omission by the Seller or a breach of the Seller's obligations under any contract of which these Terms form part has contributed to the liability, claim, damage, loss, cost, or expense which is the subject of the indemnity; or these Terms make the

Seller specifically liable for any cost or expense or rectifying or repairing any defect in, malfunction of, or damage to the Products.

- 10.8 The Customer's liability to indemnify the Seller is a continuing obligation separate and independent from the Customer's other obligations and survives the performance or termination of any contract of which these Terms form part.
- 10.9 It is not necessary for the Seller to incur any expense or make any payment before enforcing the Seller's rights of indemnity conferred by these Terms.

11. FORCE MAJEURE AND SPECIAL EVENTS

- 11.1 The Seller will not be liable for any delay in deliveries or for a breach caused directly or indirectly by:
- a) Force Majeure events which is contractually defined as any objective and unforeseeable event or circumstance, outside the control of the affected party, that could not be reasonably avoided and that has the effect of impeding a party in fulfilling one or all of its obligations envisaged by contractual arrangements between Parties (including, by way of example, measures of the public authorities, wars, revolts, revolutions, strikes or other labour disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics or pandemics);
 - b) circumstances, beyond the control of the Seller, that prevent the procurement of labour, materials, raw materials, components, systems in general, energy, fuel, means of transport, authorisations or government provisions.
- 11.2 In case of an unforeseeable financial or material circumstances (the "Unforeseeable Event") related to the sale by the Seller of Products covered by the Terms, resulting in the execution of any of the parties obligations to become excessively expensive, the parties undertake to renegotiate in good faith the term of their agreement. During the negotiation, the parties will suspend their respective obligations related to the sale of the Products concerned by the Unforeseeable Event. If the parties fail to reach an agreement then any agreement between the Parties parties regarding the sale of the Products in question is considered terminated.
- 11.3 Finally, the unavailability of Products due to a shortage of components will not give right to any compensation from the Seller.

12. PROTECTION OF SOMFY'S INTELLECTUAL PROPERTY

- 12.1 The supply of Products to the Customer does not

grant the Customer any intellectual property rights in or related to the Products or the Seller's, all of which remain the exclusive property of the Seller.

- 12.2 The Seller may give its prior written consent regarding the use of its trademarks, logos and/or visuals for the purpose of the Customer promoting the resale of the Seller's Products. In this case, the Customer undertakes to comply with any corporate image guidelines or other requirements, or directions provided by the Seller to make faithful and loyal reproductions of the marks, logos, and visuals transmitted by the Seller and not to create any risk of confusion between the Seller and any third party.
- 12.3 The Customer will not infringe the intellectual property of the Company in any way, and undertakes, among other things, not to damage the Seller's brand image, trademarks, domain names, range names, products or services used by and/or owned by the Seller.
- 12.4 The Customer will notify the Seller, immediately upon becoming aware of any infringement of the intellectual property. The Seller may take whatever action it deems necessary to protect the intellectual property. The Customer will act in good faith and use its reasonable endeavours to assist the Seller in the protection of the intellectual property, including in relation to the prosecution of any infringer of the intellectual property.

13. EXPORT CONTROL

- 13.1 The importation and resale of the Products by the Customer are carried out under its sole liability and shall not in any way constitute a violation of the laws and regulations in force in the country of importation of the Products.
- 13.2 If Customer transfers Products (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Seller to a third party, Customer shall comply with all applicable national and international (re-) export control regulations.
- 13.3 It is the Customer's responsibility to bear all costs associated to make the Products, their accessories and packaging compliant with the importation country's laws and regulation. The Customer is liable for the sales, marketing and distribution of the Products in the country of importation which it undertakes to carry out in full compliance with the laws and regulations in force in that country. Under no circumstances will the Seller be liable for any

failure or violation of the laws and regulations in force in the country of importation as a result of the importation and / or distribution and / or marketing of the Products in that country. The Customer undertakes to indemnify the Seller, its subsidiaries and / or any other entity belonging to the Seller's group against all claims, convictions, penalties, losses and expenses resulting directly or indirectly from the violation or breach of the laws in force in the country of importation caused by the products, their introduction, distribution and marketing in that country.


14. ETHICS AND ANTI-CORRUPTION

The Seller and the Customer shall perform their respective obligations in compliance with the applicable laws and regulations, and undertakes to respect anti-corruption and money laundering applicable laws, in particular the U.S. 1977, Foreign Corrupt Act (FCPA), the Organization for Economic Cooperation and Development's Convention of 1997 on Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-Bribery Convention), the 2017 French-Anticorruption Law (Sapin II Law) and any other applicable anticorruption laws.

Especially, the Customer undertakes to comply with Somfy's Ethic Charter and Code of Conduct available on COMMITMENT TO ETHICS AND COMBATING CORRUPTION (somfy-group.com) and to implement fair practices and to act, prevent and fight against all forms of corruption and not to do anything actively or passively that will constitute an act of anti-corruption. In this frame, the Customer expressly allows the Seller to perform any audit and agrees to respond in good faith to any related questionnaire. In case of proven act of corruption or breach by the Customer of these obligations, the Seller may suspend or terminate orders without notice or compensation and subject to any damages to which the Customer may be entitled as a result of such breach.

15. PRODUCTS FOR PROFESSIONALS

15.1 The Seller markets the following families of products:

 SOMFY-branded Products: (1) connected solutions, (2) controls and automation, (3) security systems, (4) motors for sliding and swinging shutters, (5) motors for roller shutters, (6) solutions for external blinds, (7) motors for internal blinds and (8) solutions for home access.



BFT-branded Products: (1) gate openers, (2) garage door openers, (3) traffic barriers, (4) rising bollards, (5) parking systems, (6) automatic glass door openers, (7) interconnectivity solutions, and (8) accessories.

15.2 Several of the above product families are intended

exclusively for installation by professionals (Professional Products) in the field of home automation and motorisation and, due to their technical nature, require specific and/or specialised knowledge to ensure that they meet the needs and constraints of the end user.

15.3 To ensure that the Professional Products are sold or supplied to Professionals only, the Customer will:

(a) only re-sell or re-supply Professional Products through an online platform or website dedicated to the sale of the Professional Products to professionals only; and

(b) at all times request evidence from the purchaser confirming that the purchaser is a professional and that the distribution and installation of the Professional Products will be undertaken by the purchaser for re-supply in trade or commerce only.

16. CONFIDENTIAL INFORMATION

16.1 As part of their commercial relationship, the Seller may be required to provide the Customer with certain information relating to the Products, such as technical data sheets or customs codes.

16.2 The Customer undertakes to keep such information confidential. Documents, data and information of any nature whatsoever provided by the Seller shall remain the property of the Seller and may not be disclosed or used for purposes other than the performance of these Terms without the prior written consent of the Seller. The Customer, its managers, employees, subcontractors and agents shall be bound to secrecy and confidentiality on all such information and data provided by the Seller and on all matters not in the public domain relating to or arising from these Terms.

17. MISCELLANEOUS

17.1 An agreement between the parties may not be varied without the prior written consent of the Seller.

17.2 These Terms are qualified by any law which applies, and which cannot be excluded. If any provision of these Terms is deemed to be unlawful or unenforceable, such provision shall be read down to the extent permitted or severed from these Terms (unless the severance of the provision would materially affect or alter the nature or effect of the obligations of the parties under these Terms), without affecting the enforceability of the other provisions.

17.3 A failure or delay by the Seller to exercise a power or right under these Terms does not operate as a waiver of that power or right, and the exercise of a power or right by the Seller does not preclude its future ability to exercise that or any other power or right.

17.4 Insofar as they apply to the ordering, purchase, supply, fulfilment, and delivery of Products from the Seller, these Terms are governed by and must be construed according to the law of New South Wales, Australia and the parties submit to the jurisdiction of the courts in that State.

Effective 1 January 2024