

GENERAL TERMS AND CONDITIONS OF USE AND PERSONAL DATA PROCESSING POLICY/COOKIES

The website www.arden-equipment.com is published and run by ARDEN EQUIPMENT, a simplified joint stock company registered in the Trade and Companies Register of Sedan under number 380 519 686, with VAT identification number FR20380519686, with share capital of €4,700,000 and its registered office at ZI de Montjoly 9 avenue de l'industrie, 08000 Charleville-Mézières.

By using the www.arden-equipment.com website, the User acknowledges that they have read, understood and accepted these General Terms and Conditions of Use (A), as well as the Personal Data Processing Policy (B) and Cookies Policy (C). Acceptance of the Terms and Conditions of Use and the Personal Data Processing Policy and Cookies Policy by the User must be full and complete. Any acceptance subject to conditions is deemed null and void. Users who do not agree to be bound by these Terms and Conditions of Use and the Personal Data and Cookies Policy must not access or use the website www.arden-equipment.com.

These General Terms and Conditions of Use and the Personal Data and Cookies Policy may be updated at any time by ARDEN EQUIPMENT.

The General Terms and Conditions of Use and the Personal Data and Cookies Policy in force at the time of use of the www.arden-equipment.com website are those that are binding on Users.

A. CONDITIONS OF USE OF THE WEBSITE

1. Preamble

These legal notices are applicable to users browsing the www.arden-equipment.com website (hereinafter the "Website"), whether through the use of a user account or simply by consulting the Website.

The General Terms and Conditions of Use of the Website are established pursuant to French law and, inter alia, Law No. 2004-575 of 21 June 2004 on confidence in the digital economy and Data Protection Law No. 78-17 of 6 January 1978, amended by Law No. 2004-801 of 6 August 2004 "*informatique et libertés*". The legal notices applicable to any other country or region of the world may be different. Users accessing the Website from abroad must ensure compliance with locally applicable laws.

Access to the Website and use of its content are subject to the terms of use described below.

2. Contact details

ARDEN EQUIPMENT is the publisher of the website, with Ms Elodie COLLINET as its publication director.

Contact email address: elodie.collinet@arden-equipment.com

Contact telephone number: 03 24 33 64 48

The Website is hosted in France by OVH

Address: OVH SAS 2 rue Kellermann 59100 Roubaix – France

Telephone number: 09 72 10 10 07

3. Account creation terms and conditions

To purchase goods by placing an order, the User, as a legal entity, must first create an account and accept these Terms and Conditions of Use and the Personal Data and Cookies Policy.

The user account is created using the form accessible via the link <https://ardenequipment.com/customer/account/create/>, where the User must provide identification information relating to their profile, including their first and last names, the registered name of the company they represent, the postal address of the company they represent, the email address of the company they represent, the telephone number of the company they represent, the intra-Community VAT number of the company represented and the Customer ID. A password must then be created that meets the appropriate security requirements.

All of the above information must be provided. In this regard, the User undertakes to provide accurate and up-to-date information. Failing this, ARDEN EQUIPMENT will be unable to process the registration request. In the event of any changes, the User undertakes to update this information on their user account as soon as possible.

Each user account is personal and confidential. The User undertakes not to disclose their login details and passwords, which are their sole responsibility. ARDEN EQUIPMENT cannot be held liable for any loss of data or identity theft resulting from a breach by the User.

Once the registration request has been made, ARDEN EQUIPMENT analyses the request by, for example, checking in certain cases the User's level of cover with credit insurers, in particular with COFACE, to determine the User's payment terms. ARDEN EQUIPMENT will e-mail a response to the User within a maximum of three (3) working days of receiving the User's request. ARDEN EQUIPMENT will respond to the User by email within a maximum of three (3) working days of receiving the User's request. Once the registration request has been validated, the User will be able to use the Website in full and place orders. The purchase of certain goods on the website may be restricted. If the User encounters a restriction on making a purchase, they may contact ARDEN EQUIPMENT by email.

ARDEN EQUIPMENT reserves the right to refuse to open a user account if (i) the User has agreed specific terms and conditions of sale with ARDEN EQUIPMENT and (ii) if the request comes from a legal entity domiciled in a territory where ARDEN EQUIPMENT cannot deliver products. In the event of a refusal to open a user account, the User may e-mail ARDEN EQUIPMENT to find out the reasons for this refusal.

The User may change their password at any time using the procedure provided for this purpose on their User Account.

4. Hypertext links

Hypertext links contained on the Website may connect to other websites or other Internet sources.

As ARDEN EQUIPMENT has no control over these external sites and resources, ARDEN EQUIPMENT cannot be held responsible for the availability of these external sites and resources, and cannot accept any liability for the content, advertising, products, services or any other material available on or from these external sites or resources.

These links are provided to Users as a service. The decision to activate the links is solely that of the User of the website. Non-affiliated sites are subject to their own terms of use.

The creation of hypertext links to the Website is possible with the express prior consent of ARDEN EQUIPMENT.

5. Intellectual property

ARDEN EQUIPMENT is the owner of the domain name www.arden-equipment.com.

The Website and each of the intellectual property elements that comprise it – namely, texts, software, animations, photographs, videos, logos and trademarks – are intellectual works that are the exclusive property of ARDEN EQUIPMENT and are protected by intellectual property rights.

ARDEN EQUIPMENT is solely authorised to use the intellectual property rights relating to the Website.

The downloading, reproduction, transmission, representation or distribution of all or part of the Website is prohibited and will be punished.

6. Warranty and liability

ARDEN EQUIPMENT cannot be held liable for any direct or indirect damage that may result from accessing or using the website and/or the information contained therein, including inaccessibility, loss of data, damage, destruction or viruses that may affect the User's computer equipment and/or the presence of viruses on its Website.

ARDEN EQUIPMENT strives to provide reliable content on the Website. However, it cannot guarantee that its content is free from inaccuracies or omissions, and cannot be held liable for errors or omissions, or for the unavailability of information and services.

ARDEN EQUIPMENT reserves the right to make improvements and/or changes to the content of the Website at any time without notice.

7. Partial invalidity

If any provision of these Terms and Conditions of Use is declared null and void or unenforceable by a competent court, it shall be deemed unwritten, and all other provisions of these Terms and Conditions of Use shall remain in full force and effect unless its unenforceability significantly affects their balance.

The failure by ARDEN EQUIPMENT to invoke a right or a breach of any of its obligations under these General Terms and Conditions of Use shall not be interpreted in the future as a waiver or renunciation of the obligation in question.

The headings of the articles included in these General Terms and Conditions of Use are for reference purposes only and shall not affect their interpretation.

8. Applicable law and jurisdiction

The Terms and Conditions of Use are subject to French law and shall be governed by and interpreted in accordance with that law.

B. PERSONAL DATA PROCESSING POLICY

1. Preamble

This personal data processing policy explains how ARDEN EQUIPMENT collects, uses and processes the personal data of Users collected on the Website and electronic forms.

The User of the Website is informed of the regulations applicable to marketing communications, including Law No. 2004-575 of 21 June 2004 on Confidence in the Digital Economy, Law No. 2004-801 of 6 August 2004 on the Protection of Individuals with regard to the Processing of Personal Data, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR) on the protection of individuals with regard to the processing of personal data and on the free movement of such data

2. Data controller

The data controller is ARDEN EQUIPMENT.

3. Nature and reasons for the collection of personal data by ARDEN EQUIPMENT

The User may provide personal data to ARDEN EQUIPMENT when completing the electronic form to create their user account.

The data collected includes the User's first name and surname and the User's email address if this email address allows the User to be identified as an individual. When personal data is necessary for the

provision of services or the processing of User requests, failure to provide such data may delay or even render impossible the processing of the request, the response to questions and the sale of goods.

Some payment data will also be collected in the event of the purchase of goods, namely billing data, the type or means of payment, and the credit or debit card number used. This data is not collected by ARDEN EQUIPMENT but by STRIPE through its payment module.

ARDEN EQUIPMENT may also collect personal data indirectly when the User accesses the Website, including the IP address, the time of connection, the browser or operating system, through similar cookies placed on the User's electronic device under the conditions described in point C below.

ARDEN EQUIPMENT collects personal data from Users of the Website for the following reasons and purposes:

- To enable browsing of the Website and optimise the experience of Users by allowing them, inter alia, to leave comments/reviews on the goods on the Website that are visible to other Users;
- To obtain information about the goods offered by ARDEN EQUIPMENT;
- To enable ARDEN EQUIPMENT to process Users' orders and requests, and, inter alia, to supply its goods;
- To manage Users' accounts;
- To respond to Users' requests and questions;
- To carry out marketing communications with the User's prior consent, which may be withdrawn at any time (see point 6 below);
- To meet legal obligations;
- To perform checks on the identity of Users;
- To measure the audience and compile statistics on use of the Website.

4. Access to personal data

Personal data is only accessible within ARDEN EQUIPMENT to persons who need access to it in the course of their duties. Personal data is not disclosed to any third parties except, as applicable, to subsidiaries of ARDEN EQUIPMENT, in particular for the purpose of fulfilling orders.

ARDEN EQUIPMENT may be required to transfer personal data to third parties at the request of the competent authorities, pursuant to laws and regulations in force.

ARDEN EQUIPMENT undertakes to take all necessary precautions to preserve the security of personal data and, inter alia, to ensure that it is not disclosed to unauthorised persons. If an incident affecting the integrity or confidentiality of personal data is brought to the attention of ARDEN EQUIPMENT, it undertakes to inform the user as soon as possible and to report the corrective measures taken.

5. Retention of personal data

ARDEN EQUIPMENT may retain Users' personal data for two years from the date of consent or until consent is withdrawn. In the event of a commercial relationship, data relating to the services offered by ARDEN EQUIPMENT shall be retained for three years from the end of the commercial relationship or for a longer period where ARDEN EQUIPMENT has a legitimate or legal reason to retain it (including, but not limited to, billing data).

6. Rights

Pursuant to the Data Protection Law No. 78-17 of 6 January 1978 on information technology, files and freedoms, amended by Law No. 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data, and the provisions of the Law of 20 June 2018 adopted pursuant to European Regulation of 27 April 2016 applicable since 25 May 2018, each User has the following rights:

- **A right of access:** each User has the right to be informed, in a concise, transparent, understandable and easily accessible manner, of how their Personal Data is processed. They

also have the right to obtain confirmation as to whether or not their Data is being processed and, as applicable, access to and a copy of said Data.

- **A right of rectification:** each User has the right to have their Data rectified and to have any incomplete Data completed.
- **A right to erasure/right to be forgotten:** under certain conditions, each User has the right to have their data erased.
- **A right to restriction of processing:** under certain conditions, each User has the right to have the processing of their data restricted.
- **A right to object to processing/a right to withdraw consent:** Each User has the right to object, under certain conditions, to the processing of their personal data. Each User may also, at any time, object to the processing of their Data for direct marketing purposes and withdraw their consent to the processing of their Data for purposes of behavioural advertising, browsing analysis, and audience measurement.

For more information on their rights regarding the Data collected and processed, Users are invited to consult the CNIL website at the following address: www.cnil.fr.

For information on how ARDEN EQUIPMENT uses their personal data and/or exercise their rights, Users should send their requests to ARDEN EQUIPMENT:

- By post to ARDEN EQUIPMENT 9 Avenue de l'Industrie 08000 Charleville-Mézières
- By e-mail to marketing@arden-equipement.com

In all cases, the User must indicate the personal data that they would like ARDEN EQUIPMENT to correct, update or erase, identifying themselves precisely with a copy of an identity document. Requests for the erasure of personal data will be subject to legal obligations, including with regard to the storage or archiving of documents.

Finally, the User may lodge a complaint with the supervisory authorities, in particular the CNIL (<https://www.cnil.fr/fr/plaintes>).

Finally, it is specified that Users who do not wish to be contacted for commercial purposes by telephone may register free of charge on the telephone marketing opt-out list on the www.bloctel.gouv.fr website.

C. COOKIES POLICY

ARDEN EQUIPMENT uses cookies in the framework of the operation of the Website. This section explains how cookies are used on the Website, describes the cookies that may be installed when you visit the Website, and describes how Users can configure and delete them.

A cookie is a small text file, usually made up of letters and numbers, that asks for permission to be placed on your computer's hard drive by the websites you visit.

Different cookies are used on the Website for various purposes, namely:

- **Technical cookies:** These cookies are necessary for the smooth running of the Website and allow Users to use all of its features.
- **Site audience measurement and preference cookies:** These cookies are used to measure the Website's audience and analyse visits to the Website. These cookies enable us to count visits and measure traffic to improve the performance of the Website. Inter alia, they enable us to identify the most and least popular pages.

- **Advertising cookies:** These cookies enable the display, in real time, of the content that is most relevant to Users' interests based on their recent browsing on one or more websites, rather than content that is of no interest to them. These cookies enable the pages visited and actions taken on the Website to be associated with named contacts and enable ARDEN EQUIPMENT to send communications that are more personalised to Users' expectations and needs.
- **Sharing cookies:** These cookies, which include sharing links to Facebook, YouTube, Instagram, and other similar social networks, allow content from the Website to be shared with others or to inform others of the User's viewing activity or opinion regarding content on the Website.
- **Cookies relating to User preferences:** When browsing the Website, the User's preferences are stored in order to better meet their expectations and needs. These cookies enable the Website to offer the User product or content recommendations on the Website that are tailored to their expectations and preferences. They may also be used to test and improve the ergonomics of the Website.
- **Geolocation cookies:** These cookies allow the User to benefit from certain features specific to the User's location offered on the Website.

These cookies are stored for a maximum of six (6) months from the date of the User's consent or until the User withdraws their consent.

Some cookies on the Website are subject to the User's consent, pursuant to Article 6 (1) (a) of the General Data Protection Regulation.

The User may accept the use of cookies, information about which is provided in the cookie information banner visible when they first connect to the Website:

- By clicking on the accept button on the information banner;
- By continuing to browse.

If the User refuses to accept cookies on their device or browser, or if they delete those that are stored there, their browsing on the Website may be limited.

Users may express and modify their cookie preferences at any time using:

- The cookie manager on the Website accessible from the cookie information banner;
- The settings of their internet browser.

The User may choose at any time to disable these cookies by going to their browser. The settings of each browser are different. They are usually described in the browser's help menu. Users can therefore disable the installation of cookies by configuring their browser as follows.

Internet Explorer™	Select the "Tools" menu, then "Internet Options". Click on the "Privacy" tab and use the slider to select the desired level.
Safari™	From the Safari menu, select "Preferences", then click on "Security" and select the desired options.
Chrome™	Select the Chrome menu, then choose "Settings" and click on "Show advanced settings". In the "Privacy" section, choose "Site Settings"; then, in the "Cookies" section, select your options.
Firefox™	Select the "Tools" menu, then "Options". Click on the "Privacy" icon, locate the "Cookies" menu and select the desired options.