

Simplified Joint-stock Company with a capital of €1,729,950 - 612 039 073 PARIS Companies Register

Lessee-Manager of the Company DNL Distribution  
**Registered office, Administrative and marketing departments:**  
 92 avenue de France 75013 PARIS - ☎: 01 49 59 10 10

**Orders, Customer relations for physical products:**

46, route de Sermaises - PB11 - 45331 MALESHERBES POSTAL CODE - ☎: 02 38 32 71 00

**Customer relations for non-physical products:** [contact-cns@sejer.fr](mailto:contact-cns@sejer.fr); ☎: 01 53 55 26 49

**Interforum returns department:** Route d'Etampes - 45331 MALESHERBES POSTAL CODE

**Customer Accounting:**

92 avenue de France - 75013 PARIS - ☎: 01 49 59 10 10

**Ecomaison unique ID:** FR294702\_12H0XB

**CITEU unique ID :** FR294702\_01QHCG

## GENERAL CONDITIONS OF SALE

Valid as on 1st January 2025

These general conditions of sale ("GCS") define the terms and conditions applicable for the sale, by Interforum, of the physical and digital works and associated products, intended for professionals, in metropolitan France (including Corsica) and Monaco, (the "Territory").

### ART. 1. PURPOSE AND SCOPE OF APPLICATION

The GCS are applicable to all sales of works, physical or digital, products, and equipment, made by Interforum and intended for professionals (the "Products"). They are also applicable to the sale by Interforum of digital works and resources in the form of licenses intended for academic learning, sold via the Canal numérique des Savoirs website [www.cns-edu.com](http://www.cns-edu.com).

Where applicable, they are supplemented by Categorical Conditions of Sale ("CCS") and/or by Special Conditions of Sale ("SCS"). These general terms & conditions of sale are systematically provided to each customer who so requests, to allow it to open an account in the Interforum books before placing an order. Placing an order with Interforum implies the full and entire acceptance by the customer of the GCS, which exclude any application of the customer's conditions of purchase. These general terms & conditions of sale constitute the sole basis for the commercial negotiation and shall apply to all sales made by our company, subject to the application of the CCS and/or SCS, and prevail over any other document, in particular catalogues and prospectuses. The general terms & conditions of sale are evolving, and any modification of the same are brought to the attention of the customer by making it available on the Interforum website. The GCS are those applicable on the date of the order. The fact that Interforum does not enforce, at any given moment, one of the provisions of the GCS, cannot be interpreted as a waiver of the right to enforce them subsequently.

### ART. 2. OPENING AN ACCOUNT

Opening and maintaining an account in the books of Interforum are subject to the provision by the customer (natural or legal person) of the following information and original documents:

- Company registration certificate less than 3 months old (KBIS or BCE).
- Banking information
- GCS signed by the customer or bearing the seal of the company if necessary.
- Email address to which Interforum must send the invoices.

Opening an account automatically results in the implementation of a credit facility for the customer's benefit, which can be modified at any time according to the financial information and documents submitted. In this regard, deterioration in a customer's credit may lead to a reduction in the credit limits or to the credit facility being withdrawn.

### ART. 3. ORDERS - MODIFICATIONS

The orders are considered as final once they are sent through Electronic Data Interchange (E.D.I.), or failing this, confirmed in writing. For better quality of processing, preference is to be given to orders via EDI. The benefit of the order is personal to the customer and cannot be transferred without agreement from Interforum. Interforum will fulfil orders based on the sequence in which they are received and subject to stock availability. In the event of several orders being placed by the same customer on the same day, these orders may be grouped together (excluding new products), which will give rise to the invoicing of processing costs, the amount of which is available on request. Any modification of the order requested by the customer can only be considered if it is submitted in writing prior to the preparation of the products.

For orders involving digital Products and resources intended for academic education, refer to the site [www.cns-edu.com](http://www.cns-edu.com).

### ART. 4. DELIVERIES

#### 4.1 Terms of delivery of the Products

##### 4.1.1 Physical products

Delivery is made either by making the goods available for pick-up or by handing them over to a carrier. For Products that do not belong to the "book" category, specific delivery conditions are set out in the SCS.

Interforum decides on the method of packaging of physical Products. In the event of a specific request from the customer, Interforum may re-invoice the costs, which will be communicated on request.

##### > Provision of Products.

At the customer's request, products will be made available for pick-up only for orders weighing less than 800 kg, picked up by vehicles with a GVW of less than 3.5 t at the site address provided by Interforum. Beyond this weight, orders will be shipped by a carrier at the customer's expense.

The customer undertakes to collect its order, and any POS material, within 2 working days of it being made available for pick-up. Failing this, storage costs, provided on request, will be invoiced to the customer.

##### > Shipment of Products by a carrier.

The Products may be dispatched by a carrier, in accordance with the financial conditions provided on request (an additional cost may be incurred in the event of express delivery or in the event of exceptional constraints (e.g. delivery to an upper storey)). No duplicate delivery notes may be issued more than one year after delivery.

##### > Self-service pick-up from the sales outlet.

Within the framework of the SCS, the customer may collect the products directly from our regional sales outlets on a self-service basis. A collection note will then be issued.

#### 4.1.2 Digital products

These digital Products for educational purposes are delivered to customers once the order has been validated by our company (unless specifically indicated otherwise by the customer). Licences for these products are granted as soon as they are 1<sup>st</sup> activated under the conditions specified on [www.cns-edu.com](http://www.cns-edu.com).

The delivery of the other (non-educational) digital Products is done based on special agreements.

#### 4.2 Lead times

Delivery times are communicated for information purposes and subject to availability of the ordered Products. Interforum shall take all efforts to offer reasonable delivery times and shall exclude global deliveries based on supply possibilities. Our company may make staggered deliveries in the event that it is impossible to deliver the entire order; in this situation, Products that are not available at the time of the order will - unless otherwise requested by the customer and expressly accepted by Interforum's "Directorate of Broadcasting" department - be noted and grouped together with the subsequent delivery according to the usual financial terms of delivery. Exceedance of the delivery periods given for information purposes or problems with the delivery shall not give rise to penalties, damages, or termination/cancellation of orders, nor shall it result in the refusal of deliveries already scheduled.

#### 4.3 Risks

The transfer of risks related to the Products takes place, whatever the method of delivery and even in the case of a sale agreed carriage paid, as soon as the Products are picked up or dispatched. Since the collected or shipped Products are considered to be in perfect condition for resale, the transportation is at the risks and perils of the customer, who shall be responsible for, in case of damage or partial losses, making all the necessary observations at the time of receipt, and the said observations must be confirmed pursuant to Article L133-3 of the French Commercial Code at the latest within 3 days (excluding public holidays) through registered letter with acknowledgement of receipt or through an extrajudicial document sent to the carrier;

In the case of apparent loss or damage, these reservations must be made at the time of delivery. Reservations concerning losses or damage that are not apparent must be made within 7 days (excluding public holidays) of the date of receipt.

In any event, the reservations formulated by the customer must be complete, justified, and as detailed as possible. Failure to notify within the aforementioned time period shall extinguish all rights of action against the carrier and Interforum. A copy of the letter sent to the carrier must be sent to our company through registered letter with acknowledgement of receipt within the same time period. In the event the carrier is chosen by the customer, the latter shall take all efforts to initiate any claim against its service provider.

#### 4.4 Compliance with date of sale and place of marketing

In view of the particularities applicable to the Products, the customer undertakes to comply with the dates of release for sale and/or disclosure of commercial data to the general public

as communicated via ONIX feeds, appearing on the inter-professional databases or communicated by any other means by the Interforum teams. The customer also undertakes to ensure that the Products are under no circumstances marketed outside the Territory. Non-compliance with the dates on which the products are put on sale, and/or the disclosure of commercial data to the general public and/or the place of marketing could, insofar as it constitutes a serious breach, call into question our commercial collaboration without prejudice to our right to engage the customer's liability and to seek compensation from it for the resulting damage to our company.

### ART. 5. ACCEPTANCE OF PHYSICAL PRODUCTS

For any delivery, before signing to validate the delivery on the delivery slip, the customer must count the number of packages / pallets and check the good condition of the delivery. In case of missing or damaged package, it is mandatory to specify it in the delivery slip in an explicit and detailed manner. Please note that neither the words "damaged package" nor "subject to verification" are enough to initiate a litigation procedure. It is necessary to describe the nature of the damage. Without prejudice to the measures to be taken as regards the carrier (Art. 4.3), complaints concerning the non-compliance of the Products with the purchase order ("PO") or the waybill ("BE") must be given in writing within 3 working days of the arrival of these products, along with the waybill and photos of the noted discrepancies. In the event of a clearly unjustified or abusive complaints or refusals to accept delivery, and after discussions between the Parties, the customer may be charged a flat-rate logistics fee (€106 excluding VAT). The customer acknowledges that these charges are legitimate and justified considering the time and efforts that must be taken by our company to process the associated abusive complaints.

In the event of repeated and unfounded refusals to take delivery of orders, we shall be entitled to re-invoice all costs incurred to the customer and/or block the customer's account.

### ART. 6. RETURNS OF PHYSICAL PRODUCTS

#### 6.1 Deadlines and Methods

All new released Products can be returned from the 4th to the 12th month following the date of publication. Any returns after this time will be rejected. As regards vintage books or old editions, returns will only be accepted and credited during the 3 months after the date of the end of sales. Physical Products returned, that do not belong to Products distributed by Interforum on the received date of the return, will be denied.

Physical Products returned by the customer must be new, in perfect condition and free of all labels, traces of glue, anti-theft devices or over-wrapping. Products in restocking, sold on firm account, cannot be returned under any circumstances. When returns are dispatched from the warehouse, parcels must be carefully packaged and closed (with internal cushioning), using clean cartons in good condition. These packages must be able to withstand the various handling operations and protect the books. The use for return purposes of containers or pallets that are improperly packaged and/or unsuitable for handling, as well as the return of loose Products, is prohibited.

More generally, the customer undertakes to comply with the Returns Guidelines published on the Interforum website.

The costs and risks of the return shall be borne by the customer. Returned Products are to be accompanied by a return form drawn up by the customer and placed inside each parcel along with the return authorisation. Each package must be identified with the specific "return" and cannot be heavier than 20 kg.. The customer must ensure that the weight of the return package such as mentioned on the carrier's receipt is compliant with the weight of the returned Products, to protect its rights in case of dispute.

Any returned Products that does not comply with all these rules will be refused and will be recovered within 15 days at the expense of the customer. Otherwise they will be destroyed. On request expressly accepted by Interforum, a return shipment at the customer's expense could be realised (flat-rate transport charge according to regional/weight price scale and flat-rate logistics handling charge of €4 excluding VAT per return shipment).

#### 6.2 Return credit

Any return effectively and expressly accepted by our company shall result, after qualitative and quantitative verification of the returned Products, in the recording for the benefit of the customer, in our books, of a credit amount corresponding to the amount of the effective price of the returned Products, payable as per the deadlines applicable to the payment of the initial order (Art. 9.1) and cannot be in any case be immediately deducted or used against an outstanding amount.

#### ART. 7. PRICES

Given the specific regulations governing book prices, the prices of physical and digital Products (excluding audio books) communicated to customers by publishers or producers are retail prices (including VAT) in euros. For the prices of other Products, refer to the specific scales or agreements, or to the legislation if necessary. For digital Products and licenses intended for academic use, refer to the website Canal numérique des Savoirs [www.cns-edu.com](http://www.cns-edu.com). The rates may be changed at any moment, and the publishers or producers shall strive to inform the customers of the same within fifteen days, through the standard professional channels. The prices exclusive of taxes shown on our invoices are the latest valid prices. The prices given in the catalogues and order forms are for information only, and only the invoice price is binding. Furthermore, in the event of a difference between the price shown on the product and the invoiced price, the invoiced price will prevail. All different prices mentioned on other documents shall not be applicable. All orders are payable in Euros. It is the customer's responsibility to pay all taxes, charges and contributions in force, and in particular for DVD retailers to pay the TVS.

### ART. 8. INVOICING

For physical Products, an invoice is drawn up for each delivery and issued at the time of delivery or sent electronically, unless a Delivery or Collection Order has been issued, in which case an invoice referring to the issued Delivery or Collection Order will be drawn up and sent electronically or sent within a few days of dispatch. In order to comply with the rules relating to the generalisation of electronic invoicing, Interforum shall, subject to the prior agreement of the customer, send invoices in electronic format to the address indicated by the customer in accordance with Article 2 of the GCS, which may be modified - by written request - subject to a notice period of 30 days. Any request for invoicing by department will be invoiced at 1% of the invoiced amount. For digital Products, monthly invoicing is implemented. Any dispute concerning the invoicing shall require a written complaint within 30 days from the date of invoicing.

### ART. 9. PAYMENT

#### 9.1 Methods

Subject to favourable references and within the framework of a credit facility set by our company, and except in the event that imperative regulations provide for a shorter maximum payment period, payments will be made under the following conditions:

- Customers registered with the new releases service of publishers distributed by Interforum = payment 60 days end of month from date of invoice by recovered bill of exchange or, subject to Interforum's prior agreement, by bank transfer.
- Other customers and for related products subject to 20% VAT = payment within 30 days of the end of the month by recovered bill of exchange or, subject to Interforum's prior agreement, by bank transfer.

For the purposes of this article, payment shall be deemed to have been made only if payment is actually made and credited to our accounts on the agreed due date, to the exclusion of the mere presentation of a bill of exchange implying an obligation to pay. There shall be no discounts for early payment.

#### 9.2 Delay or default

Any failure to make payment within the aforementioned deadlines and conditions may, unless in case of settlement within 8 days of the due date and except in the case of insufficient funds, rightfully and without prejudice lead to any other action for obtaining damages, result in:

- The suspension of all ongoing orders and blocking and subsequent closing of the account;
- The termination of the sale by Interforum, who may demand ipso jure the return of the products. The termination shall be applicable not only for the order in question, but also for all previous unpaid orders, regardless of whether they are delivered or being delivered, and of whether the payment for the same is due or not.
- The rightful cancellation of all discounts and specific commercial benefits.
- The implementation, revision, or termination of a limited overdraft facility.
- The immediate and rightful payability of the entirety of the amounts due.

In addition, any unpaid amounts at the deadline given on the invoice pursuant to Article L441-10 C.Com, shall result in the application of penalties for delay calculated based on the rate of interest applied by the European Central Bank for its most recent refinancing operation plus 10 percentage points (this rate is applied on the amount due), it being specified that the calculation shall be done on a prorata temporis basis per day of delay, as well as the application of a fixed rate compensation as collection charges of €40. The penalties that are rightfully payable start from the day after the deadline given on the invoice and till the date of effective payment. Any invoice in recover process by the legal department shall be rightfully increased by a non-reducible compensation within the meaning of Article 1231-5 of the civil code fixed at 15% of its amount. In no event can the payments be suspended without written and prior agreement from Interforum. Any partial payment shall first be offset against the amounts which have been due for the longest time.

#### 9.3 Requirement of guarantees for payment

Our company may, at any moment, request information and/or financial statements from the customer to verify that it is able to meet the financial commitments resulting from its orders. Any deterioration in the customer's credit facility may justify the requirement of guarantees, by cash payment. This shall particularly be the case in the event of a change in the debtor's capacity, its professional activity, its directors, the corporate form or shareholders, or if a transfer, lease, collateral, or contribution of business assets, has an unfavourable effect on

the customer's credit facility. In addition, any deterioration in the customer's credit facility likely to lead to default of payment shall give rise, when the customer obtains supplies in cash and in the sales outlet, to the application of discounts specific to emergency orders, except for the possibility for the customer in this situation to send its orders to the Malesherbes site (see contact details above); the orders will be quantified and the amount to be paid - in cash by bank transfer - will be communicated to the customer by the customer accounting department, to enable it to benefit from the usual discounts. The customer will expressly inform Interforum of any change in the structure and operation of its business (transfer, contribution, placing in lease management, etc.). In the event of non-payment prior to a change, and in particular a transfer operation, and regardless of the amount of the debt due or not due, a stop sale order may be formulated on the transfer price. Any of the customer's successors/buyers must apply to open a new account with our company.

### ART. 10. DISCOUNTS

Customers who have opened an account with Interforum benefit from the following in respect of the Products:

- A base discount on the Published Price excluding tax or on the recommended price excluding tax, depending on the nature of the product.
- And possibly quantitative and/or qualitative discounts.

The discount schedules are set out in the CCS. If the purchases made by a customer in a given calendar year are lower than the thresholds set by the discount scales, and unless a waiver is granted by Interforum, the customer will be obliged either to proceed with cash payment of the orders, under the conditions of Article 9.3, and to collect the (physical) products from the warehouses, or to be assigned to another sales network and the related discount scale. Only the CCS specific to the network to which the customer belongs and/or specific to the Products that the customer intends to order may be provided on request; these conditions of sale form an integral part of the GCS. Granting of discounts is subject to strict compliance with the GCS and particularly, the payment terms and conditions. As stipulated in Art. 9.2, non-compliance with a deadline particularly exposes the customer to losing their right to a discount. Discounts are calculated on invoices, on the date of sale, line by line, from the pre-tax published price or the pre-tax recommended price. For products broadcast and/or distributed by Interforum, please refer to the terms and conditions specific to them (CCS).

### ART. 11. RESERVATION OF OWNERSHIP

It is expressly agreed that the transfer of ownership of the Products delivered to the customer is subject to full payment of the price (principal and ancillary). Any clause to the contrary inserted in the general conditions of purchase of the customer is deemed unwritten. However, it is understood that the mere delivery of an instrument creating an obligation to pay, a bill of exchange or other instrument does not constitute a payment within the meaning of this clause, the seller's original claim on the buyer shall remain with all the guarantees attached to it, including the reservation of ownership, until the said paper instrument has actually been paid. In case of garnishment, or any other intervention by a third party on the products, the buyer must imperatively inform Interforum immediately in order to allow it to oppose the same and to protect its rights. The buyer shall also refrain from putting the ownership of the products as collateral or transferring the same. It shall ensure that it is always possible to identify the products. The products in stock are considered as unpaid.

### ART.12. INTELLECTUAL PROPERTY AND METADATA

All advertising, promotional and commercial material that may be provided by Interforum to the Customer is intended to be used exclusively for the presentation of the Products as recommended by Interforum. The Customer shall not allow any third party to use the same. The customer undertakes, in the case of use of metadata on its website or any other advertisement, to use the interprofessional communication tool "DILICOM ONYX" and to regularly update - depending on the data present - the data concerning the products initially received from Interforum. The customer thus undertakes to include the product updates communicated by DILICOM ONYX within a period of two working days and to carry out any related update upon first request from Interforum.

### ART. 13. PACKAGING

Packaging bearing the Interforum brand and/or that of the publishers may only be used for its Products and may under no circumstances be used for other products. Any breach of this rule could expose the offender to prosecution and the payment of damages.

### ART. 14. PRODUCT COMPLIANCE

The manufacturer and/or importer is solely responsible for the compliance of educational materials and toys - within the meaning of Directive 2009/48/EC of 18 June 2009 and its implementing legislation - with current French and European legal provisions.

### ART. 15. PROTECTION OF PERSONAL DATA

When opening an account, the customer's representative may provide personal data that will be gathered by and on behalf of Interforum. This data is subject to automated processing in the context of the execution of orders linked to the commercial relationship between Interforum and the customer. It may be used for commercial prospecting purposes by e-mail or via social networks, relating to similar products or services, it being specified that Interforum allows the customer to object to such communication. This personal data will be stored by us for up to 3 years from the end of the commercial relationship, and beyond that up to the end of the applicable prescription periods, purely to allow establishing proof of a related right or for compliance with a legal obligation.

In accordance with the French Data Protection Act of 1978, as amended, and Regulation (EU) 2016/679, the customer's representative has rights of access, rectification, opposition, limitation, portability, deletion and the possibility of giving instructions concerning the retention, deletion and communication of their personal data after their death.

To exercise your rights, please send a request through registered letter to [DPO-Editis:92@sejer.fr](mailto:DPO-Editis:92@sejer.fr), 92 avenue de France 75013 PARIS enclosing a copy of an ID document. Subject to a breach in the aforementioned provisions, the customer may lodge a complaint with the CNIL [French data protection agency].

### ART 16. PREVENTING CORRUPTION AND INFLUENCE PEDDLING

The Parties represent and warrant that they will carry out their activities in the context of their commercial relationship in accordance with the applicable laws and regulations, in particular the laws relating to the fight against corruption and influence peddling and to International Commercial and Economic Sanctions. The Parties expressly acknowledge and agree that (i) in the event of a breach of this clause, each Party reserves the right to send the other Party formal notice to take necessary corrective measures within a reasonable period of time and (ii) if the necessary corrective measures are not taken within the given period of time, the requesting Party may decide to suspend or terminate the commercial relations with the defaulting Party, without engaging its liability and without prejudice to any damages which it may claim as a result of such a breach.

### ART.17 PLEA FOR NON-PERFORMANCE

Interforum may refuse to execute any of its obligations - first and foremost the delivery of Products and/or the continuation of sales of digital Products - if the customer does not fulfil its obligations and in particular its obligation to pay Interforum's invoices on the agreed date.

### ART.18 OPPOSITION TO HARVESTING OPERATIONS, TEXT AND DATA MINING

In the event that the customer commercializes the Products on an e-commerce platform, he undertakes to oppose, notably through the general conditions of the latter and/or its technical elements, all harvesting operations and text and data mining, within the meaning of article L. 122-5-3 of the French Intellectual Property Code, in relation to the Products. This opposition must cover the entire site and the content to which it gives access to.

### ART.19 FORCE MAJEURE

Interforum may not be held liable for the failure to execute one of its obligations insofar as this non-performance is due to an external reason out of its control which it could not reasonably foresee and/or overcome on the day the order is placed and/or the customer account is opened, such as such as a discontinuation of the publisher's business, strikes, frost, fire, storms, floods, supply difficulties and generally, any event presenting the characteristics of force majeure.

### ART.20 DEMATERIALIZATION - AGREEMENT ON PROOF

Interforum may request an electronic signature of these GCS by the customer. In this case, the customer acknowledges that the GCS signed in this way constitute the original of the said document and that, in accordance with article 1366 of the French Civil Code, the signed electronic document constitutes proof in the same way as a written document on paper. In witness whereof, the customer has electronically signed the Contract.

### ART. 21. JURISDICTION-DISPUTES

The GCS and the resulting contractual relations are subject to French law. In the event these general terms & conditions of sale are translated, the French version shall prevail. The Commercial Court of PARIS shall have sole jurisdiction in case of litigation of any nature or a dispute concerning the creation, execution, cessation and the consequences of the cessation of contractual relations between our company and a customer, and particularly concerning any dispute related to the creation or execution of the orders. This clause shall even be applicable in case of summary proceedings, incidental claims, multiple defendants or introduction of third parties, and regardless of the method and terms of payment, without any jurisdictional clauses that may exist on customer documents being able to prevent the application of this clause. Moreover, in case of legal action or any other debt collection action by our company, the costs for the summons, court fees, and the fees for the lawyer and bailiff and all associated costs must be borne by the customer.