

GENERAL CONDITIONS

1. GENERAL CLAUSES APPLICABLE TO ALL CONTRACTS

Article 1 – Purpose and validity of the general conditions

- These general conditions apply in full to all contracts entered into between C.K. S.A., registered in the Trade & Companies Register under number B17312, having its registered office at 55, Rue de Luxembourg, L-8440 Steinfort and its operational headquarters at 2, Rue Léon Laval, L-3372 Leudelange (hereinafter “CK”) and any natural or legal person, whether public or private, acting itself or through the intermediary of another person acting in its name or on its behalf for purposes included in the framework of its commercial, industrial, craft or liberal professional activity (hereinafter “the Client”), irrespective of the place of delivery or performance.
- These general conditions may be supplemented or modified by particular conditions and/or the offer, which shall prevail in the event of contradiction with these general conditions.
- By signing or executing any document referring to these conditions, the Client is deemed to have accepted them and no derogation will be allowed without the express prior agreement of CK.
- Any stipulations modifying these general conditions will be considered by CK as null and void unless they result from a written rider to the contract signed by both parties. Any condition contrary to these general conditions unilaterally established by the Client, in its own general conditions or in any other document, will be unenforceable against CK, regardless of when it is brought to its attention.
- CK reserves the right to amend these general conditions at any time, in particular to take account of any changes made to laws and regulations. The amended general conditions shall be deemed to have been accepted by the Client providing they have been previously communicated by CK and in the absence of objection by the Client within fifteen (15) days of notification of the amendments.
- These general conditions cancel and replace all previous agreements, written or oral, between CK and the Client.
- These general conditions, and the particular conditions and/or the offer, are binding on CK only providing they have been signed or countersigned by CK.
- For the purposes of these general conditions, references to the term “contract” shall be understood to refer to all the agreements concluded between CK and the Client for the sale or rental of a good or the provision of a service, including these general conditions and the particular conditions and/or the offer.

Article 2 – Duty of information

- The Client undertakes to indicate precisely all its expectations of CK. The Client acknowledges that it has been duly informed and advised by CK of the functionalities of the equipment sold or rented as well as of the conformity of such equipment or of the services contracted with CK to its expectations. In any case, CK cannot be held responsible for any damage resulting from the inaccuracy or erroneous nature of the information provided by the Client.
- The Client expressly acknowledges that it is a professional and that it has chosen, under its exclusive responsibility, the hardware and IT infrastructure belonging to it and used for the execution of the contract. In using CK's services, the Client acknowledges that they are appropriate and that they meet its processing requirements and instructions.

Article 3 – Offers, orders and execution

- Any offer made by CK shall be valid for thirty (30) days from the date of issue. It is subject to revision in the event of an increase in the cost of raw materials, changes in exchange rates, modifications to the initial project during its execution or any other circumstance beyond CK's control.
- CK is entitled to decline an order placed by the Client, even if it is based on an offer or price indication made by CK. Offers are validated only when the order is confirmed.
- Any order placed with CK shall be considered definitive for the Client upon receipt of the purchase order or any other document confirming the order. The Client acknowledges placing the order with full knowledge of the facts after having been duly informed by CK of the advantages and limitations of the products and services delivered. CK will use all reasonable efforts to execute the order within the agreed time frame.
- Deliveries and services shall be deemed to have been accepted and validly performed if not challenged by the Client within five (5) working days from the delivery of the product or provision of the service.

Article 4 – Prices, invoicing and payment

- Prices shown on the website, in the catalogues and in any promotional or advertising material are in euros, unless otherwise stipulated. These prices are purely indicative and CK reserves the right to change them at any time without prior notice. CK accepts no liability for any errors and/or inaccuracies contained in its catalogues or other publications.
- In the event of any changes in exchange rates, applicable taxes, manufacturers' or publishers' purchase prices or prices set by subcontractors after the order or the date of conclusion of the contract, CK reserves the right to adjust the sales prices accordingly. Such adjustment shall require new acceptance on the part of the Client in order for the contract to be validly constituted.
- Unless otherwise agreed, the rates applicable by CK are specified in the Special Conditions. Hourly rates, contracts and miscellaneous charges will be indexed automatically on the basis of the sliding salary scale published by STATEC and will be applied to the monthly rate of the contract.
- When carrying out maintenance or repair work, CK will apply the hourly rate in force on the day the service is carried out.
- With the exception of sales, prices are calculated on the basis of volumes (in particular copies, prints, scans, etc.), as estimated by the Client in the particular conditions and/or the offer. If the volumes have not been attained at the end of the period indicated in the particular conditions and/or the offer, CK reserves the right to demand a supplement equal to the total price that would have been charged to the Client if the estimated volumes had been attained. These prices and volumes may if necessary be revised according to the Client's needs. The price per unit of work retained (copy, page, document, etc.) at the end of the contract, and, for copies, toner consumption depending on the fill rate of the copied or printed documents. All amendments must be made by means of a written rider to these general conditions.
- The sums due for a rental and/or services are payable monthly in advance as indicated in the special conditions.
- Invoices, indicating prices plus legal duties and taxes, shall be drawn up in euros and payable within thirty (30) days.
- CK reserves the right to require payment of the amounts due by direct debit, to require advance payments on account and/or to assign its receivables to a factoring company. CK is expressly authorised by the Client to collect the amount of the services or rentals directly or through the banking or financial institution of its choice, by direct debit from the Client's bank account. To this end, the Client undertakes to notify the institution with which its account is held and to authorise payment on presentation of said bills or direct debit notices.
- Late payments shall accrue interest in favour of CK *ipso jure* and without the need for any formal notice at the rate of 2.5% per month. This interest shall be for the Client's account. CK will instigate legal proceedings for recovery after three reminders have remained unanswered.
- In the absence of payment within the above-mentioned period, CK may claim from the Client, without prejudice to any procedural compensation, even of a higher amount, that might be granted by a court on the basis of Article 240 of the New Code of Civil Procedure, a fixed compensation amount of 15% of the amounts due in principal including VAT, with a minimum of €1,500.00 (one thousand five hundred euros), unless CK can justify collection costs for a higher amount, for all collection costs not included in the costs incurred as a result of the late payment.
- Late payment shall also give rise to the suspension of orders and the return of the goods, in accordance with the specific provisions of these general conditions.
- Invoices that are not disputed in writing within eight days of receipt shall be deemed to have been accepted, without the Client's being able to invoke a change of address if the time limit for dispute is exceeded. The Client shall in any event pay any undisputed amount in the event that it disputes part of an invoice sent to it.

Article 5 – Delivery and transfer of responsibility

- Unless particular conditions and/or the offer provide otherwise, delivery of the equipment shall take place at CK's premises, by handing it over either to the Client or to the carrier, or by notification of availability or by individualisation of the equipment with a view to its transport.
- If delivery of the product does not take place at CK's premises, the transport and travel costs to be borne by the Client will be communicated by CK to the Client prior to delivery.
- Upon reception of the delivery, the product is placed under the responsibility of the Client which shall then bear all risks of loss or damage and contract the necessary coverage, regardless of the date of transfer of ownership. In the event of loss or damage in connection with transport, the Client shall seek recourse against the carrier(s). If the Client does not take delivery of the product, CK shall be entitled immediately to invoice the price of the product and any other costs caused by the Client's failure to take timely delivery.
- The delivery, service or intervention times indicated by CK are indicative times based on forecast average times. The temporary unavailability of a product due to its being out of stock or justified delay in the provision of a service shall not lead to the cancellation of the overall order without the express agreement of CK and shall not entitle the Client to any compensation from CK. In the event of one or more ordered products being out of stock, CK may carry out an initial delivery and partial invoicing of the available products.

Article 6 – Subcontracting

- CK reserves the right to subcontract all or part of its services, including in particular the development and deployment of IT solutions, to a third party company. CK may change subcontractor at any time as long as the services are at least equivalent and have no impact for the Client.
- The responsibility for these solutions may be transferred to this third party company. In this case, the Client will be duly informed of this in particular conditions and/or the offer.
- CK shall however remain fully responsible for the performance of the tasks entrusted to the persons replacing it.

Article 7 – Reservation of title

- CK shall retain ownership of the equipment sold until the full price thereof has been effectively paid.
- In the absence of full payment of the price of the product, CK may take back the product from the Client at any time. CK may also take back any unpaid product that is in the hands of subsequent purchasers or require direct payment from them.
- Until the price has been paid in full, the Client may not pledge the product, exchange it, or transfer ownership of it by way of guarantee. Furthermore, the Client shall be liable to CK for any loss, disappearance, deterioration or wear and tear of the equipment.
- All rented assets remain the property of CK or its financial partners or subcontractors. Such assets may not be modified in any way other than repair and maintenance necessary for its proper operation (subject to prior authorisation from CK). The Client may not sell, rent or make available to anyone in any capacity and in any form whatsoever all or part of the equipment without the prior written agreement of CK.

Article 8 – Obligations of the Client

- The Client is obliged to ensure the respect of intellectual property rights and the lawful use of the creations, productions and software applications that it chooses to install or to have installed on its systems by CK. The Client has no right to reproduce or copy them by any process whatsoever or to transmit them to third parties without the express permission of their authors. CK shall in no case be held liable for the unauthorised use of software applications by the Client. The Client is obliged to indemnify CK for any damage resulting from the Client's unauthorised use of creations, productions or software applications.
- The use of any equipment or services provided by CK under this contract constitutes acceptance of the contract by the Client. The contract shall not be susceptible of cancellation.

Article 9 – Assignment

- Notwithstanding CK's right to enter into subcontracts with a third party for all or part of its services, a party may assign, sub-license or otherwise transfer any of its rights deriving from an order, contract or agreement if and only if the other party has given its prior written consent. Such consent will not be withheld or delayed without good reason, but in any

case nothing prohibits or restricts CK's right to assign, sub-license, transfer or otherwise dispose of any of its rights or obligations to its subsidiaries or sister companies.

- The Client acknowledges that CK has kept it informed of the possibility of an assignment, pledge, delegation or subrogation in whole or in part of the rights and obligations (including the sale of the equipment) deriving from the contract concluded between CK and the Client subsidiarily, in favour of any natural or legal person of CK's choice.
- In accordance with paragraph 1 of this Article 9, the Client hereby authorises and accepts in advance such a transaction and undertakes to sign at CK's first request all documents necessary for the legal and administrative regularisation of the transaction. Such transaction may be notified to it by registered letter with acknowledgement of receipt or by formal document.
- In the event of such assignment, the Client undertakes to pay all sums due by virtue of these general conditions to the beneficiary of the transaction (CK's third party contractor). The Client waives any set-off, reduction or contractual claims based on exceptional rights that it might be able to assert against CK. This thus renounces all recourse against the beneficiary (CK's third-party contractor) particularly in respect of the construction, delivery or installation of the equipment.

Article 10 – No poaching

The Customer waives, without the prior written consent of CK, the right to solicit, hire, engage or otherwise retain the services, directly or indirectly, of any employee of CK. This waiver is valid for the duration of the Contract plus two years. In the event that the Customer does not respect this non-solicitation and non-repurchase undertaking, it irrevocably undertakes to pay CK a minimum compensatory indemnity equal to one (1) year's salary, including all bonuses, of the employee who has been dismissed, including social security charges.

Article 11 – Processing of personal data

- CK is the Controller for the personal data on the natural persons from whom it collects such data when opening the Client account or when signing an agreement with the Client.

Any contract concluded between the Client and CK may involve CK's collecting from the Client personal data the processing of which is necessary for the performance of the business relationship or legal obligations. If this is necessary for the execution of the contract, the data may be processed, recorded and archived by CK or even passed on to third parties or processors. Any communication of personal data shall be made in accordance with Luxembourg law and European Union law, including Regulation No. 2016/679, the General Data Protection Regulation (hereinafter the “GDPR”).

CK reserves the right to transfer to the beneficiary of any assignment, pledge, delegation or subrogation, as referred to in Article 9 hereof, and if applicable to its affiliated companies, all data relating to the Client, including its personal data. The Client hereby expressly consents, in accordance with Article 12 hereof, to this transfer of data, and authorises the beneficiary of the transaction (and, where applicable, its affiliated companies) to process it within the framework of the management of the transferred contract, for its own needs or for any other legitimate reasons.

The processing of these data is based on its consent collected at the time of the creation of the Client account and implicitly on the execution of the agreement concluded with CK. These data are strictly confidential and reserved exclusively for professional use and within the precise framework of an assignment.

Personal data may also be processed for the following purposes:

- business relationship with the Client;
- business relationships with suppliers and subcontractors;
- replies to requests for information, etc.

For any request for information on the data that CK holds concerning the customer, their origin and their recipients as well as the purpose for which they are stored, a request can be made to the person responsible for processing via the email address: gpr@ck-group.lu.

CK has appointed a Data Protection Officer (DPO) who is responsible for ensuring compliance with the provisions of the GDPR. The DPO oversees respect for the rights of natural persons whose data are processed by CK. The customer, if he wishes, can contact the DPO directly via the email address dp@ck-group.lu.

- Unless otherwise stipulated, these personal data comprise the name of the company or its representative(s), a postal address for correspondence, a billing address and an email address as well as a telephone number. However, when it is necessary for the execution of the contract, it is possible that the information transmitted by the Client may be more extensive.
- The Client acknowledges having been informed that it has at all times on the one hand the right of access and rectification of the personal data concerning it in accordance with the legislation relating to the processing of personal data in force in the Grand Duchy of Luxembourg and, on the other hand, the right to refuse the processing of its data, with the consequence that CK then reserves the right to refuse the conclusion of a contract with it if these data are necessary for the execution of the contract. Within the limits of the legislation in force, the Client may request the erasure of personal data or a restriction on their processing.
- By express agreement, the Client authorises CK to record and process the data in order to ensure the implementation, management and follow-up of the rental and maintenance contracts concluded with it. Without expressly stipulated disagreement, the Client agrees that the so-called «multifunctional product» equipment will be subject to remote administrative management.
- CK reserves the right to use these data for promotional purposes providing the Client has expressly consented to this. The Client may, at any time, refuse in writing to allow the use of its personal data for advertising purposes.
- Data will be retained for the duration of the contract and ten (10) years after its expiry, without prejudice to any limitation period, legal or regulatory obligation imposing a longer retention period.
- Access to these data will be secured and CK will inform the Client of any violation in the processing of these data as soon as possible.

In the event of proven breach of personal data, as soon as the CK Controller becomes aware of it, it shall take the necessary measures promptly and if possible within 72 hours to notify the CNPD, the Luxembourg Data Protection agency, of the fact by:

- providing a description of the nature of the data breach, including, as far as possible, the categories of data, the sample of persons affected and the approximate number of records affected;
- giving the name and contact details of the DPO or the Representative of the Controller;
- describing the likely consequences;
- reporting the corrective measures already taken or envisaged to mitigate the data breach and/or to minimise or eliminate any adverse consequences.

In the event that CK is obliged to transfer personal data of the Client to an international organisation or to a country, by virtue of the GDPR or the law of a member country to which it is subject, it undertakes to inform the Client directly and without delay before the requested processing, unless the law invoked explicitly prohibits such information for reasons made legitimate by the requesting authority.

Article 12 – Confidentiality / PSF support approval (Professional of the Financial Sector)

- The Client acknowledges and accepts the fact that CK and its subcontractors may have access to confidential information in the context of the assignments entrusted to them. CK and its subcontractors shall respect the strict confidentiality of the information to which they have access and shall not disclose it to any third party without the Client's prior consent.
- All information obtained by CK or its subcontractors in the course of the performance of the contract with the Client shall remain confidential even after the end of the contract.
- CK is subject to the regulations covering PFS support approval and is regulated by the CSSF, Luxembourg's financial sector supervisor.

Article 13 – Limitation of liability

- The Client undertakes to use the services or equipment provided by CK with due care. CK cannot be held liable for any damage resulting from abnormal use of the equipment rented or sold or the services made available to the Client.
- CK cannot be held liable for any damage resulting from a situation not provided for in the contract.
- Unless otherwise provided, CK shall not be liable for indirect or consequential damages such as loss of production, business interruption, loss of opportunity, financial or commercial loss or other damage, directly or indirectly attributable to the installation, use or failure of the delivered goods. In particular, CK cannot be held liable for damages related to a failure to deliver, damage or lack of back-up, damage related to the non-conformity of the equipment with the Client's needs, incompatibility between items of equipment or hardware obsolescence.
- Unless otherwise stipulated, CK's liability for all damages shall be limited to the total sums paid by the Client for the faulty service or equipment, which will be the only amount taken into account for the calculation of damages. The damage shall be calculated in proportion to the duration of the contract in the case of service contracts or in proportion to the severity of the defect confirmed by CK in the case of sales contracts.
- In the event of an error or failure in the performance of the service for which CK is responsible, CK shall compensate the Client for damage suffered in kind, namely by rectifying the proven error or failure. Only if the rectification of the error or defect is impossible to carry out in kind will CK be obliged to pay compensation, within the limits of the foregoing paragraph.
- The liability of either party shall be totally excluded in the event of the non-performance of one or more of its obligations deriving from these general conditions or from the particular conditions and/or the offer where such non-performance is due to a situation of force majeure.
- In no case shall CK be held responsible for damage caused by third parties or modifications made by the Client or third parties to the equipment, installations or services supplied by CK. The Client shall be liable for any damage caused to the equipment and installations placed at its disposal and resulting from the intervention of the Client or third parties.
- In accordance with article 7.4, all rented goods remain the property of CK or its financial partners or subcontractors. At the end of the rental period, CK takes back the equipment. Any possible alterations to the customer's premises which were necessary during the installation of the equipment linked to this contract will not be restored by CK (fixing hole, wall, paint, etc).

Article 14 – Handling of claims and complaints

Any claim or complaint by the Client shall be submitted to CK in written form. Subject to an investigation of the event giving rise to the claim or complaint, CK undertakes to deal with claims and complaints as soon as possible and to endeavour to find a solution with the Client that is appropriate to the subject matter of the claim or complaint.

Article 15 – Severability

- In the event that all or part of a clause of these general conditions should be declared null and void, this shall in no way affect the validity of the remaining provisions.
- In the event that all or part of a clause of these general conditions should be declared inapplicable or null and void by virtue of prevailing legislation, the parties agree to renegotiate such clause in good faith in order to retain their economic position as closely as possible to that deriving from the provision ruled inapplicable. If they fail to replace such provision in a mutually acceptable and applicable manner, (i) such provision shall be excluded from the general conditions, (ii) the remaining general conditions shall be construed as if such provision were excluded, (iii) the remaining general conditions shall apply in their own terms.

Article 16 – Termination of the contract and return of equipment

- In the event of the unilateral termination of the contract by the Client, the Client is obliged to notify CK of its intention to terminate the contract by registered letter with a prior notice period of six (6) months before the end of the contract, as provided in the particular conditions and/or the offer.

2. Otherwise, beyond the duration specified in the particular conditions and/or the offer, the contract shall be tacitly renewed for the period provided in the initial contract, on the same conditions and on the basis of the most recent rental. CK reserves the right to change the equipment supplied in the event that certain parts necessary to its operation should cease to be produced by the suppliers.
3. If the Client wishes to terminate the maintenance contract before its maturity, it shall be liable for the full amount of the rental remaining to be paid until the maturity date provided in the particular conditions and/or the offer.
4. In the event of cancellation of the commitments of the Client, notified at the latest fifteen (15) days before the first date planned for the delivery of the equipment, the Client shall pay CK a cancellation fee equal to 30% of the amount agreed in the contract. The cancellation shall not take effect until this compensation fee has been paid, strictly within fifteen (15) days of notification by the Client, without prejudice to CK's right to agree to extend this period.
5. CK may terminate the service contract:
 - a) eight (8) days after giving formal notice of default in the event of the Client's failing to fulfil any of its legal or contractual obligations, and particularly in the event of non-payment of an invoice that is due, where such formal notice has proven ineffective,
 - b) without prior formal notice in the event of the dissolution or liquidation of the Client if the Client is a company, cessation of the Client's business activity if the Client is a trader or merchant, arrangement or request for judicial or amicable arrangement, bankruptcy, insolvency of the Client, protest in its name, seizure of any of its assets, disappearance or depreciation for any reason whatsoever of one or more securities or guarantees granted to CK, falling one month after the signing of the contract, to present at the request of CK the insurance contract referred to in Article 29 as well as an endorsement stipulating that in the event of a claim the compensation shall be paid directly to CK, and finally termination, suspension or invalidation of the insurance contract referred to in Article 29 without any other contract being immediately presented.
6. Subsequent offers to pay or to carry out the payment or performance after the stipulated period shall not deprive CK of the right to demand termination with prior notice of one month.
7. Termination of the contract is subject to the following conditions:
 - a) The equipment and its accessories shall immediately be returned, in good working order and condition and complete, to CK at the location determined by CK. If necessary, the Client authorises CK to enter the premises where the rented equipment is located in order to retrieve it. Any costs incurred in disconnecting and removing the equipment and restoring it to its original state shall be for the Client's account. In the event that the Client should refuse to return the equipment, an immediately enforceable order issued by the urgent application judge of the Court of Luxembourg shall suffice to compel the Client to do so.
 - b) Failing the amicable return of the equipment within eight (8) days of a registered letter sent by CK to the Client requiring such return, without prejudice to the procedure provided in the foregoing paragraph if applicable, the Client shall pay CK a flat-rate indemnity equal to the residual value of the equipment as determined by CK.
 - c) In addition to the due and unpaid rentals plus contractual interest and the compensation provided above, the Client shall pay a flat-rate termination and re-renting indemnity irrevocably fixed at the sum of the rentals due until the maturity of the contract, without prejudice to CK's right to settle for a lesser indemnity. If the Client retains the use of the equipment initially rented for a certain time after termination, CK shall be entitled to charge, in addition to the flat-rate termination and re-renting indemnity equal to the sum of the rentals due until the normal maturity of the contract, user fees in the same amount as the contractual rentals; payment of these user fees shall in no way invalidate the termination or restore the Client's former rights as lessee. The above provisions relating to rentals, in particular as regards the due date, collection by direct debit notice and contractual delay interest, are applicable in their entirety to the said user fees.
8. The Client is informed that in accordance with Luxembourg legislation the selective collection and take-back of discarded electrical and electronic devices ("e-waste"), from users other than households is not allowed; therefore e-waste cannot be taken back or part-exchanged for other equivalent electrical and electronic devices. Collection of e-waste is the Client's responsibility.

Article 17 – Applicable law and jurisdiction

1. Any contract concluded between the Client and CK is subject to Luxembourg law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. In the absence of amicable agreement, any dispute relating to the interpretation or execution of these general conditions or to the contractual relationship between the Client and CK shall come under the exclusive jurisdiction of the Luxembourg courts. CK may nevertheless bring the dispute before the court of the real domicile of the opposing party.
3. CK elects domicile at its registered office in Luxembourg.
4. The Client elects domicile at the address indicated in the particular conditions and/or the offer, at which address any deed or writ shall be validly served. However, CK reserves the right to serve notices to the last address indicated by the Client.

Article 18 – Penalty clause

For each lawsuit brought by one of the parties against the other and in which CK wins, a penalty clause is to be paid by the Client. This penalty clause amounts for each lawsuit (including cases brought by petition and orders to pay) to 15% of the amount due with a minimum of €400.00 (four hundred euros) per lawsuit.

Article 19 – Final clauses

1. The signatory of these general conditions certifies that he or she has unrestricted authority to contract with CK in accordance with the Client's articles of association or validly granted delegation of powers. CK has no obligation to verify these powers. Also, where applicable, a signatory purporting to bind a company shall be liable towards both that company and CK.
2. By signing the particular conditions and/or the offer and initialising these general conditions, the Client expressly accepts the provisions set forth in these general conditions in accordance with Article 1135-1 of the Civil Code.

2. SALE OF EQUIPMENT

Article 20 – Description of the activity

The purpose of the equipment sale contract is the sale of equipment made by third party manufacturers designated in the particular conditions and/or the offer and intended for professional purposes as stated and acknowledged by the Client.

Article 21 – Reception of the equipment

Upon reception of the equipment, the Client will be required to sign a document certifying its conformity with the offer.

Article 22 – Services and products supplied by third parties

1. The possibility for the Client to purchase and directly download applications developed and supplied by the manufacturer or third parties on the equipment sold does not fall within the scope of this contract.
2. CK cannot be held responsible for malfunctions caused to the equipment by the downloading of such applications, or for the malfunction of the applications themselves, or for faulty updates carried out by the Client.
3. In such case, the clauses relating to warranties and maintenance shall not apply and any intervention of CK will therefore be billable at the hourly rate in force.

Article 23 – Hidden defects and warranty

In accordance with Article 1643 of the Civil Code, CK shall not be liable under any warranty for any hidden defects, known or not by CK at the time of delivery.

3. RENTAL

Article 24 – Financing

CK reserves the right to finance the equipment rented through a financing partner of its choice. In the event that the financing partner does not agree to the equipment being delivered in a country other than the Grand Duchy of Luxembourg, the machines must be delivered in Luxembourg.

Article 25 – Description of the activity

These general conditions apply to contracts for the renting of assets manufactured by third parties designated in the particular conditions and/or the offer and intended for professional purposes as stated and acknowledged by the Client.

Article 26 – Effective date and term of the rental

1. The rental takes effect from the delivery of the first item of equipment. Rental payments are due from the date determined in the particular conditions and/or the offer.
2. In the event that delivery of the equipment has to be postponed in order to bring the Client's premises into conformity with the manufacturer's instructions for use, or for any other reason attributable to the Client, the effective date of the rental shall nevertheless remain unchanged and the Client shall be obliged to pay.
3. The duration of the rental is fixed by the particular conditions and/or the offer.

Article 27 – Reception of the equipment

1. Once they have been delivered, the products are placed under the responsibility of the Client, who shall thenceforth bear all risks of loss or damage.
2. Upon reception of the equipment, the Client will be required to sign a document certifying its conformity with the prescriptions laid down in the particular conditions and/or the offer.

Article 28 – Use of equipment

1. The Client undertakes to use the equipment with due care in accordance with the manufacturer's specifications (in particular with regard to the physical environment in which it is placed, the supplies associated with it, air conditioning and power supply) and to take all steps to ensure that it is kept in good working order throughout the duration of the contract.
2. The Client will be informed in good time of all the elements necessary for the use of the equipment, in particular with regard to the power supply, air conditioning and the space required to install the equipment.
3. The equipment may not be moved without the prior written consent of CK. All moving operations shall be carried out under the control of the owner or the maintenance company, at the Client's expense and with the prior written agreement of CK. Rentals will continue to be due throughout the move.

Article 29 – Insurance

1. In accordance with the legal provisions on insurance, the Client undertakes during the entire rental period to have the equipment insured by its insurance company. This insurance must cover the risks of fire, theft and material damage for the price of the rented objects plus tax. The insurance contract must be concluded before delivery of the equipment with a company approved in Luxembourg. The Client will be required to show proof to CK of the existence of an insurance contract and payment of the premiums. The policy must stipulate that the insurance company undertakes to alert CK to any amendment to or cause of cessation or suspension of the insurance.
2. CK reserves the right to forward the policy to its financing partner and to have it established by means of riders that compensation in the event of a claim is to be paid to CK's financing partner.

Article 30 – Obligations of the Client

1. If during the rental period the Client is not or ceases to be the owner of the property in which the equipment is located it undertakes to inform CK in advance of the surname, first name and domicile of the lessor of the premises so that the lessor can be informed that the equipment is rented. The same shall apply in the event of a change of lessor or the pledging of the Client's business, in which latter case the Client shall inform CK of the contact details of the pledgee creditor.

2. The Client shall be obliged to return the rented equipment in the condition in which it was received, the document signed on receipt of the equipment being proof thereof.
3. The Client shall be obliged to compensate CK for any damage caused to the equipment resulting from a use other than that for which the equipment was rented. CK reserves the right to cancel the rental in this case.
4. The Client is obliged to collaborate with CK to enable the effective supply of the products and services. In particular, it shall communicate under its responsibility all such documents, licences, authorisations and information as CK may have indicated as being necessary to the performance of its assignment. It shall put CK in touch with all the persons concerned by the purpose of its assignment and shall designate a single contact person for coordination. It shall provide CK with all the equipment necessary for the performance of its assignment (office, PCs, connections, access to facilities, electricity, etc.) and shall take all such measures as it may deem appropriate to ensure the back-up of its own data.
5. The Client undertakes to take the necessary steps to affix, maintain and keep in good readable condition a lessor's property plaque on all items of rented equipment.
6. From the date on which the equipment is made available until the end of the rental period, the Client shall be responsible for any impairment and loss caused by its employees and sub-lessees, such sub-rental being subject to prior authorisation by CK.
7. Notwithstanding the other provisions of these general conditions, in the event of damage caused to a third party, the Client, in its capacity as holder of the rented equipment, shall be considered both gardien de la structure (having overall responsibility) and gardien du comportement (responsible for the specific functioning) of the equipment in accordance with Article 1384 of the Civil Code. In this case, CK cannot be held responsible for damage caused to third parties by the rented equipment.
8. The Client must, at the end of the rental period, return the equipment in a good state of maintenance and operation, and complete, to an address determined by CK. Any costs incurred in restoring it to its original condition shall be for the Client's account.

Article 31 – Hidden defects

1. In accordance with Luxembourg legislation relating to civil liability for defective products, CK cannot be held responsible for any hidden defect inherent in the equipment rented prior to being placed on the market by the producer (including defects of construction or assembly). CK will be held responsible only for the transmission to the Client of information concerning the producer of the equipment.
2. CK cannot be held liable for any damage to the rented equipment or caused by it but having an origin outside the rented equipment. CK's liability will be limited to hidden defects existing after the equipment has been put into circulation.

Article 32 – Repairs

1. The Client shall immediately notify CK of any damage to or deterioration of the equipment, whatever the cause, failing which CK shall bear all the financial and other consequences of a delay in repair. It undertakes not to modify or disassemble the equipment without the prior written consent of CK.
2. The Client formally undertakes not to use a third party for the maintenance, relocation or modification of the rented equipment, unless CK has agreed to this.
3. Any part replaced or accessory incorporated during the rental period shall immediately become the property of CK, without compensation. The Client is obliged to inform CK in writing of any changes it wishes to make to the configuration of the equipment. The equipment may not be modified in any way without the prior written consent of CK.
4. For the entire duration of the repairs and the immobilisation of the equipment, the rental payments will remain due by the Client until full payment has been made or until a court decision with the force of res judicata has been obtained. CK's rights shall not be affected if the use of the equipment or any part thereof becomes irrelevant or impossible for the Client.
5. In the event of a partial or total loss affecting the rented equipment, the Client shall remain liable, notwithstanding any termination of the lease agreement, for the obligations arising from these general conditions, in particular the rental payments, until the insurance company has paid compensation to CK.
6. In the event of partial damage to the rented equipment, the Client shall, at its own expense, restore the damaged equipment. After repair considered satisfactory by CK and the insurers, CK will credit the Client with the amount of the indemnities paid by the insurers, on presentation and up to the amount of the paid invoices, provided that the Client no longer has any debt of any kind whatsoever towards CK.

Article 33 – Services and products supplied by third parties

1. The possibility for the Client to purchase and directly download applications developed and supplied by the manufacturer on the equipment rented does not fall within the scope of this contract.
2. CK cannot be held responsible for malfunctions caused to the equipment by the downloading of such applications, or for the malfunction of the applications themselves.

Article 34 – Rental with maintenance contract

Any rental of equipment, with the exception of computer equipment, may be supplemented by a maintenance contract, the specific conditions of which are determined by the particular conditions and/or the offer.

4. MAINTENANCE

Article 35 – Description of the service to be provided

The maintenance contract concluded between CK and the Client aims to guarantee to the Client the services performed by CK on the equipment rented or sold by virtue of these general conditions and the particular conditions and/or the offer.

Article 36 – Specific rates

1. The Client undertakes to inform CK at the beginning of each month of the number of copies or prints made. At the beginning of each month, CK will invoice the Client for the contractual minimum stipulated in the particular conditions and/or the offer. If the number of copies or prints made exceeds the contractual minimum number, CK will invoice the Client for the excess at the price indicated in the particular conditions and/or the offer.
2. For machines more than 60 months old, the service charge is increased annually by 15% of the total amount of the maintenance service as provided for in the particular conditions and/or the offer from the 61st month of rent.

Article 37 – Limitation of maintenance obligations

1. The maintenance contract will not cover the following situations and elements, which will therefore be invoiced ipso jure in addition to the maintenance price indicated in the particular conditions and/or the offer:
 - a) Costs related to abnormal wear and tear of the equipment;
 - b) All costs and damages resulting from use not conforming to the manufacturer's instructions (including volumes), malicious acts, negligence or incorrect operation by the user;
 - c) Any shortcomings or failures in the installation conditions prescribed by CK, in particular failures due to a defect in the electrical installation, air conditioning or humidity control;
 - d) Any damage caused by accident or disaster (fire, flood, storm, lightning, etc.);
 - e) Any damage resulting from a move;
 - f) Any alteration for which CK cannot be held responsible, particularly any change to the physical, electrical or mechanical design of the equipment;
 - g) Any damage or alteration to the equipment resulting from IT work not carried out by CK;
 - h) Any electronic work external to the rented equipment and its accessories involving the addition and alteration of other devices not supplied by CK;
 - i) Any damage, alteration or degradation of the equipment that cannot be attributed to the failure of the rented equipment;
 - j) The maintenance contract excludes consumables for equipment using inkjet technology, IT equipment such as computers, monitors, networks and software, scanners, paper and staples.
2. CK cannot be required to carry out maintenance work specifically resulting from the purchase and downloading of applications developed and made available by the manufacturer of the equipment rented or sold and having caused malfunctions of the equipment or the said applications. CK cannot be held liable for any malfunction caused by an OS update or any other intervention by the Client or a third party.
3. CK cannot be obliged to carry out any maintenance, repair or restoration work on equipment delivered more than 72 months previously.
4. The maintenance service provided by CK under these general conditions does not include, in particular, increases in the time spent servicing and/or repair of damage caused by the factors referred to in this Article.

Article 38 – Conditions for performing the maintenance services

1. Maintenance and repairs shall be executed by CK from Monday to Friday from 8.00 a.m. to 12.00 noon and from 1.00 p.m. to 5.00 p.m. CK reserves the right to entrust the maintenance of the equipment forming the object of the service as detailed in the particular conditions and/or the offer to a third party company.
2. In exceptional cases (e.g. emergencies), interventions may be scheduled outside the above-mentioned times and days. These interventions will then be invoiced at the current rate.

5. SCANNING SERVICE

Article 39 – Description of the activity

1. The scanning service offered by CK consists in the scanning of the Client's documents and the capture of information on these documents, the validation and correction of the results obtained on the basis of this capture process, the creation and transmission to the Client of computer files representing the digital image of each document and containing certain information relating to the documents processed, followed by the return to the Client of said documents or their destruction as the case may be.
2. The scanning activity may be carried out either at the Client's premises or at those of CK.

Article 40 – Receipt of documents

1. CK shall receive the documents in accordance with the procedures agreed in the particular conditions and/or the offer.
2. If the physical delivery of the documents is carried out by the Client itself at CK's premises, the Client shall itself be responsible for any loss of the documents during transport.
3. If the physical delivery of the documents takes place through the intermediary of a carrier organised by CK or by the Client, the Client undertakes to subscribe an insurance contract for the transport. CK cannot be held responsible for the loss of all or part of the documents if the transport is carried out by a third party carrier.
4. If CK collects the documents from the Client, the transport will be covered by an insurance contract, the cost of which will be reimbursed to the Client. The Client undertakes to inform CK of the value of the objects, and CK will contract insurance based on this information. In the event that the Client does not transmit this information, CK will take out insurance for the "normal" value of the objects transmitted to it and the Client will be eligible for compensation only for this amount.
5. Particular conditions and/or the offer determine a cut-off time up to which CK agrees to receive the documents in order to process them within the agreed timeframe.

Article 41 – Components and terms of service

1. After receiving the documents, CK will prepare the scanning and proceed with the capture of information.
2. Particular conditions and/or the offer determine all the procedures for scanning and OCR (optical character recognition). They also specify the documents that will be subject to OCR.
3. Particular conditions and/or the offer determine both the information to be included in the digital file (metadata and images or hyperlink to images), and the methods of transmission of the digital file to the Client (file format, periodicity and method of transmission, transmission address, etc.)
4. After transmission of the digital file to the Client, the Client shall confirm its reception by email, mail or fax.

Article 42 – Return or destruction of documents

1. The documents will be delivered to the Client in accordance with the procedures agreed in particular conditions and/or the offer.
2. Particular conditions and/or the offer may provide for CK to destroy the documents after scanning them. In this case, CK cannot be held responsible for the loss of documents due to fault or failure attributable to the Client.

Article 43 – Obligations of the Client

1. In order to plan the workload and carry out the necessary tests, the Client is obliged to provide CK with an estimate of the volume of documents, depending on the type of document, that the Client intends to deliver to CK, and a few copies of representative documents, depending on the type of document, concerned by the scanning service.
2. In the event of problems relating to the transmission of the file (e.g. illegible or corrupted file), the Client has the obligation to notify CK within six (6) days of the transmission of the file.
3. At the start of production, the Client undertakes to provide CK with the volume of documents that will allow production to continue uninterrupted until the scheduled completion of the work. In the event that the work should be interrupted due to lack of documents or any other cause for which the Client is responsible, CK will invoice the non-productive hours at the hourly rate in force. The volumes of documents to be provided by the Client are defined in the particular conditions and/or the offer.
3. At the start of production, the Client undertakes to provide CK with the volume of documents that will allow production to continue uninterrupted until the scheduled completion of the work. In the event that the work should be interrupted due to lack of documents or any other cause for which the Client is responsible, CK will invoice the non-productive hours at the hourly rate in force. The volumes of documents to be provided by the Client are defined in the particular conditions and/or the offer.
4. The Client undertakes to verify the conformity of the documents and/or information received within five (5) days of reception. CK cannot be held responsible if the Client does not alert it to the poor quality of the documents and information received. Any destruction or damage caused to the original documents by the Client after CK has delivered the documents and/or information cannot be attributed to CK.

Article 44 – Liability

From the moment the documents are received by CK, they will be covered by insurance contracted by CK. The Client undertakes to indicate the value of the documents to CK. In the absence of such indication, the documents will be insured for a value corresponding at most to the value of the contract concluded between CK and the Client.

6. PRINTING SERVICES

Article 45 – Description of the service to be provided

1. CK will print, in its premises, data and/or documents transmitted to it in digital format by the Client.
2. The paper to be used, the printing finish and all other specifications regarding the printing of the documents including in digital format concerned are set forth in particular conditions and/or the offer.

Article 46 – Transmission of information by the Client

1. The Client will transmit the files to be printed by the means agreed in the particular conditions and/or the offer.
2. If the means used to transmit the digital files to be printed does not correspond to what has been agreed in particular conditions and/or the offer, CK cannot be held responsible for the non-fulfilment of the contract. In this case, the Client is obliged to transmit the digital files by a means that allows CK to print the documents. If the Client does not use the agreed means to transmit the digital files, it shall nonetheless be obliged to pay the price determined in the particular conditions and/or the offer.

Article 47 – Requirements relating to data for printing and printed products

1. The Client is obliged to see to it that the print data correspond to CK's technical specifications for printing. CK shall inform the Client of these specifications for printing.
2. The Client must ensure that the print data as well as the resulting printed products are not, as regards their content, contrary to legal provisions, in particular by expressing or promoting racism, xenophobia, the glorification of violence, sexism or otherwise being of an immoral or indeed unconstitutional nature. In addition, print data and printed products must not infringe the rights and claims of third parties, in particular with regard to copyright.
3. In the event of a breach of the rights of third parties as a result of the execution of the print order, CK shall not be liable for such breaches. Any claims and demands for damages shall be addressed solely to the Client.

Article 48 – Copyright

If CK provides creative services as part of the order, the resulting works (sketches, drafts, test proofs, printed products, etc.) shall be protected by copyright. CK grants the Client a simple, non-exclusive right of use, unlimited in time, under the conditions and for the purposes provided by particular conditions and/or the offer. The Client may use the protected works for the design of its own templates to be printed providing the printing is entrusted to CK. Other rights of use, in particular the right of reproduction, distribution, publication, broadcasting and the right of reproduction on video and audio media, shall require separate written agreement if they do not correspond to the purposes agreed in the particular conditions and/or the offer.

Article 49 – Delivery of printed documents to the Client

1. The printed documents will be delivered to the Client in accordance with the procedures agreed in particular conditions and/or the offer. The documents will either be collected by the Client from CK's premises or sent to the Client by CK. In the case of digital printing, the documents are sent by computer transmission.
2. If the Client collects the documents from CK's premises, it shall sign a document confirming the conformity of the documents to the order.
3. If the documents are sent by CK to the Client or to the Client's end user(s) by post or courier, CK cannot be held responsible for the loss of all or part of the documents. Upon receiving the documents, the Client shall sign a document acknowledging their receipt. If the Client does not lodge a complaint within five (5) days of receipt of the documents, they will be considered as corresponding to the stipulations of the contract.
4. The delivery of the documents to the Client is subject to the stipulations relating to reservation of title and transfer of risk.

7. INSTALLATION OF COMPUTER EQUIPMENT AND ASSOCIATED SERVERS

Article 50 – Description of the service to be provided

1. The server/IT installation contract concluded between CK and the Client covers the service offered by CK to install the servers and all the related elements necessary for their operation (cables, etc.) at the Client's place of business. Unless otherwise stipulated, it shall be subject to these general conditions.
2. Services to be provided by CK include:
 - a) Moving the physical servers and accessories to the Client's place of business;
 - b) Installing the physical servers and the IT system;
 - c) Labour; and
 - d) Connecting the servers to the Client's IT infrastructure (computers, printers, etc.);

Article 51 – Reception of the service

The installation of the server and the IT systems by CK shall be tantamount to acceptance of the service for the Client who shall certify, after verification, the conformity and the correct functioning of the software applications at that date. From that date, the Client shall be bound by all the obligations provided in the contract.

Article 52 – Warranty

1. Unless there is an incompatibility with elements external to CK for which CK cannot be held responsible, CK undertakes to install the hardware and the IT system in a professional manner and to guarantee its functioning upon installation.
2. The following elements are not covered by the warranty:
 - a) Materials not specified in this contract or in the particular conditions and/or the offer;
 - b) Non-replicable malfunctions or damage resulting in particular from an accident, negligence, malicious act, improper application of the manufacturer's technical instructions, a defect in the electrical network, intervention on the equipment by the Client or a third party and more generally any damage the origin of which is external to the equipment itself;
 - c) Technical modifications to the equipment at the Client's request;
 - d) The repair or replacement of any part of the equipment connected to other equipment other than that conforming to the manufacturer's technical specifications and not supplied by CK;
 - e) The repair or replacement of electrical installations external to the equipment or of any other peripheral element not specified in the appendix;
 - f) Breakdowns resulting from a virus.
3. The Client undertakes to use the software applications with due care. CK cannot be held responsible for any damage resulting from abnormal use of the installed servers and IT system.
4. Without prejudice to CK's duty to advise based on information provided by the Client, CK makes no warranty, express or implied, for the installed servers and IT systems as to their quality, merchantability or fitness for a particular purpose. CK does not guarantee that their operation will be uninterrupted or fault-free during the entire period of use. CK's warranty does not cover incompatibilities or failures resulting from incompatibility with software applications or other components not supplied by CK.

8. DEVELOPMENT AND CONFIGURATION OF SOFTWARE APPLICATIONS

Article 53 – Description of the service to be provided

1. Contracts for programming/configuration of software applications including but not limited to equipment rented or sold by CK, or on equipment already owned by the Client, are subject to these general conditions. The software applications concerned are specified in the particular conditions and/or the offer.
2. The contract refers to three types of software applications: freeware, paid software (owned by the developer) and software applications developed by CK at the Client's choice.
3. Services include, for example, reconfiguration of hardware, parametrisation, reinstallation of software applications (including operating systems), reinstallation of programs and/or drivers, integration, updates and data transfer (non-exhaustive list).
4. This software can be sold to the customer in the form of a use-of-licence sale (payment of the licence and annual maintenance) or rental (e.g. Software as a Service).

Article 54 – Reception of the service

The contract shall take effect upon reception of the service by the Client, who shall thenceforth be bound by all the obligations deriving from the contract for installation, programming and configuration of the software applications by CK, such reception being deemed to have occurred when said installation, programming and configuration has been carried out, and the Client has certified in writing to CK, after verification, the conformity and proper functioning of the software applications at that date.

Article 55 – Copyright and licensing agreement

1. The Client undertakes to respect the copyright and related rights for paid software, freeware and software applications programmed and configured by CK.
2. Software applications developed by CK shall remain the property of CK.
3. Paid software applications are the property of their developer(s). In this respect CK holds a licence from the developer authorising it to install, configure and program such software applications. The Client thus acknowledges having taken note of and agreed to the general conditions of use of the developer(s).

4. These general conditions are tantamount to a non-exclusive, terminable, fee-based user licence to the Client, for both paid software applications and freeware. This licence may not be sub-licensed or transferred to a third party. In any case the user licences for paid software applications are determined by CK in agreement with the developer.
5. At the end of the contract, the Client shall return its user licence and may no longer use the software applications that were the object of the contract.

Article 56 – Intellectual property rights

1. These general terms and conditions concern a right of use transferred to the client for the specified services. This right is personal, non-transferable and strictly limited to the personal use of the client. These general terms and conditions do not constitute an assignment to the customer of any intellectual property held by CK or any other operator.
2. For the purpose of the execution of this contract, the client's intellectual property rights shall be made available to CK during the performance of the services. The client shall grant CK and its staff a non-exclusive and non-transferable free right to use, process and store the elements subject to these intellectual property rights, for the duration of the time required to return the data to the client, to carry out the data migration operations requested by the client data migration operations requested by the customer, or in the context of the exercise of the right of retention.
3. The parties undertake to use the equipment in accordance with the standards in force and the manufacturers' instructions, to comply strictly with trademark law, the use of software licences and the regulations of the publishers.
4. CK shall not be held liable for non-compliance in the use or non-payment of software licences not supplied by CK. not be held against CK. Any damage resulting from this is the sole responsibility of the customer.

Article 57 – Warranty

1. CK makes no warranty, express or implied, for software applications sold or leased as to their quality, merchantability or fitness for a particular purpose. CK does not guarantee that their operation will be uninterrupted or fault-free during the entire period of use. CK's warranty does not cover incompatibilities or failures resulting from an update of the software applications, OS or platforms on which the software applications run, either at the request of the Client, or as a result of the performance of the maintenance contract and irrespective of whether such update is carried out by CK, the Client, the Client's subcontractors or automatically.
2. In the event of a software defect, CK's obligations shall be limited to the replacement of the defective software. Instead of replacing the software, CK reserves the right to refund the full purchase price excluding VAT if the defect of the software has compromised its use during the first month following its purchase, and to refund part of the purchase price excluding VAT if the Client has been able to use the software for more than one month from the date of purchase. The maintenance service will be invoiced to the Client at CK's hourly rate in force at the time of the intervention.
3. With the exception of travel and shipping costs, all services required for the repair of the software will be invoiced.
4. For paid software applications, property of the developer, CK cannot be held responsible for malfunctions of the software applications programmed or installed (slow execution of programs, presence of viruses, loss or deterioration of data, etc.).