

GENERAL TERMS AND CONDITIONS OF SALE

Last updated: 23 April 2020.

1. SCOPE

These General Terms and Conditions of Sale (GTCS) form the sole basis of the commercial relationship between the parties, in accordance with Article L441-1 of the Commercial Code.

These GTCS establish the conditions under which ASD FRANCE provides secondment services for employees in France, Netherlands, Italy, Czech Republic, USA and Canada to Clients, specifically employers of seconded employees (the "Client" or "Clients"), who request such services online at www.soposting-worker.com (the "Website"). These GTCS constitute an agency agreement.

Depending on the country in which the secondments takes place, the Client must nominate one or more representatives or one or more contact persons in that country to take charge of completing the mandatory declaration or notification of secondments. When ordering a service, Clients should be vigilant as to the identity of the representative or contact person and follow the recommendations given on the website.

ASD FRANCE and the Client shall hereinafter be referred to collectively as the "Parties" or individually as the "Party".

These GTCS supersede all prior agreements between the Parties.

In the absence of a specific agreement between the Parties, all services provided shall be subject to these GTCS.

The GTCS applicable to services shall be those in effect at the time of payment of the order. All information and pricing are indicative and subject to change at any time. ASD FRANCE may make changes to these at its discretion.

ASD FRANCE services are not available to personal clients. The Website is for use by business clients only.

In accordance with applicable law and regulations, these GTCS are provided to all Clients on request, for the purpose of placing an order with ASD FRANCE.

By placing an order on this website, the Client agrees to these GTCS.

2. ACCEPTANCE AND AMENDMENT OF GTCS

The Client will have become familiar with the GTCS before placing an order on the ASD FRANCE Website. Clients are recommended to print and/or save a copy of the GTCS on a durable format.

The Client acknowledges its acceptance, unreservedly and without restriction, by checking the appropriate box before proceeding to payment. Where an officer of the Client agrees to the GTCS, it shall be deemed to have acted on the Client's behalf.

ASD FRANCE reserves the right to update the GTCS at any time, by publishing a new version on its Website, which will give the date of the most recent update. The Client should regularly consult the GTCS to remain informed of any changes before any new order.

3. PROVISION OF SERVICES

The services provided are limited to those visible on the Website. Photographic images displayed on the Website are not contractual.

The Client must take note of the various information notices before placing an order.

The services relate to the secondments of employees in France, Netherlands, Italy, Czech Republic, Canada and USA across a range of economic sectors, including transport, construction, retail, industry, event management and wine production.

The services offered by ASD FRANCE are a legal and regulatory requirement across jurisdictions. The Client is hereby made aware of the mandatory nature of these services and is free to order some or all services on the Website; ASD accepts no responsibility for any failure on the part of the Client to perform its obligations.

Services proposed by ASD FRANCE to address the Client's requirements are identified based on the details that the Client provides.

To ensure the fulfilment of orders, ASD FRANCE may engage subcontractors or ASD Group companies to provide some or all of the services. ASD FRANCE remains solely liable towards the Client for the provision of subcontracted services in such cases. ASD FRANCE or an ASD Group company or individual shall remain the sole point of contact with the Client.

All products and documents sold with services remain the property of ASD FRANCE until the order has been paid in full.

4. WEBSITE ACCESS

Access to the Website, as is the case of the internet more generally, cannot be guaranteed. By using the Website, the Client therefore understands and accepts the properties and limitations of the

internet and related technology, the absence of protection for some items of data against misuse or piracy, and the risk of infection from viruses present in the network.

As ASD FRANCE is also dependent on internet service quality, it cannot guarantee the continuity of the Website or ensure that faults to internet services are rectified. ASD FRANCE accepts no responsibility for unavailability of the Website, connection issues, or interruptions to service (e.g. faults with servers, telephone lines or any other technical connections) when using the Website or, more generally, any interruption to internet services that affect the use of the Website. As such, ASD FRANCE accepts no responsibility for any computer system errors or faults identified on the Website.

As far as possible, access to the Website is permanent, notwithstanding interruptions to or restriction of access to facilitate repairs, maintenance, and the addition of new functional features, products or services. ASD FRANCE shall make every effort to minimise the frequency and duration of interruptions or restrictions.

ASD France shall not be held liable for incidents arising from force majeure, incidents that are attributable to the actions of the Client or malicious third parties, or incidents that might occur during or after the order process that result in a fault with the Website or server.

5. ORDERS, PRICING, PAYMENT TERMS AND DELIVERY

5.1 Order process

The GTCS and prices are those applicable on the date of payment of the order.

5.1.1 Creating an account

To be able to place an order, the Client can create a client account beforehand by clicking on "Sign in" on the top-right of the Website. When creating a client account, the Client must provide personal information that is essential to ensure that the service is delivered effectively. By completing the required fields, the Client confirms that they give their consent to share their personal data. Individuals who complete the form on the Client's behalf shall be assumed to be authorised by the Client to do so. The Client must provide a valid email address and select a password. The Client alone is responsible for keeping their password private.

When creating an account, ASD FRANCE will send an email to the Client at the email address provided, requesting the Client to confirm their email address. Clients are advised to check their spam email folder if the email does not appear in their inbox. After confirming their email address, Clients will have complete access to their personal account.

Clients may view their sales documents provided with access codes at any time on their secure account area. All data and documentation saved or uploaded to the ASD FRANCE computer network shall constitute proof of all transactions completed with the Client, unless it can be proven otherwise.

ASD FRANCE may send Clients personalised emails to notify them of updates to their services, as well as new service offerings from ASD FRANCE.

To place an order, it is not necessary to already be an account holder. The Client may set up an account during the final step of their first order, before confirming their purchase.

5.1.2 Selecting services

The order process can be conducted in French, English, Romanian, Czech, Spanish, Italian, Dutch, German, Polish and Portuguese. Only the French version of the Website and shared documentation shall be deemed valid. All orders must be made before the secondments can take place.

On the home page of the Website, the Client must indicate the country of origin and host country in which the employee secondment(s) will take place. The Client must then select the economic sector of the secondment from the options displayed before clicking on "Start".

For Clients in France:

The Client must then select their secondment service from the "Custom-made" and "Tranquillity" options, before clicking on "Start". The number of steps beyond step 2 depends on the secondment service selected.

CUSTOM-MADE OPTION

The "Custom-made" option contains four (4) steps common to all economic sectors: "My posting", "Name of the representative", "SIPSI statement" and "Confirmation of the Mission". For the construction sector, there are two (2) additional steps: "BTP Card" and "Information document".

Under this service option, the Client must select their chosen services manually.

TRANQUILITY OPTION

The "Tranquillity" option contains two (2) steps common to all economic sectors: "My posting" and "Confirmation of the Mission". For the construction sector, there is one (1) additional step: "Information document".

The Client must then provide required information about the secondment, such as the Client's credentials as an employer of the seconded workers, the type of secondment, the number of seconded employees, the duration of the secondment, the details of the representative or contact person in the host country, and then click "Confirm your mission" and add the service to your basket.

For the "Tranquillity" option, the Client must appoint ASD FRANCE, an ASD Group company or ASD subcontractor based in the host country of the seconded workers (the "Contact") as representative or contact person for the employer, in accordance with the legal and regulatory requirements of the host country.

For the "Custom-made" option, the Client may choose the Contact or a third party from outside the ASD Group and ASD list of subcontractors.

In both cases, the representative or contact person alone will be responsible for communications between the employer of the seconded workers and public authorities, and for dealing with the documents of seconded workers. However, ASD FRANCE accepts no responsibility whatsoever for any failing on the part of a third party selected by the Client and which has no link whatsoever with ASD.

ASD FRANCE shall engage solely with the Contact, who shall assist the Client with any labour inspectorate audits by receiving and forwarding all documents, requests, queries and correspondence regarding the seconded employees, translated into the language of the host country. The Client may translate this material or request the Contact to arrange this for an additional fee as indicated on the price list attached to this agreement (Schedule 1). This service is charged at the supplementary hourly rate of €130 excl. tax, not including fees that might be charged by outside providers.

The Client may appoint the Contact to complete the declaration and/or notification of secondment; for the Tranquillity option, this selection is made by default.

For Netherlands, Italy, Czech Republic, USA and Canada:

The Client must complete a form in order to be contacted by the ASD FRANCE sales team, who will provide assistance with the employee secondment process.

5.1.3 Placing and confirming orders for secondment in France

After selecting their services, the Client must allocate a reference name to the assignment in the final stage, "Confirmation of the Mission", which will be used to ensure ease of reference to documents and material relating to the posting in the Client's personal account space.

The Client may then proceed to the basket to confirm the full list of services, price, quantity and the total amount excl. tax, or continue with purchases by placing another order.

The Client may change or remove items in the basket.

Before proceeding to payment of the order, the Client must check the following box to confirm their consent:

- "I have read and unreservedly accept the general terms and conditions of sale".

When placing an order on the Website for the first time, the Client must create an account either as described in Article 5.1.1 hereof, or by clicking on "create an account and proceed to payment". Clients who already have a client account should click on "I already have an account". They should

sign in to their personal space by entering their email address and password in order to proceed to payment.

The Client should exercise caution at all stages of the order process, and ensure that all order details are accurate. The Client undertakes to immediately report any errors or discrepancies with order information that might appear after the order is confirmed.

5.2 Price

The attached price list for services is based on the prices in effect at the time of payment. Prices are given in euro (€) and are exclusive of taxes. The cost of delivery of documents that are part of the order is included in the total amount payable by the Client.

Prices indicated on the Website may be changed at any time without prior notice. Services are charged at the rates applicable at the time of payment.

Services provided to the Client shall be charged in accordance with rates displayed on the ASD FRANCE Website or upon confirmation of a quote.

All work carried out by the Contact in the event of an audit by the authorities shall be charged at the supplementary hourly rate of €130 excl. tax, not including fees that might be charged by external service providers.

A multiple secondment service may be ordered on the Website under a single payment. Clients who wish to order a secondment service for another sector or for another period must place a new order and pay the corresponding amount. Clients may place a single order for multiple employees at the same time, provided that the duration of the posting is for the same period, country of origin and host country, and economic sector.

The total amount payable, and a breakdown of the amount, are displayed before confirming every order.

5.3 Payment methods

Orders can be paid for by debit card (CB), credit card (CC), PayPal or bank transfer to the account indicated when placing the order.

For bank transfers, a pro-forma invoice will be issued and sent to the Client at the time of order, which will include the details necessary to complete the corresponding bank transfer. Payment by bank transfer is subject to a longer processing time for ASD FRANCE (approximately 2-3 working days). The provision of services can only commence once payment has been received in full by ASD FRANCE. The Client should therefore make appropriate arrangements to ensure that the secondment can take place on the requested dates. Once all amounts have been received, the Client will receive a final invoice.

ASD FRANCE does not offer discounts or any other form of price reduction.

Refunds cannot be issued in instances where the duration of the secondment is shortened, an error was made when placing the order, or where an error is present in documents provided in the personal account space after the order is confirmed. Refunds may only be issued in exceptional circumstances, following careful consideration of the Client's request.

5.4. Late penalties and recovery costs

In exceptional cases, an invoice may be sent to the Client to facilitate payment of the order amount within the time frame specified on the invoice.

Otherwise, outstanding amounts shall accrue late payment interest at the applicable statutory rate of interest in France plus three percentage points. ASD FRANCE reserves the right to demand the Client to pay a fixed penalty fee of forty euro (€40), in accordance with Article D441-5 of the French Commercial Code.

5.5 Delivery

Delivery is possible within metropolitan France only. The cost of delivering documents included in the order is included in the total amount payable by the Client. The delivery address shall be the address provided by the Client when placing the order.

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Where an order relates to items issued by a public authority, such as BTP Cards or Crit'Air labels, delivery times may vary according to the processing time for the issuing authority.

Refunds will not be issued in the event of delays to delivery caused by the issuing authority that cause items to be delivered after the secondment period.

A temporary certification for the BTP Card will be generated in the Client's personal account space upon receipt.

6. RESPONSIBILITY OF THE PARTIES

Notes and documents available on the Website, including the blog, are provided for information purposes only. Knowledge of such information should in no way substitute for seeking legal advice. Information provided on the Website should not be cited, regarded or used as tax or legal advice. The Client therefore acknowledges that it alone is responsible for the use of such information. ASD FRANCE accepts no responsibility for the use made by the Client of this information.

6.1 RESPONSIBILITY OF ASD FRANCE

ASD FRANCE undertakes to ensure that services provided via the Website comply with applicable law in France, Netherlands, Italy, Czech Republic, USA and Canada. ASD FRANCE shall not be subject to any provision applicable in countries from which the Website is accessed.

ASD FRANCE is bound by a best efforts obligation and as such shall make every effort to provide a service that meets professional quality standards. ASD FRANCE shall strive to complete assignments requested by the Client to the highest standard.

ASD FRANCE shall not be held liable in the following instances:

- Faults, loss of access, misuse, unsuitable computer system configuration, or use by the Client of a browser not in common use.
- Content available on other websites or online sources that can be accessed by hyperlinks included on the Website (including advertisements, products, services or any other information). Damages or loss of any kind that might be caused on account of the Client's visiting such websites shall not be attributable to ASD FRANCE;
- Errors, inaccuracies, shortcomings, delays or omissions in information provided by the Client on the Website or in the Client's personal account space;
- Inaccuracies, shortcomings or omissions in documents sent by the Client;
- Delays on the part of the Client in sending documents, prior to or during the posting in the event of audits by public authorities;
- Administrative fines levied on the Client by authorities;
- Articles published on the Website are purely for information purposes only and shall in no way exempt the Client from seeking legal or any other form of relevant professional advice.

As with ASD FRANCE, the Contact shall not be held liable, insofar as the website sends regular reminders to the Client to provide the necessary documentation to the authorities in a timely manner.

Neither ASD FRANCE nor the Contact shall operate in an advisory capacity vis-à-vis the Client.

Where the Contact is nominated as the Client's representative, reference or point of contact, ASD FRANCE shall allow the Client to provide access to the principal, contracting authority or beneficiary of the secondment to facilitate consultation of documents relating to seconded employees. ASD FRANCE's role shall be limited to providing a platform for those involved in a secondment, so that they can establish how they are connected. ASD FRANCE accepts no responsibility for failure on the part of the Client to comply with the law of the source country or host country of the seconded employee. Neither ASD FRANCE nor the Contact is obligated to ensure that the Client complies with the law. ASD FRANCE's role shall be limited to ensuring that documents provided by the Client contain the required information (e.g. date, seconded employee) and not to ensure compliance with relevant legislation. Furthermore, the Client must notify each employee of how ASD FRANCE and/or the Contact will use and process their personal data using this platform.

6.2 Liability of the Client

The Client agrees to:

- Stay informed, with regard to employee secondments, through his/her own efforts or by seeking an advice from a qualified individual in order to become familiar with all obligations to which the it is bound. The Client alone is responsible for complying with the law of the country where the service is provided and in his/her country of residence;
- Take note of all notices published on the Website;
- Provide all documents requested by the Contact in connection with audits carried out by authorised officials;
- Provide only correct information and ensure the accuracy of details and documents sent to the Contact before and during the secondment;
- Pay for the service in accordance with the terms of payment;
- Pay all administrative fines that might be levied by the relevant authorities;
- Comply with and follow instructions from ASD FRANCE in good faith, including ensuring that the posting is consistent with the details given at the time of order;
- Not to select another Contact for the full duration of the employee secondment and refrain from direct interaction with public authorities;
- Forward required information in connection with the secondment to the Contact, translated into the language of the host country of the posted workers. The Client may translate this material or request the Contact to arrange this for an additional charge.
- Not to falsify or make inappropriate use of documents relating to the secondment that are shared by the Contact;
- Make all communication with the Contact by post to the address given above, by email to contact@asd-int.com, or directly via the Website through the personal account space;
- Complete all formalities incumbent upon companies headquartered outside the European Union to obtain work permits for seconded staff.

7. TERMINATING THE AGENCY AGREEMENT

The agency agreement shall last for the full duration of the employee secondment as indicated on the declaration or notification.

The Parties may terminate the agreement where a Party is in breach of the agreement by serving notice by registered post with acknowledgement of receipt to the following address: 310 Rue du Vallon, BP203, 06560 Valbonne, France, which must state the reasons for termination. The Parties must allow a notice period of 10 working days from receipt of notification of termination.

Termination of the agreement shall have the effect of ending representation of the Client with the relevant authorities by the Contact. The Contact shall forward the notice of termination to the authorities, who will take note of the end of representation of the Client by the Contact.

For this purpose, the Client agrees to complete a new declaration of secondment with the name of his/her new representative and provide ASD FRANCE with a sworn statement of the change of representation or evidence of the change.

Otherwise, the Client may face penalties under Article 8 hereof, as well as criminal prosecution.

Termination for any reason shall not entitle the Client to a refund from ASD FRANCE.

At the end of the agreement, ASD FRANCE shall retain documentation received from the Client for a period provided for under applicable law and regulations and may engage at the Client's request with public authorities for the secondment period covered by an ASD Group company, in return for payment for such services as indicated on the price list attached to the agreement.

8. INTELLECTUAL PROPERTY

ASD FRANCE is the owner of <http://www.soposting-worker.com> and all content therein, as well as the usage rights over all content published on the website including, but not limited to, logos, text, photographs, graphics, software, audio content, videos, database tools and other underlying technology.

This also applies to all trademarks, illustrations, images and logos that appear on articles, accessories and packaging, registered or otherwise, which are and shall remain the exclusive property of ASD FRANCE and ASD Group companies.

Access to the Website shall not confer upon the Client any intellectual property rights over the Website, which shall remain the exclusive property of ASD FRANCE and ASD Group companies.

All reproduction, in full or in part, representation, modification, operation, distribution, publication or adaptation to any format whatsoever of the intellectual property rights of ASD (broadly understood as all ASD Group companies) without ASD's prior consent including, but not limited to, the name, ASD or SO POSTING WORKER website and/or logo, in full or in part, shall be liable to a **fine of fifteen thousand euro (€15,000)**.

The Client shall not impersonate the name of any ASD entity or use the name of one or more ASD directors and/or the postal address of an ASD entity without their prior consent in all administrative documents used by the Client. Otherwise, ASD FRANCE shall impose a **fine of fifteen thousand euro (€15,000)**.

ASD FRANCE accepts no responsibility for fraudulent or improper use by unauthorised third parties of the ASD FRANCE name or that of ASD Group companies, or information, images, icons, audio content, videos or software contained on the Website or ASD FRANCE official documents.

Unless expressly forbidden in writing by the Client, the Client grants ASD FRANCE consent to mention or copy his/her name as a commercial reference.

9. PERSONAL DATA

ASD FRANCE undertakes to comply with applicable data protection legislation and regulations, in particular the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the French Data Protection Act 78-17 of 6 January 1978 in its most recent consolidated form.

ASD FRANCE undertakes to use personal data shared by the Client solely for the purpose of processing the Client's order. Personal data may be shared with subcontractors based within or outside the European Union, and with companies engaged in delivering the service, processing and/or handling orders, or processing payment. In all other cases, ASD FRANCE shall, to the furthest extent possible, ensure that information systems are secure and that all shared data are kept confidential.

Clients have a right of access, rectification, erasure and portability of their personal data which they can exercise by request to ASD FRANCE. This right may be exercised by following the steps described on the "legal information" page on the Website.

As part of the representation with respect to the secondment of employees, the Client may allow the principal, contracting authority or beneficiary of the secondment (to whom the employees are seconded) to access the data of the posted employees in order to ensure that the Client is fulfilling their obligations under the secondment. Where the Client allows the principal, contracting authority or beneficiary of the secondment access to this service, the Client must issue an information notice to seconded employees indicating that their personal data are being processed in accordance with the General Data Protection Regulation of 27 April 2016.

ASD FRANCE undertakes to destroy all personal data that it might obtain from the Client for the purpose of managing the order and the service and delivering the services in accordance with the statutory time frames for social matters.

Where the Client wishes to dispute the collection and management of their personal data, they may lodge a complaint with the French Data Protection Authority (CNIL).

To exercise their rights or raise a query regarding personal data, Clients may contact ASD FRANCE by email at rgpd@asd-int.com mentioning "processing of personal data" as the subject.

Alternatively, Clients can write to ASD FRANCE at 310 Rue du Vallon, BP203, 06904 Sophia Antipolis, France.

10. CONFIDENTIALITY

All information and documentation shared by the Client with ASD FRANCE, or which ASD FRANCE was or became aware of in connection with the provision of services, including, but not limited to, information relating to the business activity, clients, suppliers, expertise or market opportunities of the Client, which were not in the public domain at the time of disclosure, are confidential and shall be treated in the strictest confidence.

ASD FRANCE undertakes only to use such confidential information for the purpose of effective service provision and undertakes only to disclose this confidential information to those employees authorised to receive it, except where an obligation of disclosure applies under applicable law or regulations.

11. ASSIGNMENT

Services provided by ASD FRANCE may not be assigned by the Client to third parties.

12. FORCE MAJEURE

The Parties shall not be held liable for non-performance or delay in performance of any obligation hereunder in the event of force majeure, as defined in Article 1218 of the French Civil Code. The Party experiencing such an occurrence must notify the other Party at the earliest opportunity.

The performance of obligations shall be suspended for the full duration of force majeure where this is temporary and shall not exceed 10 (ten) working days. Otherwise, representation may be terminated.

13. APPLICABLE LAW AND DESIGNATED JURISDICTION

The Parties opt to use their respective registered offices as their address for service. All changes in this regard must be notified by registered letter with acknowledgement of receipt to the other party, in order to be enforceable.

By express agreement of the Parties, these GTCS are subject to French law, unless specified otherwise.

The GTCS are drafted in French. Should they be translated into one or more foreign languages, only the French version shall be authoritative.

Where a dispute arises regarding the interpretation or performance of these GTCS, the Parties hereby agree to negotiate an amicable settlement in good faith. Otherwise, all disputes relating to the performance or interpretation hereof shall fall within the jurisdiction of the courts in Grasse.

14. GENERAL PROVISIONS

Failure on the part of ASD FRANCE to invoke one or more clauses in these GTCS shall not be understood as having waived any subsequent invocation of said clause(s).

Should a provision in one of the aforementioned documents be declared null and void or unwritten by a court, all other clauses shall remain in force and shall be interpreted in keeping with the original intention of the Parties.

ASD FRANCE shall store all contractual documents such as GTCS', schedules, purchase orders and invoices on a reliable, secure and durable medium from which copies can be made.

In the context of employee secondment, the Parties acknowledge that they are independent and undertake their respective business activities individually. The Parties accept no responsibility for failure of the other Party to perform an obligation.

15. CLIENT ACCEPTANCE

These General Terms and Conditions of Sale are expressly approved and accepted by the Client, who affirms to be fully aware of them and thereby agrees not to invoke any conflicting document, including, but not limited to, their own general terms and conditions of purchase, which shall not be binding upon ASD FRANCE, even where it is aware of them.