

Simplified Joint-Stock Company with a capital of EUR 1,729,590  
Cr tel Business Register No. 612 039 073 (1995 B 00836)  
Lessee-Manager of the Company DNL Distribution

**Head Office, Administrative and Commercial Departments:**  
Immeuble PARYSEINE - 3, All e de la Seine -  
94854 IVRY SUR SEINE CEDEX  
Tel.: 01.49.59.10.10 - Fax: 01.49.59.10.72 / 01.49.59.10.94

**Orders, Customer Services for physical products:**  
46, route de Sermises - BP11 - 45331 MALESHERBES CEDEX  
Tel.: 02.38.32.71.00 - Fax: 02.38.32.71.28

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

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

**Customer Accounts:** 3, All e de la Seine - 94854 IVRY SUR SEINE CEDEX  
Tel.: 01.49.59.10.10 - Fax: 01.49.59.10.72

## GENERAL TERMS & CONDITIONS OF SALE 2020

### INTRODUCTION

Interforum is bound by broadcasting and/or distribution agreements with publishers, broadcasters and producers. In this regard, Interforum applies the commercial conditions defined with them: sale prices, discount schedules, returns policy, etc. The commercial terms for publishers, broadcasters and producers supplement these general terms & conditions of sale, which govern and define the commercial relationship between our company and its clients located in Mainland France, entered in the Business Register, the principal or secondary activity of which is the direct sale by any means, including electronic, of published products on physical media and all other products broadcast and/or distributed by Interforum. E-books and resources in the form of digital licences for educational purposes are marketed via the *Canal num rique des Savoirs* website: [www.cns-edu.com](http://www.cns-edu.com) and are subject to the application of these terms and conditions. For export clients, please refer to the specific Export conditions, it being specified that in all cases, these sales will be subject to Clause 15 of these general terms & conditions of sale. These general terms & conditions of sale are systematically provided to each client who so requests, to allow it to open an account in the Interforum books before placing an order.

### CLAUSE 1. PURPOSE AND SCOPE

Opening an account and placing an order implies full acceptance of and adhesion by the client to these general terms & conditions of sale, which exclude any application of the client's purchase conditions and only allow personalised negotiation. These general terms & conditions of sale constitute the sole basis for the commercial negotiation and shall apply to all sales made by our company, subject to the application of Specific or Special Conditions of Sale. Any document other than these general terms & conditions of sale, including catalogues and brochures, are for information purposes only and are not of a contractual nature. The fact that our company does not invoke any one provision of these general terms & conditions of sale at a given time cannot be interpreted as a waiver of the right to invoke it at a subsequent time.

### CLAUSE 2. OPENING AN ACCOUNT

Opening and maintaining an account in our company's books shall be subject to making an annual turnover, the amount of which is specified in the discount schedule set out in the specific conditions for each network and/or product, and the provision by the client (whether a natural or legal person) of the following information and original documents:

- KBIS certificate less than 3 months old.
- Bank details
- Commercial and bank references
- General Terms & Conditions of Sale signed by the client and bearing the company's stamp

Annual invoicing of the client below the thresholds set by the discount schedules, unless expressly waived by Interforum, as specified above, will obligate the client either to make cash payment for orders under the conditions of Clause 9.3 below and collection of goods (physical products) from our warehouses, or to transfer to another sales network and the corresponding discount schedule. Opening an account shall automatically lead to the implementation of a credit limit in the client's favour, in an amount that can be revised at any time based on information and financial documents produced. In this regard, deterioration in a client's credit may lead to a reduction in the credit limits or to the credit facility being withdrawn.

### CLAUSE 3. ORDERS - MODIFICATIONS

Orders are only final once confirmed in writing or transmitted by Electronic Data Interchange (EDI). For fast and high-quality processing, preference is to be given to orders via EDI. The benefit of the order is personal to the client and cannot be transferred without agreement from Interforum. Interforum will fulfil orders based on the sequence in which these arrive and subject to stock availability. Our company reserves the right to combine multiple orders received for the same account on the same day (except for the new products service). Any modification of the order requested by the client can only be considered if it is submitted in writing prior to the physical products being prepared. For orders relating to e-books and resources for educational purposes, refer to the [www.cns-edu.com](http://www.cns-edu.com) website and to the general terms & conditions of use for these products.

### CLAUSE 4. DELIVERIES

#### 4.1 Delivery methods for physical products

Books are delivered either by making them available or by delivery to an authorised carrier from our logistics centres. For other physical products broadcast and/or distributed by our company, please refer to their specific conditions of sale.

≥ Making books available

Books are only made available for orders less than 800 kg collected by vehicles with a MAM less than 3.5 tonnes.

Goods can be collected on client request from the site selected by Interforum for this purpose. The methods and conditions for making books available can be provided on request.

The client shall agree to collect the order, with the POS material if applicable, within 5 working days of it being made available. Beyond this period, Interforum will ship the books at the client's expense.

≥ Delivery of products to a carrier

The products can be delivered to a carrier responsible for delivery to the customer. The financial terms for the intervention of a carrier are set out in our specific price conditions (provided on request). Express deliveries on request will, in addition to the transport costs, be subject to a specific fixed charge for this type of shipment as per the price conditions (provided on request).

Requests for duplicate delivery notes issued to clients by carriers at the time of delivery can no longer be accepted after a period of one year from the delivery date.

≥ Self-service collection of products by the client from our regional sales outlets

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

4.1.2 Delivery of non-physical products for educational purposes

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

#### 4.2 Lead times

Delivery lead times are given for information purposes only. Product availability is the responsibility of the publishers, producers and broadcasters. Deliveries are made in accordance with product availability and in the same sequence that orders arrive. Interforum will do everything possible to meet reasonable delivery lead times and make global deliveries according to procurement possibilities, except in cases of force majeure or circumstances beyond its control such as strike, frost, fire, storm, flood or supply problems, without this list being exhaustive. However, our company may make partial and subsequent deliveries; in this case, products unavailable (forthcoming, out of stock) at the time of order will, unless instructed otherwise by the client, - accepted by the Directorate of Broadcasting - be noted and grouped with the subsequent delivery in accordance with the customary financial terms of delivery. Exceeding delivery periods or delivery failures cannot give rise to either payment of compensation or cancellation of current orders or to refusal of products. In any event, delivery can only take place within the lead times if the credit granted to the client referred to in clause 2 is not exceeded as a result of the order (except on production of special guarantees) and if the client is up-to-date with its obligations towards Interforum, regardless of the cause thereof.

#### 4.3 Risks

The transfer of risk on products, regardless of the means of delivery, even in case of sale agreed as FOB, shall take place on shipment from Interforum warehouses. Products shipped or collected shall be deemed to be in perfect condition for resale; they travel at the addressee's risk and peril, the latter being responsible in the event of damage or partial loss for making all the reports necessary upon receipt of the goods and for confirming his/her reservations in application of Article L 133.3 of the Commercial Code by registered letter or extrajudicial process sent to the carrier within a maximum of 3 days, not including holidays, of receipt of the products; reservations by the client must be complete, reasoned and as precise as possible. Failure to make notification within the aforementioned period will render any action against the carrier impossible. A copy of the letter to the carrier must be sent to our company within the same period set out above. Assuming that the carrier was chosen by the client, and in case of difficulty, the latter shall be personally responsible for any action against his/her service provider.

#### 4.4 Respect des dates de mise en vente

Under these general terms & conditions of sale, retailers are required to comply strictly with the sale start dates

These dates appear on the various documents drawn up by INTERFORUM as well as on inter-professional databases.

Failure to comply with the sale start dates may jeopardise our business partnership.

## CLAUSE 5. ACCEPTANCE OF physical products

Without prejudice to measures to be taken with regard to the carrier (Clause 4-3), complaints regarding the non-compliance of the physical products delivered to the physical products ordered or to the dispatch note must be made in writing within 3 days of these products arriving. The dispatch note is to be attached to the claim. In case of anomaly, we suggest that the client send photographs of the defective goods. Any unjustified claim will obligate the client to pay a fixed sum of EUR 25, excluding VAT, for processing costs. Unjustified refusal to take delivery of goods ordered will result in the invoicing of a fixed sum of EUR 100, excluding VAT, intended to cover the costs incurred by the distributor. Repeated refusals of delivery without cause may lead to the client losing the right to discounts and their account being frozen.

## CLAUSE 6. RETURNS

#### 6.1 Methods

Physical products returned by the client must be in perfect condition and free of any labels. The costs and risks of the return shall be borne by the client. Any return sent carriage forward shall be refused unless exceptionally agreed to in writing by our company. Returned physical products are to be accompanied by a return form drawn up by the client parcel by parcel and placed inside each parcel along with the return authorisation. Each parcel must be identified with the specific "return" label provided by us on request. Returned parcels may in no case weigh more than 20 kg. All heavier parcels will give rise to a special handling fee of EUR 25, excluding tax, with the exception of display stands returned as they are. The cardboard box used, suitable for the weight of the products returned, must be of good quality and include internal wedging.

The use of containers or pallets that are poorly packaged and unsuitable for handling are prohibited for returns, as is the return of loose products. The client will ensure that the return weight stated on the carrier's receipt complies with the weight of the products returned in order to reserve rights in the case of dispute. General books (literature, practical life, young adult, comics) and new release paperbacks can be a returned from the fourth month to the twelfth month following the publication date. No return will be accepted after this period. Physical products either remixed or sold as a "cash transaction", and non-physical products for educational purposes cannot be returned in any event, except in cases of error or with express written authorization from the Interforum sales department. Any returns that do not comply with our authorisation rules will be refused and will be sent back to the client at the latter's expense and risk. For the methods for returning physical products broadcast and/or distributed by our company, please refer to their specific conditions of sale.

#### 6.2 Return credit

All returns accepted by our company will result, after qualitative and quantitative verification of the physical products returned, in an entry of a credit in our books in the client's favour, with the same expiry date as the period for payment of the latter's orders (clause 9-1) and cannot under any circumstance be deducted immediately or adjusted against unpaid invoices.

## CLAUSE 7. PRICE

The book prices provided to customers by publishers or producers are the retail prices (including VAT) in euro. For the prices of other products broadcast and/or distributed by our company, please refer to the terms and conditions of sale specific to these or the price legislation currently in force. For e-books and resources in the form of digital licences, for educational purposes, refer to the *Canal num rique des Savoirs* website: [www.cns-edu.com](http://www.cns-edu.com). These prices are subject to changes applicable on delivery. The prices can be changed at any time; publishers or producers will make every effort to inform clients with a notice period of fifteen days, by the communication means used in the profession. The pre-tax price shown on our invoices shall refer to the last rate in force. In the event of a difference between the price shown on the product and the price invoiced, the invoice price shall prevail; no price difference can be binding on our company. All orders are payable in euro. DVD retailers of DVD shall be responsible for paying the video services tax.

## CLAUSE 8. INVOICING

An invoice is drawn up for each delivery and issued at the time of delivery, unless a despatch note (delivery or collection) has been issued, in which case an invoice referring to the despatch note issued will be drawn up and sent within a few days of shipping. Any request for off-the-shelf invoicing will expose the client to management fees of 1% of the amount invoiced. Any dispute relating to invoicing must be subject to a written claim within 30 days of the invoice date.

## CLAUSE 9. PAYMENT

#### 9.1 Methods

Subject to favourable references and within the framework of a credit limit fixed by our company, reversible at any time depending on the guarantees provided, payments can be made under the following conditions:

- Clients registered for new releases service from publishers distributed by Interforum = payment at 60 days end of month from invoicing date by recovered bill of exchange.
- Other clients = payment at 30 days end of month by recovered bill of exchange. Under this Article a payment shall constitute not the simple delivery of a negotiable instrument imposing an obligation to pay, but its effective settlement on the due date. Early payment shall not lead to a discount.

#### 9.2 Delay or default

Non-compliance with a payment commitment, non-payment on a due-date in the event that the price is payable in instalments, whether these are represented by bills of exchange or promissory notes will, without prejudice to any other proceedings and unless settled within 8 days, lead to:

- The suspension of all pending orders and the account being frozen with a view to its closure.
  - The cancellation of the sale at Interforum's discretion, which may require, in the interim, the return of goods without prejudice to any other damages. The cancellation will apply not only to the order in question, but also to all previous orders that remain unpaid, whether already delivered or being delivered and whether or not their payment is due.
  - The removal ipso jure of all discounts and specific commercial benefits.
  - The establishment, revision or termination of a credit limit.
  - The immediate payment ipso jure of all sums due.
- In addition, for any amount not paid on the due date shown on the invoice, in accordance with Article L 441-6 of the Commercial Code, the penalties for late payment calculated at a rate of 0.85% per month of delay will be applicable, it being specified that the calculation will be made prorata temporis to each day of delay, in addition to the ipso jure application of a fixed sum of  40 for recovery costs. The penalties become due ipso jure as of the day after the due date shown on the invoice, until the date on which the amount paid is actually credited to one of our bank accounts. Any invoice recovered by the legal department will be increased, in application of a non-reducible penalty clause within the sense of Article 1229 of the Civil Code, by fixed compensation of 15% of the amount. Under no circumstances can payments be suspended or be subject to any suspension without prior written agreement from Interforum. Any partial payment shall be allocated to the oldest sums due first.

## 9.3 Payment guarantee requirement

Our company reserves the right to request information and/or financial statements from the client at any time. Any deterioration in the client's credit may justify requirement of cash payment guarantees, or delivery against payment. This will be the case particularly if a change in the debtor's capacity, professional activity, its directors, the form of the company or its shareholders, or if a transfer, lease, pledge or contribution to capital has an adverse effect on the client's credit. In addition, the deterioration of a client's credit likely to generate a default on payment shall, when the client purchases in cash and from sales outlets, lead to the application of discounts specific to short-notice orders, except for the possibility of a client in this situation sending orders to Malesherbes; orders will be tallied and the amount to be paid - in cash or by bank transfer - will be communicated to the client by customer accounts, to allow it to benefit from the usual discounts. The client will expressly inform Interforum of any change in the operation of its business (transfer, contribution, placing in lease management, etc.). In the event of non-payment before the transfer and regardless of the amount of the debt, whether due or not, the sale of the business will form the subject of an opposition by extrajudicial process. The successor/purchaser must request the opening of a new account. As stipulated in Clause 2, all annual invoicing of the client under the thresholds provided for and set in the discount schedules may result in the latter being required to pay cash for products.

## CLAUSE 10. DISCOUNTS

A client having opened an account with Interforum shall be entitled, for the books and non-physical products for educational purposes that we distribute:

- To a basic discount on the pre-tax retail price or the pre-tax recommended price, depending on the nature of the product.
- And possibly to quantitative and/or qualitative discounts.

The discounts schedules are set out in the specific conditions of sale.

Only the specific conditions of sale, unique to the network to which the client belongs and/or to the products it plans to order can be discounted on request; the said conditions of sale form an integral part of these general terms & conditions of sale.

The granting of discounts is subject to strict compliance with the general terms & conditions of sale and in particular, the terms and conditions of payment. As stipulated in Clause 9.2, failure to meet due dates shall expose the client to the loss of the right to discount. Discounts are calculated on invoices, on the date of sale, line by line, from the pre-tax retail price. For products broadcast and/or distributed by Interforum, please refer to the terms and conditions specific to these.

## CLAUSE 11. RESERVATION OF OWNERSHIP

It is expressly agreed that the goods delivered and invoiced to the client are sold with a clause expressly subordinating the transfer of ownership to full payment of the main price plus accessories. Any contrary clause in the general terms & conditions of purchase shall be deemed as not having been written. However, it shall be understood that simple delivery of an instrument creating an obligation to pay, a bill of exchange or other, does not constitute payment under this clause, the original claim by the vendor on the purchaser remaining with all the related guarantees, including reservation of ownership until the said commercial bill has actually been paid. In case of attachment or other third-party intervention on products, the purchaser must inform Interforum of this without delay to enable it to oppose this act and to preserve its rights. The purchaser shall be further prohibited from pledging or assigning the ownership of goods as security. He/she will ensure that identification of goods is always possible. Products in stock are presumed to be those not yet paid for.

## CLAUSE 12. PACKAGING

Packaging bearing the mark of our company can only be used for its physical products and in no event be used for other products. Any infringement of this rule would expose the author to prosecution and payment of damages.

## CLAUSE 13. PRODUCT COMPLIANCE WITH SAFETY RULES

Compliance of educational materials and toys - in the sense of Directive 2009/48/EC of 18 June 2009 and transposition texts - with the French and European legal provisions in force shall be the sole responsibility of the manufacturer and/or the importer.

## CLAUSE 14. PROTECTION OF PERSONAL DATA

When opening an account, the client's representative may provide personal data that will be gathered by and on behalf of Interforum. This data forms the subject of automated processing within the framework of fulfilling orders relating to the commercial relationship between Interforum and the client. It may be used for marketing purposes and for sending electronic mail relating to similar products, it being specified that Interforum allows the client to object to such communications. This personal data will be kept for up to 3 years from the end of the commercial relationship, and beyond that up to the end of the applicable prescription periods, purely to allow for establishing proof of a related rights or for compliance with a legal obligation.

In accordance with the [French] Data Protection Act of 1978 as amended, Regulation (EU) 2016/679 and the Law for a Digital Republic of 10 October 2016, the client's representative has the rights of access, rectification, objection, restriction, portability and erasure, and the option to give instructions relating to the conservation, erasure and communication of his/her personal data after his/her death.

To exercise your rights, you should send a request by registered letter to [DPO-Editis@3.All e.de.la.Seine.94200.Ivry.Sur.Seine](mailto:DPO-Editis@3.All e.de.la.Seine.94200.Ivry.Sur.Seine) enclosing a copy of an ID document. Subject to a breach in the aforementioned provisions, the client may lodge a complaint with the CNIL [French data protection agency].

## CLAUSE 15. JURISDICTION-DISPUTES

Only the French law shall be applicable. In the event these general terms & conditions of sale are translated, the French version shall prevail. The parties will seek an amicable agreement before any legal action. The Commercial Court of PARIS will be solely competent in litigation of any nature or disputes relating to the formation or fulfilment of orders. This clause shall apply even in cases of summary proceedings, incidental claims or multiple defendants or the introduction of third parties, regardless of the method and terms of payment, without the jurisdiction clauses that may exist on client documents being able to obstruct the application of this clause. Furthermore, in the case of legal or other debt recovery action by our company, notification fees, court costs, attorney and bailiff fees, and all additional costs shall be borne the client at fault.