



**Electrolux
Professional
Group**

GENERAL TERMS AND CONDITIONS OF SALE 2026

Coffee Business

1. LEGAL NOTICE

ELECTROLUX PROFESSIONNEL

Simplified joint stock company

Share capital: EUR 8,773,020

Registered office :

10 avenue du Stade de France

93200 Saint-Denis

R.C.S. Bobigny 996 750 030

2. PURPOSE OF THE GENERAL TERMS AND CONDITIONS OF SALE - GENERAL PROVISIONS

These General Terms and Conditions of Sale (the “General Terms and Conditions of Sale” or the “GTCS”) apply to any sale concluded between ELECTROLUX PROFESSIONNEL and a purchaser acting within the scope of its professional activity (the “Client”) relating **to equipment referred to as “Finished Products”, accessories and/or spare parts from the Coffee Business**, exclusively sold under the brands “ELECTROLUX PROFESSIONAL”, “UNIC”, “GRINDMASTER” or any other brand owned by the ELECTROLUX PROFESSIONAL Group and operated by the company ELECTROLUX PROFESSIONAL (together, the “Products”). The GTCS apply to all types of sales, whether traditional trade or distance selling by catalogue or via the Internet.

Any derogation from the GTCS must be subject to prior written agreement from ELECTROLUX PROFESSIONAL. Any amendments or derogations to the GTCS shall apply solely to the order in progress and may not be relied upon by the Client for any other orders, unless expressly agreed in writing by ELECTROLUX PROFESSIONAL.

Any obligation of a legal or regulatory nature incumbent upon the Client may not be transferred to ELECTROLUX PROFESSIONAL.

Any clause contrary to the GTCS shall be deemed unwritten, regardless of the medium in which it appears (except in the case of a contract or agreement expressly derogating from the GTCS).

3. PRODUCTS

The Products offered for sale by ELECTROLUX PROFESSIONAL are those listed in its catalogues and on the ELECTROLUX PROFESSIONAL, UNIC and GRINDMASTER websites, or, in specific cases, upon request by the Client (specific or customized products). The Products are offered subject to availability of stock.

The information and photographs contained in the catalogues, brochures and price lists are non-binding and provided for information purposes only and may be revised at any time.

ELECTROLUX PROFESSIONAL reserves the right to make any changes to the presentation, shape, dimensions, design or materials of the Products whose representations and descriptions appear in its documentation, without prior notice to the Client, in particular where such changes are required for Product compliance or safety reasons.

4. ORDERS

Any order for Products must be subject to a written agreement from ELECTROLUX PROFESSIONAL, in particular as regards the quantities ordered, the price of the Products and the delivery times. In particular, orders received and commitments made by our representatives shall only be valid after the express and written acceptance or confirmation by ELECTROLUX PROFESSIONAL.

ELECTROLUX PROFESSIONNEL S.A.S au capital de 8 773 020 Euros - 996 750 030 RCS Bobigny -
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Any order implies unconditional acceptance of ELECTROLUX PROFESSIONAL's offer and of the GTCS together with the pricing and financial conditions applicable on the date the order is placed. Any modification to an order that has been accepted is subject to the approval of ELECTROLUX PROFESSIONAL.

Any order cancelled after its acceptance by ELECTROLUX PROFESSIONAL shall give rise to the application of an indemnity equal to 20% of the order amount, with any deposits paid remaining the property of ELECTROLUX PROFESSIONAL within the limit of this 20%. No order for a Product manufactured upon request, of special manufacture or of specific manufacture may be cancelled. In the event of cancellation of such an order, the full price of the order shall remain due.

ELECTROLUX PROFESSIONAL reserves the right to apply storage fees for any order whose delivery is postponed at the Client's request, if such postponement was not requested at least three weeks in advance for standard Products. Such fees shall amount to 0,5% of the order amount per month of delay, any month commenced being payable in full.

For spare parts orders, ELECTROLUX PROFESSIONAL shall charge additional handling fees of 15 € excluding VAT for any order of Products with a value less than or equal to 50 €.

Any additional supply to an order already placed shall be subject to a new agreement from ELECTROLUX PROFESSIONAL and a new order acknowledgement specifying the applicable terms and conditions (price, conditions, delivery times, etc.).

5. PRICING CONDITIONS

The supply of the Products is carried out against payment by the Client of the price set out in the price lists of ELECTROLUX PROFESSIONAL in force on the date of the order, increased by the applicable taxes and any delivery and transport costs.

ELECTROLUX PROFESSIONAL may modify its price list during the year without the Client's agreement or prior notice, except where a contract fixing the price of the Products has been concluded. Before each order, the Client is invited to request the price list in force. The price lists of ELECTROLUX PROFESSIONAL are valid for six (6) months from the validation of the order. Any order not yet delivered after this expiry date may be subject to a price modification based on the updated price list, at the discretion of ELECTROLUX PROFESSIONAL.

In the event of a significant change in the price of the raw materials used to manufacture the Products between the date of conclusion of the sales contract and the scheduled delivery date of the Products, rendering performance of the order excessively onerous for ELECTROLUX PROFESSIONAL, ELECTROLUX PROFESSIONAL may request a renegotiation of the pricing conditions with the Client.

6. PAYMENT AND INVOICING TERMS

Any order for Products must be paid by the Client, unless a specific written derogation is granted by ELECTROLUX PROFESSIONAL, according to the following schedule:

- 25% of the price as a deposit paid upon order,
- Payment of the balance in cash as soon as the Products are made available at the factory.

Payments are made net, all costs and charges included, at the premises of ELECTROLUX PROFESSIONAL. Payment by cheque is not authorized. Payment by bill of exchange will only be accepted on an exceptional basis. In the event of payment by bills of exchange, the Client is required to return the instruments presented to it, duly accepted, within a maximum period of seven (7) days; the related costs remaining borne by the Client.

Early payment of an instalment does not give entitlement to any discount.

In the case of a periodic invoice, within the meaning of paragraph 1.3 of Article 289 of the French General Tax Code, the payment period may not exceed forty-five (45) days from the date of issue of the invoice.

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For deliveries of goods subject to importation into the tax territory of the departments of Guadeloupe, Martinique, French Guiana, Réunion and Mayotte, as well as the overseas collectivities of Saint-Barthélemy, Saint-Martin and Saint-Pierre-et-Miquelon, payment periods are calculated from the date of customs clearance of the goods at the port of final destination.

The payment conditions and terms may not be delayed or suspended under any pretext whatsoever, and no claim relating to the quality of the Products shall suspend payment thereof if reservations have not been made on the carrier's delivery receipt and duly confirmed in accordance with the applicable rules, and if proof of the defect has not been provided before the due date. More generally, any deferment of payment of an instalment, in whole or in part, based on the existence of a claim addressed to ELECTROLUX PROFESSIONAL is prohibited and may give rise to a request for guarantees by ELECTROLUX PROFESSIONAL in accordance with the provisions of Article 8 below.

Payment of year-end bonus rebates granted by ELECTROLUX PROFESSIONAL (ex BFA/RFA) shall be made by any means at the discretion of ELECTROLUX PROFESSIONAL and is subject to strict compliance by the Client with the payment conditions, terms and deadlines.

ELECTROLUX PROFESSIONAL authorizes no form of contractual set-off, nor any set-off with receivables held by third-party entities (ex: subsidiary of the Client).

Any partial payment shall first be applied to the unsecured portion of the debt, then to the amounts whose due date is the oldest.

Any modification of the invoiced entity occurring after receipt of the order, in particular in the event of leasing, shall automatically give rise to the invoicing of flat administrative fees in the amount of 250 €.

7. LATE PAYMENT

In accordance with the provisions of Article L. 441-10 II of the French Commercial Code, any failure to make payment by the due date indicated on the invoice shall automatically and by operation of law give rise to the application of late payment penalties in an amount equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. The Client shall also be automatically liable, as from the day following the payment date indicated on the invoice, for a fixed indemnity for recovery costs in the amount of 40€.

In the event of late payment, whatever the cause, ELECTROLUX PROFESSIONAL may also, in addition to the application of the above-mentioned penalties, suspend all ongoing orders or request guarantees pursuant to Article 8, without prejudice to any other course of action and without any compensation being claimable by the Client.

Any request for a signed delivery receipt that proves to be unjustified and generates a delay in payment shall automatically give rise to the application of the above-mentioned late payment penalties.

In the event of non-payment of the late payment penalties by the Client, ELECTROLUX PROFESSIONAL may proceed with their recovery ten (10) days after the sending of a formal notice that has remained unsuccessful, ELECTROLUX PROFESSIONAL reserving the right to set off the amount of the late payment penalties against any discount, rebate, bonus or allowance that may be due. In the event of prolonged non-payment, ELECTROLUX PROFESSIONAL may declare the termination of the sale and require the return of the Products, without prejudice to any other damages. Such termination shall affect not only the order concerned but also all prior unpaid orders, whether delivered or in the process of being delivered, and whether or not their payment is due.

In the event of non-payment, the Client shall also reimburse all costs incurred in connection with the judicial recovery of the sums due, including the fees of court officers (any invoice recovered through legal proceedings shall be increased by an indemnity fixed on a flat-rate basis at 10 % of the sums due, with a minimum of 77€).

In the event of payment by bill of exchange, failure to return the instrument shall be considered as a refusal of acceptance equivalent to a failure to pay. Likewise, where payment is made by instalments, the non-payment of a single instalment shall result in the immediate enforceability of the entire debt, without prior formal notice.

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8. FINANCIAL GUARANTEE REQUIREMENTS

In the event of a payment incident, deterioration of the Client's credit or financial situation, or refusal of coverage of the Client by ELECTROLUX PROFESSIONAL's credit insurer, ELECTROLUX PROFESSIONAL reserves the right to require the Client to provide guarantees (ex: surety, assignment of payment, first-demand guarantee, etc.) or to require payment in cash prior to the execution of the orders received. ELECTROLUX PROFESSIONAL also reserves the right, at any time and depending on the risks incurred, to set a ceiling on outstanding amounts, in particular in the event of a change in the Client's legal form, professional activity or representation (if the Client is a company, in the event of a change in management), or in the event of the completion of any transaction whatsoever (assignment, lease, pledging, contribution of its business assets, etc.) likely to have an adverse effect on the Client's credit or financial situation or on the coverage provided by the credit insurer, or also in the event of the Client's failure to file its annual accounts with the registry of the competent Commercial Court.

The Client undertakes to immediately inform ELECTROLUX PROFESSIONAL of any difficulty likely to result in its default or of any seizure carried out by third parties on the Products, including in the event of judicial reorganization or liquidation.

9. PRODUCT RETURNS

ELECTROLUX PROFESSIONAL may exceptionally accept, provided that the request is made within a maximum period of one week following delivery, and subject to its prior written agreement, the return of Finished Products, accessories and or spare parts in perfect condition and in their original packaging, solely in the event of an order error on the part of the Client. In the event of agreement to return Finished Products, accessories and or spare parts, a credit note shall be issued including a deduction of 20% of the value of the Finished Products, accessories and or spare parts concerned, corresponding to handling and remarketing costs of said Finished Products, accessories and or spare parts; it being specified that this provision does not apply to Products manufactured upon request, of special manufacture or of specific manufacture, or whose production has been discontinued as of the date of the Client's request. No return or credit note shall be granted where the net invoiced value of the Finished Products, accessories and or spare parts concerned by the Client's request is less than 150 € excluding VAT.

The Client undertakes to immediately inform ELECTROLUX PROFESSIONAL of any difficulty likely to result in its default or of any seizure carried out by third parties on the Products, including in the event of judicial reorganization or liquidation.

10. DELIVERY - TRANSPORT – RISKS

10.1. Delivery - Timeframes

Delivery is carried out according to one of the following methods:

- Direct handover of the Products to the Client,
- Notice of availability,
- Release of the Products at ELECTROLUX PROFESSIONAL's factories, stores or warehouses to a forwarding agent or carrier.

Delivery times are given for information purposes only. ELECTROLUX PROFESSIONAL undertakes to use its best efforts to deliver the Products on the date agreed with the Client. Delivery delays may under no circumstances give rise to cancellation of the order or to the invoicing by the Client of any indemnity or penalty, of whatever nature or amount.

10.2. Transfer of risks

The Products travel at the Client's sole risk, including in the event of return or shipment carried out carriage paid or cash on delivery, ELECTROLUX PROFESSIONAL not being liable for any damage occurring during transport or unloading. The Client shall arrange, at its own expense, all insurance policies necessary to cover such risks and liability.

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10.3. Reservations upon delivery

It is the Client's responsibility to carry out a quantitative and qualitative inspection of the Products upon receipt and to make any reservations, for each Product concerned, specifying the type of damage, its location and extent, as well as all commercial references of the Product, on the carrier's delivery receipt, and to confirm such reservations by sending a copy of the signed delivery note mentioning these reservations by registered letter with acknowledgement of receipt within three (3) clear days following receipt of the Products to (i) the carrier and (ii) the Company.

All claims or disputes relating to delivered Products shall only be taken into account upon presentation of a copy of the signed delivery note mentioning said reservations.

After the expiry of the aforementioned period of three (3) clear days, no further claim relating to deliveries shall be taken into account.

10.4. Delivery costs

Any order for spare parts or accessories with an amount lower than 760 € net excluding VAT shall give rise to the invoicing of delivery charges, with a minimum amount of 30 € excluding VAT. Carriage paid delivery shall apply to any order for spare parts or accessories exceeding 760 € net excluding VAT delivered within metropolitan France.

For shipments outside metropolitan France, delivery costs shall remain entirely borne by the Client.

The carriage paid conditions and the invoicing of delivery charges applicable to Finished Products are not subject to the threshold mentioned above and are determined by the Electrolux Professional transport price scale in force. This price scale is available upon simple request from the Sales Administration.

Any delivery carried out directly to the end user requiring a specific mode of transport due to access constraints (city centre, shopping centre, railway station, pedestrian street, street prohibited to heavy goods vehicles, etc.) shall give rise to additional invoicing for transport costs related to the implementation of a transport solution adapted to access constraints and delivery requirements.

11. RETENTION OF TITLE

The Products delivered shall remain the property of ELECTROLUX PROFESSIONAL until full payment of their price by the Client, in accordance with the provisions of Article 2367 of the Civil Code. The Client acknowledges and accepts that the benefit of the retention of title shall be transferred to the resale price of the Products to a sub-purchaser pursuant to the provisions of Article 2372 of the Civil Code or Article L. 624-18 of the Commercial Code in the event that collective proceedings are opened against the Client.

12. WARRANTY / AFTER-SALES SERVICE

12.1. Scope and duration of the Warranty

12.1.1. New Products (factory outlet)

ELECTROLUX PROFESSIONAL grants a Manufacturer's warranty (the "Warranty") with a duration of twelve (12) months on new Finished Products and accessories (factory outlet) from the Coffee Business under the following conditions:

- spare parts only for Finished Products and accessories sold at the bare price.
- spare parts and labour for Finished Products and accessories sold at the installed guaranteed price.

Spare parts are not covered by any Warranty.

The Warranty shall take effect as from the invoicing date of the Product (Finished Product or accessory) concerned.

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12.1.2. Overhauled or refurbished Products

ELECTROLUX PROFESSIONAL offers a warranty in the event of overhaul or refurbishment of a Finished Product carried out and installed exclusively by the teams of the Electrolux Professional After-Sales Service under the following conditions:

- One (1) to six (6) months depending on the case for Finished Products less than five (5) years old that have undergone workshop overhaul prior to their reinstallation or resale*;
- Up to twelve (12) months for Finished Products more than five (5) years old that have undergone full refurbishment*.

*The prices and conditions of overhaul and refurbishment services and the related warranties may be requested from the After-Sales Service.

12.2. Implementation of the Warranty

During the Warranty period, ELECTROLUX PROFESSIONAL undertakes to supply all parts recognized as defective, without this extending the initial Warranty period.

The costs of shipping replacement parts to the Client are borne by ELECTROLUX PROFESSIONAL; any costs for shipping parts by the Client to the factory are borne by the Client, except in the case of purchase at the installed guaranteed price.

Labour costs for assembly and disassembly are borne by ELECTROLUX PROFESSIONAL only in the case of purchase at the installed guaranteed price.

After-sales service operations may be carried out either by ELECTROLUX PROFESSIONAL or by one of its service providers. In certain specific cases and subject to the express agreement of the parties, the Client may assume responsibility for after-sales service obligations.

12.3. Warranty exclusions

It is recalled that it is the Client's responsibility to comply with the manufacturer's recommendations relating to the installation and or use of the Product. Assembly instructions are, where applicable, included in the Product packaging and on the digital tools made available by ELECTROLUX PROFESSIONAL.

The Warranty does not cover:

- Normal wear and tear of parts,
- Wear parts (e.g., gaskets) and aesthetic parts (except in the case of purchase at the installed guaranteed price),
- Damage suffered or observed on the Products resulting from failure to comply with the installation, use and maintenance instructions set out in the manufacturer's documentation,
- Any direct or indirect damage suffered by the Client.

The following situations shall result in total cancellation of the Warranty and shall release ELECTROLUX PROFESSIONAL from any liability in the event of damage or incidents resulting therefrom:

- Use of spare parts not supplied by ELECTROLUX PROFESSIONAL,
- Any transformation or modification of the Product whatsoever,
- Non-compliant installation, use or maintenance of the Product,
- Failure to comply with cleaning procedures as well as non-use of Electrolux Professional cleaning products such as coffee group cleaning tablets or milk detergent,
- Absence of a water filtration cartridge dedicated to the use of the professional coffee machine, including where the site is equipped with a general water softener.

For Products and parts manufactured by a third party and bearing its name, the warranty granted by ELECTROLUX PROFESSIONAL may not exceed that granted by the third party to ELECTROLUX PROFESSIONAL.

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It is specified that the textiles fitted to our ironing dryers are used for machine testing at the factory and may therefore appear yellowed as a result of these tests, but must be accepted as such by the Client.

12.4. After-sales service

Where the Products sold to a Client are resold, the warranty conditions applicable to the Products benefiting the final purchaser shall be those of the Client. In this case, after-sales service obligations shall be assumed by the Client under its full and sole responsibility.

ELECTROLUX PROFESSIONAL may not be required to replace a Product. If the Client, on its own initiative and without prior notice to ELECTROLUX PROFESSIONAL, replaces a Product instead of carrying out a technical intervention falling within the scope of after-sales service, the Client shall assume responsibility for such replacement and bear the full cost thereof, without being entitled to any reimbursement or contribution from ELECTROLUX PROFESSIONAL.

13. AVAILABILITY OF SPARE PARTS

The spare parts essential for the use of the Product are available, except in cases of force majeure, for ten (10) years after the date on which manufacture of the Product is discontinued.

14. ENVIRONMENT - END OF LIFE PRODUCTS

In accordance with the applicable legislation, ELECTROLUX PROFESSIONAL is registered with the national producers register (ADEME) and is a member of collection schemes managed by eco-organizations under the following unique identifiers :

Eco-organization	IDU
ECOLOGIC (DEEE)	FR000329 051XU5
VALDELIA (DEA)	FR000329 IOIFHW

The Client undertakes to communicate this information to any subsequent purchaser of electrical and electronic equipment (EEE) and furniture equipment (EA), as well as the tracking documents for end-of-life management provided by ELECTROLUX PROFESSIONAL or the various eco-organizations, and conversely to communicate all necessary information requested by the eco-organizations.

At the end of life of EEE and EA, the Client and or the final user undertake to forward take-back requests to the relevant eco-organizations, specifying the elements necessary for locating DEEE and DEA which, depending on the configuration, shall be delivered to a collection point or collected at the final user's premises, at its expense below 250 kg for DEEE and 2.4 tonnes for DEA. With regard to the overseas departments and regions (DROM) and overseas collectivities (COM), the eco-organizations ensure the collection and treatment of DEEE and DEA under the same conditions as in mainland France. In the event that collection of DEEE is requested, the Client is invited to contact ECOLOGIC by submitting an online collection request at <https://www.e-dechet.com/>. Any collection carried out by ELECTROLUX PROFESSIONAL shall be invoiced.

As from the collection of the Product or voluntary delivery to a collection point, the eco-organizations shall assume full responsibility for end-of-life EEE and EA (DEEE and DEA).

The Client and/or the user guarantee ELECTROLUX PROFESSIONAL against all consequences related to non-compliance with the obligations set out in this article. ELECTROLUX PROFESSIONAL may not, under any circumstances and for any reason whatsoever, be held liable for the Client's and or the user's failure to comply with these obligations.

With regard to equipment classified as non-household equipment which is excluded from the scope of the legislation on DEEE, it is the responsibility of the waste holder to ensure or have ensured its disposal in accordance with the law.

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DEEE and DEA eco-contributions – Applicable scale

Eco-contributions relating to Waste Electrical and Electronic Equipment (DEEE) and Waste Furniture Equipment (DEA) are invoiced in accordance with the scales in force on the invoice issue date, and not those applicable on the order confirmation date. In the event of a change in the scales between order confirmation and invoicing, the scales in force on the invoice date shall prevail.

15. LIABILITY

The liability of ELECTROLUX PROFESSIONAL towards the Client, whatever its cause or legal basis, is expressly limited to compensation for direct material damage, to the exclusion of any intangible and or indirect damage, such as, in particular and without limitation, loss of opportunity, loss of turnover, commercial loss and damage to image.

Furthermore, and subject to any mandatory legal or regulatory provisions, the total annual liability of ELECTROLUX PROFESSIONAL is expressly limited to the amounts actually paid to it by the Client during the year concerned, unless a more favorable provision for ELECTROLUX PROFESSIONAL is set out in the agreements entered into with the Client, in which case such more favorable provision shall apply.

16. INTELLECTUAL PROPERTY

The trademarks, logos, domain names and all other intellectual property elements reproduced on the ELECTROLUX PROFESSIONAL and UNIC websites or appearing in its catalogues and other documents are the exclusive property of ELECTROLUX PROFESSIONAL and are protected by copyright law and trademark law.

Any reproduction, distribution, modification, adaptation, retransmission or publication, even in part, is strictly prohibited without the express prior written consent of ELECTROLUX PROFESSIONAL. Failure to comply with these rules constitutes an act of infringement punishable under intellectual property law and exposes the Client to legal proceedings.

17. PERSONAL DATA

The Client undertakes to collect and process the personal data of its contacts within ELECTROLUX PROFESSIONAL in compliance with Law No. 78-17 of 6 January 1978 relating to data processing, data files and individual liberties, as amended by Law No. 2018-493 of 20 June 2018 transposing Regulation (EU) 2016/679 of 27 April 2016 relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data.

18. CONFIDENTIALITY

All documents, elements or information transmitted by the Company to the Client, whatever the medium or form used, are considered strictly confidential and may not be disclosed in any way to third parties without the prior written authorization of ELECTROLUX PROFESSIONAL.

19. COMPLIANCE - BUSINESS ETHICS – INTERNATIONAL SANCTIONS

19.1. The Client undertakes to conduct its activities in compliance with:

- (i) all applicable laws, regulations and provisions issued by any national or international authority, including laws relating to the fight against corruption and fraud (the "Applicable Laws");
- (ii) all economic and financial sanctions, embargoes, export controls and other trade restrictions imposed by the United Nations, the European Union (and its Member States), the United States of America, the United Kingdom and any other competent jurisdiction (the "Sanctions");
- (iii) the Electrolux Professional Group Code of Conduct available at the following address: <https://www.electroluxprofessional.com/corporate/policies/> (the "Code of Conduct").

19.2. The Client warrants that the Products shall not be sold, supplied, used, exported, re-exported or transferred, directly or indirectly, to:

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- (i) any person or entity listed on a sanctions list (a “Sanctioned Person”);
- (ii) any person or entity located or domiciled in the following territories: Cuba, Belarus, Iran, North Korea, Russian Federation, Sudan, Syria, the regions of Donetsk and Luhansk, the non-controlled areas of the Kherson and Zaporizhzhia oblasts, Crimea and Sevastopol, or any other territory notified by ELECTROLUX PROFESSIONAL;
- (iii) any entity owned 50 % or more or controlled by a person referred to in points (i) or (ii).

19.3. At the request of ELECTROLUX PROFESSIONAL, the Client shall promptly provide any information or documentation enabling verification of compliance with the Applicable Laws, the Sanctions and the Code of Conduct, in particular:

- any information relating to the Client’s legal structure, its shareholders and beneficial owners;
- any information relating to the final use of the Products.

19.4. ELECTROLUX PROFESSIONAL may, at its sole discretion, suspend performance of its obligations or terminate the relationship with the Client with immediate effect by written notice if:

- (i) the Client fails to comply with its obligations under this Article 19;
- (ii) the Client’s actions or conduct harm the trademarks, the Products or the reputation of ELECTROLUX PROFESSIONAL or its group;
- (iii) performance of ELECTROLUX PROFESSIONAL’s obligations vis-à-vis the Client exposes it to a risk of violation of Sanctions or to a risk of being considered a Sanctioned Person.

In the event of termination for any of these reasons, the Client shall not be entitled to any indemnity or compensation.

20. APPLICABLE LAW - SETTLEMENT OF DISPUTES

The GTCS and the commercial relationship between ELECTROLUX PROFESSIONAL and the Client, including any Order, are governed by French law.

In the event of a dispute between the parties, for any reason whatsoever, and failing amicable settlement within a reasonable time, the Client agrees in advance to the exclusive jurisdiction of the Paris Commercial Court, even in the event of third-party proceedings or multiple defendants. Acceptance of a bill of exchange or any other document shall not constitute novation or a derogation from this jurisdiction clause.

21. LANGUAGE - ORIGINAL VERSION

In the event of translation of the GTCS into English, the French version shall prevail in the event of any discrepancy between the versions or any difficulty of interpretation whatsoever.

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