

## General terms and conditions

Article 1 – By applying for the card, the holder accepts the general sales conditions in effect.

Article 2 – The magnetic strip cards sent to the holder remain the property of ARS Exploitation SA. Their issue is the sole decision of ARS Exploitation SA, which is not obliged to justify its decision.

Article 3 – ARS Exploitation SA reserves the right to withdraw the use of its cards from any cardholder who does not comply with these general conditions, either by the temporary cancellation of the holder's cards or by a definitive cancellation. In the event of a definitive suspension, the cardholder will be notified and he/she will have to return the cards held within 15 days. ARS Exploitation SA will invoice each card not returned within 15 days at the unit price of €5.00 (excluding VAT).

Article 4 – A holder who decides to stop using his/her cards should inform ARS Exploitation SA of the final date in writing, and return the cards in his/her possession within 15 days. ARS Exploitation SA will invoice each card not returned within 15 days at the unit price of €5.00 (plus VAT).

Article 5 – The cardholder is solely responsible for the cards sent to him/her. Any item bought or other purchase made with one of his/her cards will be invoiced to him/her. The cardholder assumes full responsibility for the loss, theft or damage caused by him/her or any other person authorised by him/her to make use of the cards in his/her name.

Article 6 – In the event of loss or theft, the cardholder is responsible for immediately notifying ARS Exploitation SA so that the latter may cancel the lost or stolen card(s). ARS Exploitation SA may not be held responsible for purchases made with these cards during the period prior to the notification of loss or theft.

Article 7 – The replacement of a stolen, lost or damaged card, whatever the cause of the theft, loss or damage, shall be invoiced to the cardholder at the unit price of €5.00 (plus VAT).

Article 8 – Delivery is considered completed when the goods are handed over to the customer by the shipper or transporter. In cases where the customer personally withdraws the goods, the delivery is considered completed at the time of this withdrawal. Partial supplies are permitted. ARS

Group SA reserves the right to group deliveries of goods together.

Article 11 – Invoice prices are those in force on the day of the purchase. They may vary as a result of modifications made by ARS Group SA or its suppliers.

Article 12 – The particular sales price conditions granted to the cardholder by ARS Group SA are its sole responsibility. ARS Group SA may modify these particular conditions at any time without being obliged to justify its reasons.

Article 13 – Unless expressly stated, the invoice is payable by direct debit (net without discount). Whenever circumstances require, ARS Exploitation SA reserves the right to apply a different mode of payment or other conditions. At the time of payment, the customer may not deduct any sum for corrections from the invoiced amounts, unless he/she/it is in possession of a credit note issued by ARS Exploitation SA.

Article 14 – In the event of non-payment on the due date, the sums due will be increased ipso jure without prior notification at an interest rate equivalent to 1% per month's delay incurred.

Article 15 – The non-payment of an invoice on its due date, or any other failing on the part of the customer in the performance of his/her obligations, authorises ARS Exploitation SA to suspend the use of all his/her cards.

Article 16 – Any grievance related to deliveries must be notified immediately through an entry on the original copy of the delivery note. Any defect not detected on delivery must be notified, at the latest, within five days of its discovery. ARS Exploitation SA must be offered the possibility of checking the alleged defect. The presentation of a claim does not release the customer from paying due invoices under any circumstances.

Article 17 – ARS Exploitation SA reserves the right to modify its prices, discounts, payment periods and other sales conditions.

Article 18 – Any potential dispute will be submitted to the Law of Luxembourg, the parties recognising the exclusive jurisdiction of the Court of Diekirch.