

GENERAL TERMS AND CONDITIONS OF USE OF THE CETIE DATABASE AND ITS DATA

The purpose of these General Terms and Conditions of Use (GTCU) is to lay down the conditions in which the Centre Technique International de l'Embouteillage et du Conditionnement (CETIE), an association under the terms of the French 1901 Associations Law, Siret No. 784 844 664 00036, declared in the French associations directory under number W751017077 (hereinafter, "the Association"), makes available to anyone who requests it and is interested in matters related to packing, bottling and packaging (hereinafter, "the User(s)") its documentary database in digital format (hereinafter, "the Documentary Database").

In accordance with the regulations in force, these GTCU shall be sent systematically to all Users as a prerequisite for accessing the Documentary Database.

Any User requesting access to the Documentary Database shall be deemed to have agreed to these GTCU.

1- DEFINITIONS

In the body of the GTCU, each of the following terms shall have the meaning given by its definition.

Database

Collection of data arranged in a systematic or methodical manner which is individually accessible through electronic or other means, as published on the Association website, and any Updates thereto.

Data

The works, data, metadata, files, information or other independent elements contained in the Database, such as, but not limited to, the technical data sheets and recommendations contained in the Database published on the Association website.

User account: refers equally to (i) the access rights granted to the User with respect to the Documentary Database, (ii) the information and administrative contact details of each User, as entered directly by the latter when he or she requests the opening of a User Account, for example via the Association website, and (iii) the browsing data and time spent on the Documentary Database by the User.

Personal data: shall have the meaning given by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter, the "GDPR") and by the French Data Protection Act no. 78-17 of

6 January 1978, amended, (together with the GDPR, the "Regulations").

Confidential Information: information, exchanges and data of any kind, for example technical, scientific, economic, financial, business and accounting data, in any form (for example, experimental and test data, specifications, know-how and trade secrets within the meaning of French Law no. 2018-670 of 30.07.2018, software and programmes) and on any media whatsoever (including, but not limited to, verbal, written or electronic communication, and communication on any kind of media), belonging to the Association and of which Users may become aware in the course of their access to the Documentary Database. By definition, then, data shall be deemed to be Confidential Information belonging to the Association.

Updates

Updating of the Database; the User is notified of any Updates by any written means including email.

User(s)

(i) The natural person requesting the opening of a User account by the Association.

(ii) and, if the natural person is also legally linked to an Association member, the term shall also refer to the member concerned.

2- ACCESS TO THE DOCUMENTARY DATABASE

Access to the Documentary Database shall be via a request to open a User account, for example using the contact form on the Association website.

The User account is opened within an estimated, non-binding time frame of 72 working hours, based on the contact information provided by the User.

Once the User account has been opened, the User shall have access to the Documentary Database, in its digital format, by logging in to their personal account using the personal login credentials (login and password) provided by the Association. It is specified that a temporary password is provided when a User opens an account, and the latter will be asked to replace it with their own password, which will be unknown to Cetie.

3 - INTELLECTUAL PROPERTY

It is expressly agreed that the Documentary Database is and shall remain the property of the Association, which holds both the copyright and the sui generis database rights of database owners, worldwide and for the related legal protection periods.

Without prejudice to the above, in addition to the sui generis database rights of database owners, the Data shall also be deemed to constitute protected information within the meaning of Articles L 151-1 et seq. of the French commercial code, of which the Association is the rightful owner.

Consequently, Users shall refrain from:

- Using any reverse-engineering method such as observation, study, dismantling or testing of the Documentary Database or its Data,
- Making any material extractions and using either the Documentary Database or its Data to create or enable the creation of another database or a service with the same purpose.

Specifically, any reproduction of the Database, even for the purpose of making a private copy, is strictly prohibited, given the electronic nature of the Database.

Users shall not therefore claim, on the basis that they have been granted access to the Documentary Database, any kind of assignment or prior ownership right, as laid down by the French intellectual property code, regarding the Documentary Database or its Data.

Users shall not therefore be entitled to make any commercial use of the Documentary Database or its Data or to share them, either fully or partially, with any third party, either for a fee or free of charge.

However, Users shall be authorised to:

- extract any Data solely for their personal use, for the purposes of study and analysis,
- and to reuse the references identifying the Data contained in the technical data sheets for their product offers to which the Data concerned applies, in full knowledge of the Liability/Guarantee rules stipulated below, Together referred to hereinafter as the "purpose of use" or "purpose".

4 – LIABILITY/GUARANTEES

Users shall remain liable for which data they choose to consult within the Documentary Database and the suitability of said Data with respect to the purpose of use. Users are informed that the Documentary Database is intended for professional use in the field of packing, bottling and packaging, and that it is in no way intended to be used as a

decision-making tool and shall not replace the decisions or judgement of the User.

Users shall therefore be solely liable for the use they make of the Database, along with the results or deductions made when using the Documentary Database. Users shall therefore hold the Association harmless against all consequences, including financial consequences, arising from third-party proceedings against the User due to the User and/or the use and purposes he or she makes or has made of the Documentary Database.

The Association shall only be held liable for any proven misconduct or negligence and its liability shall be limited to direct losses. Accordingly, THE ASSOCIATION SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR OTHER TYPE OF DAMAGES RESULTING FROM OR RELATED TO USE OF THE DOCUMENTARY DATABASE, SUCH AS, BUT NOT LIMITED TO, LOSS OF OPPORTUNITIES, RESULTS OR OPERATION AND THIRD-PARTY PROCEEDINGS.

CONSEQUENTLY, THE USER WAIVES ALL RIGHTS TO BRING A CLAIM AGAINST THE ASSOCIATION AND ITS INSURERS IN THIS RESPECT AND UNDERTAKES TO HAVE ITS INSURERS WAIVE SAID RIGHTS IN THE SAME WAY.

The Association reserves the right to Update its Documentary Database, and Users may be notified thereof by an email sent to the contact address provided when they opened the User account. Likewise, the Association reserves the right to withdraw any Data, especially data deemed to be obsolete, and to stop updating it if it is no longer aligned with the Association's objectives.

Users are informed that the Documentary Database is compiled as a result of work carried out and, as appropriate, feedback from expert groups. The Documentary Database is therefore compiled with the utmost care and based on the top-level knowledge of the expert groups in the field of packing and bottling. However, the Documentary Database refers to standards in their current status at the time of publication. Users are therefore invited to verify the currently applicable versions of these standards, for example by consulting the ISO and/or CEN website.

Some Data may be marked as "Experimental": this means that the technical principle has been assessed and recognised by an expert group but has not been tested in industrial practice. Consequently, technical modifications may be made if any appropriate feedback is received.

5 - FINANCIAL CONDITIONS

The Documentary Database is accessible free of charge, upon request to open a User account, as described above.

However, the Association reserves the right to impose a fee on access to the Documentary Database, for example due to the need to balance the Association's budget.

Users shall be notified thereof, and if they do not adhere to the financial conditions, their User account will be closed, and no compensation shall be sought or paid by the Association on the basis of that fact alone.

6- CONFIDENTIALITY

Users undertake to comply with a confidentiality clause throughout the entire period during which they hold a User account and after it expires, for an indeterminate length of time; said clause imposes the utmost confidentiality, and requires Users to refrain from disclosing, either directly or indirectly, the Confidential Information to which they may have access as a result of their Documentary Database access rights.

7- PERSONAL DATA

The personal data collected from Users is processed by the Association.

It is recorded in its User file and is essential for the processing of Users' Documentary Database access rights and in order to comply with any legal and regulatory obligations related to the Database.

It shall be stored for the execution of access rights and for the duration of the legal liability period after the closure of access rights.

The Association is the data controller. Access to personal data shall be strictly limited to:

- employees of the data controller, who are authorised to process the data as part of their duties,
- and the service provider in charge of maintaining the Association's information system.

Users are informed that their personal Data is stored on a private server located in the European Union.

The personal data collected is that listed on the Association website contact form and required in order to open and maintain a User account: login credentials and IP address, browsing data, number of connections to the Documentary Database and automatic informational messages such as information about password activation; said data is required, for example, in order to send any Update notifications about the Data consulted by Users.

There is no need to transfer personal data outside of the EU.

The Association undertakes to set up adequate technical and organisational measures to protect the integrity and confidentiality of Users' personal data.

In accordance with the applicable regulations, Users have a right of access, a right to rectification and erasure, a right to data portability for their own data and the right to object to processing of their data on legitimate grounds. They can exercise these rights by contacting the data controller at the following address: contact@cetie.org, providing proof of identity.

Further, Users are informed that they are entitled to lodge a complaint with the French Data Protection Authority (CNIL).

8- COOKIES AND TRACKERS

USERS are informed that every time they log in to the Documentary Database, the Association tracks their visit, for the sole purpose of providing the related access rights and any Updates.

In accordance with the CNIL guidelines and recommendations in this area, Users are informed that said trackers are for the sole purpose of ensuring the continuity of the Documentary Database access rights and for any Updates.

9 – TERMINATION OF DOCUMENTARY DATABASE ACCESS RIGHTS

The Association reserves the right to terminate the User account and any commitment arising therefrom automatically, based on a unilateral decision and without prejudice to any damages, in the following cases:

- Attacks on the confidentiality of the Documentary Database and/or its Data, infringement of the Association's intellectual property rights and/or acts of unfair competition by or as a result of the User,
- Undermining of the Association's image or reputation by or as a result of the User,
- Attack on the integrity of the Association's information system by or as a result of the User.

10- REVISION OF THE GTCU

The Association reserves the right to amend its GTCU, for example in order to implement a legal measure, at any time during the execution of the access rights. In such cases, Users shall be invited to agree to the amendments, via the same agreement request made the first time they logged in to the Documentary Database. Any rejection of the revised GTCU shall lead to immediate termination of the access rights (and therefore of the User account), without any compensation being due by the Association, on the basis of that fact alone.

11- FORCE MAJEURE

The Association shall not be held liable if the failure to execute or late execution of any of its obligations, as described in this document, is related to a case of force majeure, within the meaning of Article 1218 of the French civil code, such as (i) defined by the most recent case law in French courts and tribunals, or (ii) one of the following events (“Case of Force Majeure”):

- earthquakes;
- fire;
- social conflict;
- transport strikes;
- storms;
- floods;
- blockage of the telecommunications network.

In such cases, the Association’s obligations shall be suspended for thirty (30) consecutive days, renewable once (1 time).

The fact that its obligations have been suspended owing to a Case of Force Majeure shall under no circumstances be deemed to constitute liability for failure to execute the obligation concerned, or lead to payment of damages or penalties for late execution.

If the impediment is definitive or lasts for more than sixty (60) calendar days, both the Association and the User shall be entitled to terminate the User account and access rights automatically, without notice and without any formality other than notification of the termination in any written form compatible with acknowledgement of receipt, such as an email, without any compensation on either side.

12 – MEDIATION CLAUSE

Any disagreements regarding the validity, interpretation, execution or non-execution, suspension or termination of the Documentary Database access rights or User account shall, prior to any legal proceedings or arbitration on the substance of the matter, be submitted to mediation at a mediation centre or with a jointly selected mediator. If no agreement is reached about which

mediator to appoint within fifteen (15) days of the occurrence of the disagreement, the matter shall be brought before the Court of Paris.

13 - DISPUTES

Any disputes arising from this document, concerning either the validity, interpretation, execution, resolution, consequences and subsequent dealings, which cannot be resolved through the aforementioned mediation process, shall be brought before the competent courts of PARIS, subject to any imperative legal provisions on jurisdiction.

14 - LANGUAGE OF THE CONTRACT - APPLICABLE LAW

By express agreement, the GTCU and the related service operations are governed by the laws of France.

They are drafted in French. If they are translated into one or more languages, only the French text shall be binding in the event of a dispute.

15 - USER AGREEMENT

These GTCU are expressly approved and accepted by the Users, who assert and acknowledge that they are perfectly aware of them, and, on that basis, waive the right to use any other legal instrument of their own. ■