

GENERAL TERMS AND CONDITIONS OF SALE

Version of 10 05 2023

1. SUBJECT

The purpose of these General Terms and Conditions of Sale is to define the conditions under which Visiativ supplies Hardware to any Customer placing an Order. Visiativ reserves the right to modify the General Terms and Conditions of Sale at any time. The applicable General Terms and Conditions of Sale will be those in effect on the date the Order is issued by the Customer.

2. CONTRACTUAL DOCUMENTS

The Contract comprises, in order of priority, the following documents:

- The Special Conditions, including the accepted Visiativ offer (quotation and/or proposal), hereinafter referred to as the "Offer";
- The present General Terms and Conditions of Sale applicable to the Equipment.

In the event of contradiction between different documents, the higher-ranking document will prevail.

Any Order issued by the Customer is deemed to have been made with full knowledge of the General Terms and Conditions of Sale, and implies express and unreserved acceptance thereof. The Customer hereby waives the right to invoke any contradictory document, in particular its own general terms and conditions of purchase.

3. ORDER

All Orders for Equipment are subject to the unreserved acceptance by both Parties of the Special Conditions. Any specific condition not included in the Contractual Documents, and in particular in the Special Conditions, is excluded from the scope of the Contract.

Unless otherwise stipulated, the Offer drawn up by Visiativ is valid for a period of thirty (30) days from its date of issue, Visiativ reserving the right to refuse any Order issued after this period.

Upon receipt of the Order, Visiativ will proceed with the formalities and preliminary verifications required to validate the Order.

Any Order placed online will only become final and the Contract will only be formed once it has been accepted by Visiativ, evidenced by the issue of an Order confirmation sent to the Customer by any written or electronic means. Visiativ reserves the right to refuse any Order issued by the Customer, in particular in the event of incomplete, inaccurate or fraudulent information declared by the Customer, and/or to make the supply of Hardware conditional upon payment of a deposit.

Once the Contract has been formed, any cancellation or modification is impossible without Visiativ's prior written agreement, and the price of the Equipment is due in full. Visiativ cannot be held responsible for any errors or inaccuracies in the information provided by the Customer.

Unless otherwise specified in the Contract, the Customer remains solely responsible for verifying the suitability of the Hardware supplied by Visiativ for his own needs. In particular, prior to any Order, the Customer is required to check the characteristics of the Hardware supplied and any warranties granted by Visiativ and/or the Manufacturer of the Hardware, to ensure compliance with the technical prerequisites communicated by Visiativ and/or the Manufacturer, to check the compatibility and correct configuration of the Customer's Environment and to ensure that its personnel are duly qualified, trained and authorized to use the Hardware.

The Customer is also informed that certain Equipment may only be used with consumables manufactured or certified by the Manufacturer. It is the Customer's responsibility, prior to ordering any Equipment, to ensure that it complies with all the recommendations and conditions of the Equipment Manufacturer.

4. DELIVERY

4.1 Equipment delivery times and terms

The delivery time for the Hardware mentioned in the Contract is given to the Customer as an indication only, without any guarantee. Delivery of the Hardware is made according to availability, supply and transport possibilities and in the order in which the Orders are received, Visiativ being authorized to deliver the Hardware in whole or in part. The Customer may not take advantage of any reasonable delay in relation to the forecasted delivery date to claim

cancellation of the Order, request the application of penalties or the awarding of damages and/or refuse to proceed with payment of the price or installments provided for in the Contract.

Deliveries of Materials are made under the Incoterm (ICC 2020) EX WORKS shipping site, unless otherwise agreed between the Parties in the Contract. The Customer is therefore solely responsible for all costs (including customs duties) and risks relating to the transportation of the Materials to the location indicated in the Contract, and undertakes to pay all taxes, duties, levies and other charges due as a result thereof upon receipt. In the event that Visiativ assumes responsibility for transporting the Hardware, the resulting costs will be billed in full to the Customer, Visiativ acting solely as the Customer's agent.

THE TRANSFER OF OWNERSHIP OF THE EQUIPMENT IS SUBJECT TO FULL PAYMENT OF THE PRICE BY THE CUSTOMER, IN PRINCIPAL, INTEREST AND INCIDENTAL CHARGES, INCLUDING WHERE EXTENDED PAYMENT TERMS HAVE BEEN GRANTED.

By express agreement, Visiativ may enforce its rights under the present retention of title clause, in respect of any of its claims, on all of the Hardware in the Customer's possession, the latter being conventionally presumed to be unpaid. Visiativ may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to terminate the Contract, all costs of returning the Hardware remaining at the Customer's expense. Under the terms of this clause, the Customer is prohibited from reselling, pledging or granting any security interest in the Materials owned by Visiativ in its possession. This clause does not preclude the transfer of product risks to the Customer in accordance with the terms of the Contract.

4.2 Equipment acceptance

Without prejudice to the conditions imposed by the carrier or the manufacturer of the Equipment, the Customer undertakes to check for any apparent defects (missing Equipment or damage) upon receipt of the Equipment and to make any necessary reservations with the carrier on the Equipment delivery note. In the absence of confirmation of these reservations to the carrier by registered letter with acknowledgement of receipt within three (3) days of delivery, in accordance with the requirements of article L.133-3 of the French Commercial Code, a copy of which is sent to Visiativ, the Materials will be deemed to have been accepted by the Customer as conforming in quantity and quality to the Order and free from any apparent defect.

Without prejudice to the Customer's obligations to notify the carrier of the Materials, any claim relating to the non-conformity of the Materials delivered in relation to the Order must be notified to Visiativ by registered letter with acknowledgement of receipt no later than eight (8) days following delivery of the Materials, failing which any action relating thereto will lapse.

The Customer shall bear all costs and risks associated with the return of said Equipment. In any event, no returns will be accepted after a period of eight (8) working days following the date of delivery of the Equipment concerned. After examination by Visiativ of the returned Materials and in the event of duly noted non-conformity, Visiativ's sole obligation, and to the exclusion of any damages, shall be, at its sole discretion, to replace the non-conforming Materials with equivalent conforming Materials or to cancel the Order concerned and reimburse the Customer.

It is the Customer's responsibility to provide any justification as to the reality of the defects or anomalies observed, and the Customer undertakes to allow Visiativ every facility to proceed with the observation of these defects and to remedy them. Any intervention by the Customer or a third party on the Hardware prior to Visiativ's intervention will preclude Visiativ from being held responsible for any defects or anomalies found.

4.3 Equipment installation

The Customer is responsible for the installation, start-up and configuration of the Hardware and/or its connection to the Customer's Environment, as well as for any preparatory or compliance operations at the location where the Hardware is to be installed. In particular, the Customer remains solely responsible for installing the Hardware in accordance with the safety instructions and installation and user manuals provided by Visiativ and/or the Manufacturer, with a view to using the Hardware in accordance with its intended purpose and current regulations.

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Where applicable, and subject to additional pricing, Visiativ provides the Hardware installation services provided for in the Contract, consisting of connecting the Hardware to the Customer's Environment, at the Customer's premises in mainland France. The Customer is solely responsible for verifying the suitability of the Hardware and its technical characteristics for the Customer's Environment.

5. FINANCIAL CONDITIONS

5.1 Price

The price of the Equipment is detailed in the Contract, to the exclusion of all information, details and characteristics appearing in catalogs, prospectuses, price lists, technical data sheets or other documents published by Visiativ, which are given for information purposes only.

Unless otherwise agreed, prices are quoted in euros and are exclusive of VAT, excluding transport, on the basis of the rates communicated to the Customer. Deliveries of Materials are made in accordance with the Incoterm (ICC 2020) EX WORKS shipping site, unless otherwise agreed between the Parties in the Contract. Any taxes, duties or other charges payable in application of French regulations or those of an importing or transit country are to be borne by the Customer. The price of the Hardware and, where applicable, of its installation by Visiativ does not in any event include the costs (including accommodation, catering, travel and room hire) arising from any intervention by Visiativ outside its premises or on the Customer's site, these costs being invoiced directly to the Customer at the end of the intervention at actual cost.

Visiativ reserves the right to modify its prices at any time, and in particular to take into account price changes made by partner manufacturers and/or distributors, provided that the Customer is informed prior to placing an Order. The new prices will apply to Orders received after they have been sent.

5.2 Payment and billing terms

Unless otherwise specified in the Contract, Visiativ will invoice for the Hardware as of the date of shipment of the Hardware in accordance with the terms of the Contract.

Unless otherwise stipulated in the Contract, Visiativ invoices are payable in full, net and without discount, by bank transfer or direct debit within 30 (thirty) days of the invoice issue date. The Customer may not, for any reason whatsoever, defer or modify the terms of payment or request a reduction in the price of the Equipment, payment of any disputed invoice remaining due.

Visiativ reserves the right to transmit or make available invoices to the customer in electronic format.

Under no circumstances may payments be suspended or offset in any way without Visiativ's prior written consent. Any partial payment will be applied first to the non-preferential part of the debt, then to the sums that are due the earliest.

In accordance with article 441-10 of the French Commercial Code, any sum not paid by the due date will in any event give rise to the application of late payment interest at the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, and will give rise to the payment of a lump sum of forty (40) euros as compensation for collection costs. Late payment penalties are payable on demand from the first day of delay, and run until full payment of all sums due. The Customer will also remain liable to Visiativ for all costs incurred for the contentious recovery of sums due, including legal fees.

In the event of non-compliance with its payment obligations by the Customer, and without prejudice to its rights and remedies, Visiativ reserves the right :

- suspend or stop the supply of Equipment within eight (8) days of a formal notice sent by any written or electronic means and remained unsuccessful;
- to refuse any new Order from the Customer;
- terminate the Contract, under the conditions described in the "Termination" article.

Any default in payment will automatically result in the immediate payment of all sums due to Visiativ under the terms of the Contract, without prior formal notice. Any termination of the Contract by Visiativ will also apply to all other unpaid Orders, whether or not payment is due.

6. PERSONAL DATA PROTECTION

Each Party undertakes to comply with all of its respective obligations under regulations on the protection of personal data, and in particular the obligations set out in (i) European Regulation No. 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data ("RGPD") and (ii) Act No. 78-17 of January 6, 1978 on data processing, files and freedoms, as amended.

The Customer is hereby informed that in the course of performing the Contract, Visiativ may collect and process personal data concerning the Customer and/or its employees under the conditions described in the Visiativ Personal Data Protection Policy, which is available in the appendix or on the Visiativ website.

7. CONFIDENTIAL INFORMATION

The Parties agree to treat as confidential, and not to reproduce or disclose, other than for the sole purpose of supplying the Equipment pursuant to this Agreement, any information, data and documents of any kind that they may entrust to each other for the supply of the Equipment.

The Customer authorizes Visiativ to disclose confidential information necessary for the performance of the Contract to its Affiliated Entities, Subcontractors, service providers or partners, for which Visiativ acts as guarantor.

8. INTELLECTUAL PROPERTY

All rights not expressly assigned or granted by the Contract remain the full and complete property of Visiativ and/or the Manufacturer. In particular, all intellectual property rights relating to the Equipment, as well as all elements of which it is composed (documentation, logos, graphic texts, images, etc.) remain the full and complete property of Visiativ or the Manufacturer.

Where Hardware includes embedded third-party software, the Customer undertakes to comply with the specific conditions of use communicated by the Manufacturer and/or publisher of said software.

In general, the intellectual property rights assigned or granted to the Customer do not extend to the means or tools used by Visiativ or the Manufacturer, whether or not they are subject to specific protection (copyright, patent, trademark, etc.), nor to inventions, methods, know-how, business secrets used, created or developed in the performance of the Contract.

Similarly, the trade names and trademarks of Visiativ and its Affiliated Entities, as well as all trademarks, illustrations, images and logos reproduced on the Materials, whether registered or not, are and shall remain the property of their respective owners. Any total or partial reproduction, modification or use of these elements, for whatever reason and on whatever medium, without the express prior consent of their respective owners, is strictly prohibited and constitutes an act of counterfeiting and/or unfair competition.

Unless otherwise agreed in the Contract, the Customer authorizes Visiativ to use its logo and its commercial name, as well as to provide a description of the Materials that are the subject of the Contract, on all communication and publication media relating to its activities, in compliance with the rules and practices of the profession and without this authorization being subject to compensation or a reduction in the price of the Materials.

9. VISIATIV'S LIABILITY

Visiativ undertakes to take the utmost care, in accordance with the rules of its trade, to fulfill its obligations under the Contract.

Visiativ may only be held liable for the financial consequences of direct and foreseeable damage caused exclusively by a breach by Visiativ of its contractual obligations under this Agreement.

In no event will Visiativ be liable for any indirect damages including, but not limited to, damages suffered by a third party, operating losses, loss of customers, loss of profits or savings, loss of market, damage to image, business interruption or any other commercial damage or financial loss resulting from the use or inability to use the Materials. Any damage suffered by a third party is indirect damage and does not give rise to compensation.

IN ANY EVENT, THE GLOBAL AND CUMULATIVE COMPENSATION, ALL CAUSES COMBINED, WHICH COULD BE CLAIMED FROM VISIATIV WILL BE LIMITED, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, TO THE DIRECT AND FORESEEABLE PREJUDICE SUFFERED BY THE CUSTOMER WITHOUT BEING ABLE TO EXCEED THE

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AMOUNT PAID BY THE CUSTOMER DURING THE LAST TWELVE (12) MONTHS UNDER THE CONTRACT AT THE ORIGIN OF THE QUESTIONING OF VISIATIV'S LIABILITY.

The Parties acknowledge that the Contract price reflects the allocation of risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been entered into on these terms without the limitations of liability defined herein.

The present clause shall remain applicable in the event of nullity, resolution or termination of the present Contract.

Subject to the application of provisions of public order, the Customer may not bring any legal action on the basis of contractual liability or any warranty whatsoever under the Contract after the expiry of a period of two (2) years from the occurrence of the event giving rise to such action.

10. FORCE MAJEURE

Neither Party may be held liable if non-performance or delay in performance of any of its obligations is due to force majeure. Should the force majeure continue for more than sixty (60) days, the Contract may be terminated at the initiative of either Party, without entitlement to compensation on either side.

Force majeure includes strikes of any kind, Visiativ supply problems or delays, fire, embargoes, bad weather, flooding, epidemics, pandemics, Internet connection problems, war, riots, social unrest, work stoppages, production stoppages due to fortuitous breakdowns, malicious attacks even though Visiativ has taken all measures to avoid them, denial of service attacks.

11. TERMINATION

Either Party may terminate the Contract by operation of law in the event of the Customer's breach of any of its contractual obligations which has not been remedied within thirty (30) days from the date of dispatch of a registered letter with acknowledgement of receipt notifying said breach and stating its intention to avail itself of the benefit of this resolutive clause. Visiativ may immediately suspend the supply of Hardware if the Customer fails to comply with the Visiativ Code of Business Conduct.

The Customer expressly acknowledges and accepts that the termination of this Agreement for any reason whatsoever does not automatically entail the termination of any financing agreement entered into with a financial institution to finance all or part of the Equipment. Consequently, notwithstanding the early termination of the Contract, the Customer remains bound to respect its commitments to pay the "rents" due to the financier, even though the Services are no longer provided. In the event of early termination of the financing contract, the Customer will be liable in the same way for all rental payments due up to the agreed contractual term. The Customer hereby waives all liability or guarantee claims against Visiativ in respect of the performance of the financing contract.

The Parties undertake to respect the confidentiality obligations set out in this Agreement for a period of two (2) years following termination of the Agreement. Termination of the Contract shall not release the Parties from their obligations which, by virtue of their duration or nature, survive termination of the Contract, and in particular the provisions of the Contract relating to intellectual property.

12. GUARANTEES

12.1 Warranty of eviction

Visiativ declares that the Materials supplied in execution of this Contract do not infringe the rights of third parties and guarantees the Customer against any infringement action that may be brought against it in connection with the use of the Materials.

The benefit of the eviction warranty is subject to the following conditions:

Visiativ be informed without delay of any claim, complaint or infringement action relating to the Equipment and directed against the Customer;
and the Customer provides assistance and puts Visiativ in a position to assume sole responsibility for defending its interests in court and controlling any negotiations with a view to a transaction with the third party in question or its agents.

In the event that such an infringement action prevents the use of the Materials, Visiativ may, at its own expense and at its own option :

- Obtain the right for the Customer to continue using the Materials, or,
 - Modify or replace the Materials in such a way as to avoid counterfeiting.
- In the event of a final and non-appealable court decision, Visiativ undertakes to compensate the Customer for the amount of (i) the damages awarded in principal and interest, subject to the Customer's actual payment to a third of the sum to which the Customer has been ordered to pay, (ii) reasonable attorney's and bailiffs' fees based on receipts of paid invoices.
- The aforementioned warranty of eviction does not apply when :
- The infringing elements or components have not been supplied by Visiativ,
 - The infringing nature of the Materials results from their use and/or combination with the Customer's and/or third parties' software, hardware or equipment.
 - The Customer has entered into a transaction with the third party or has conducted the defense of a legal action without Visiativ's prior consent,
 - The customer continues the allegedly infringing activity despite the signing of a settlement agreement, or the service of a final and non-appealable court decision,
 - The Customer has not carried out the modifications to the Hardware recommended by Visiativ and/or the Manufacturer that would make it possible to rule out counterfeiting.

12.2 Equipment warranty

Unless otherwise stipulated in the Contract, the Hardware is supplied without any warranty, with the exception of legal warranties governed by public policy. The Customer further acknowledges that the Hardware for which Visiativ is not the manufacturer is covered solely by the warranties provided by the Manufacturer and/or its distributor, including any conventional warranties. The Customer is solely responsible for contacting the Manufacturer and/or its distributor in order to benefit from said warranties.

In particular, Visiativ excludes any warranty as to the performance or results obtained by the Customer or Users in connection with the use of the Materials. By placing an Order for Materials, the Customer expressly acknowledges having received from Visiativ all the information necessary to enable him to assess the suitability of the Materials for his needs, and certifies that he has all the skills and authorizations necessary to use the Materials. Visiativ shall not be held liable for any defects or non-conformities in the Products, or for any damage resulting in particular from :

- Use of the equipment that does not comply with the specifications and instructions provided by Visiativ and/or the Manufacturer;
- Use of the Hardware in an environment or configuration that does not comply with the technical requirements communicated by Visiativ and/or the Manufacturer, or in conjunction with programs or hardware not expressly endorsed by Visiativ and/or the Manufacturer:

13. COMPLIANCE - CONFORMITE REGLEMENTAIRE

13.1 Compliance

The Parties undertake to comply with all applicable laws and regulations, as well as with all the provisions and commitments set out in the Visiativ code of conduct, and in particular the rules and commitments relating to :

- compliance with labour legislation;
- personal data protection ;
- preventing and combating corruption and influence peddling ;
- and export control.

In this respect, the Customer undertakes not to commit, authorize or permit, directly or indirectly in the negotiation, conclusion or performance of this Contract, any act that would lead to a breach of any anti-corruption regulation or contravene the provisions of the Visiativ Code of Business Conduct.

The Customer undertakes not to offer, give or agree to give, nor to accept the granting of, to employees of the other Party or to its agents or to any person acting on behalf of the latter, nor to receive, nor to agree to receive from employees of the other Party, or its agents or any person acting on behalf of the latter, any gift or advantage, whether pecuniary or otherwise, constituting corruption, during the negotiation, conclusion or performance of the Contract.

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The Customer undertakes to notify Visiativ as soon as possible of any act or attempt of bribery or influence peddling in connection with the negotiation, conclusion or performance of the Contract or if it has sufficient evidence to suspect such an act.

13.2 Export control

The Customer undertakes to comply with all controls and restrictions on the export of the Hardware referred to in the Contract, and in particular the specific conditions of use of the associated services or software and/or rules imposed by the suppliers of said Hardware. In any event, Visiativ may not be held liable in the event that export controls and restrictions imposed by law and/or regulation prohibit or restrict the supply of Hardware to the Customer.

Should the Customer fail to comply with the provisions of this clause, Visiativ reserves the right to terminate the Contract automatically and without delay.

14. NO SOLICITATION OF VISIATIV PERSONNEL

The Customer is prohibited from soliciting, poaching, offering employment to, hiring or having employed, directly or indirectly, any Visiativ employee or agent without the latter's prior written consent.

This prohibition applies for the duration of the Contract and for twelve (12) months following termination of the Contract for any reason whatsoever.

Any violation of these prohibitions will automatically entail payment by the Customer of compensation equal to twelve (12) times the last gross monthly salary of the employee hired under these conditions.

15. OUTSOURCING

Visiativ reserves the right to use any subcontractor of its choice, including any Affiliated Entity, in compliance with the provisions of the "Personal Data Protection Agreement", Visiativ remaining responsible for the performance of the Contract.

16. TRANSFER

The Contract, as well as the rights and obligations contained therein, may be assigned or transferred by the Customer, in whole or in part, for valuable consideration or free of charge, subject to Visiativ's prior written consent. Visiativ may freely assign or transfer this Contract and all its rights and obligations without formalities, in particular to its Affiliated Entities.

17. PROOF AGREEMENT

In addition to the legal provisions recognizing the probative value of digital writing, the Parties acknowledge the validity and probative value of e-mails, SMS messages, notifications made by the Parties and digitized documents exchanged between them in the context of the Contract, including all computer and electronic elements established and/or stored by Visiativ using any tool.

18. GENERAL PROVISIONS

Non-waiver. The fact that one of the Parties does not avail itself at a given time of any provision of the Contract may not be interpreted as a waiver of the right to avail itself subsequently of any of the said conditions.

Interpretation. In the event of any doubt as to the interpretation of a clause or in the absence of any mention enabling the extent of Visiativ's obligations to be determined, the Customer acknowledges that Visiativ's obligations are to be understood as obligations of means.

Partial nullity. The possible annulment of one of the clauses or one of the paragraphs appearing in the present General Terms and Conditions of Sale or in the other contractual documents, in particular by a court decision, shall not affect the other provisions which shall continue to have their full and complete effect.

Language. In the event of translation of these General Terms and Conditions of Sale and the Contract, only the French version shall prevail between the Parties, which the Customer expressly acknowledges and accepts, regardless of nationality.

Entire Agreement. The Contract expresses the entire agreement of the Parties, and takes precedence over all previous verbal and/or written undertakings relating to the same subject matter.

Independence. The Parties acknowledge that they are acting as independent co-contractors. This Agreement shall not create a company or association of any kind between them.

19. CHOICE OF JURISDICTION CLAUSE

THE CONTRACT IS GOVERNED BY FRENCH LAW.

THE COMMERCIAL COURT OF LYON SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES ARISING IN ANY WAY WHATSOEVER FROM THESE GENERAL TERMS AND CONDITIONS AND THE CONTRACTS TO WHICH THEY APPLY. THIS JURISDICTION CLAUSE, BY EXPRESS AGREEMENT BETWEEN THE PARTIES, SHALL APPLY EVEN IN THE EVENT OF MULTIPLE DEFENDANTS, THIRD-PARTY CLAIMS AND FOR PROTECTIVE PROCEEDINGS, BY INTERLOCUTORY APPEAL OR BY PETITION.

20. DEFINITIONS

The terms and expressions defined below have the following meanings for the purposes of the Contract:

Customer: designates any legal entity acting for the needs of its professional activity which issues an Order with a view to benefiting from the supply of Equipment.

Order: refers to the order issued by the Customer in order to benefit from the supply of Hardware under the conditions of article 3 referring to the Visiativ Offer.

Special Conditions: refers to the special conditions detailing the terms and conditions for the supply of Hardware by Visiativ which, once accepted, constitute an Order within the meaning of Article 3. This document may be separate from or integrated into the Offer. In the absence of Special Conditions, the Offer which has been the subject of an Order is deemed to constitute Special Conditions.

Contract: means either the General Terms and Conditions of Sale and the Special Terms and Conditions of Sale, or the Online Order, all of which have been accepted in accordance with article 3 and which include all their Appendices and the documents to which they refer.

Affiliated Entity: means any company which is controlled by, which controls or which is under common control with a Party within the meaning of article L.233-3 of the French Commercial Code.

Manufacturer: refers to any third-party manufacturer of Hardware marketed by Visiativ.

Customer environment: refers to the customer's physical, logical and IT environment on which the Hardware is installed or to which the Hardware is connected.

Hardware: refers to hardware, in particular computer hardware, from Visiativ's catalog or that of a third-party manufacturer offered for sale by Visiativ.

Visiativ: refers to the member of the Visiativ group mentioned in the Offer or in the online Order confirmation sent to the Customer and which supplies the Hardware under the Contract.