C-MEA

GENERAL TERMS AND CONDITIONS

Revision of November 12th, 2026

1. GENERAL PROVISIONS

C-MEA (Céramique – Matériaux et Analyses) carries out studies, research, expert assessments, testing, inspections and technological assistance, as well as any services intended to provide information to consumers or improve product quality in all industrial sectors, including the production, import and placing on the market of capital goods and consumer goods.

All such activities, hereinafter referred to as the "Services", shall be performed under the terms and conditions set out below, which shall prevail over the purchasing terms and conditions of clients and may only be amended by specific terms expressly accepted by C-MEA.

For the purposes of these General Terms and Conditions, the "Client" means any natural or legal person ordering a Service.

2. CONFIDENTIALITY AND IMPARTIALITY

C-MEA shall not disclose to any third party, without the Client's prior consent, any information relating to the Services requested, unless required by law or regulation. However, as part of the monitoring of its accreditation, the Laboratory may be required to provide its records to representatives of its accreditation body (COFRAC) for traceability purposes.
C-MEA's personnel are contractually bound by professional confidentiality obligations. Any information provided by the Client or generated on its behalf shall be treated as confidential.

C-MEA ensures that its Services are performed impartially and implements the necessary measures to prevent any situation that could compromise the objectivity of its activities.

Appropriate measures are taken to ensure the security of electronic data and to control the distribution and storage of information media.
The Client undertakes to treat as confidential any technical, commercial, financial or other information concerning C-MEA of which it may become aware in connection with the performance of the Services.

At the request of either the Client or C-MEA, the confidentiality requirements applicable to the Services may be reinforced by entering into a separate confidentiality agreement.

3. ACCREDITATION

The Laboratory is accredited by Cofrac Testing, accreditation No. 1-0062 (scope available at www.cofrac.fr), in accordance with NF EN ISO/IEC 17025. Its accreditation covers the fields of "Food / Food contact materials, Construction and civil engineering / Building equipment – Sanitary equipment, Construction and civil engineering / Floors and wall/floor coverings – Ceramic tiles and slabs". Maintenance of this recognition attests to C-MEA's competence to perform accredited tests. Tests falling within the scope of accreditation are systematically performed under accreditation whenever the test conditions permit. This information is provided to the Client in quotations and order acknowledgements by the wording "Cofrac-accredited tests" and in test reports by the presence of the Laboratory's accreditation mark. Where compliance with standardized test conditions is not possible, the Client is informed during Contract Review or as soon as this is identified by the Laboratory, in order to ensure traceability of the Client's agreement.

Within the scope of its accreditation, the Laboratory does not take measurement uncertainty into account when determining the conformity of an item or assigning a product classification. Measurement uncertainties are stated in test reports when they affect conformity with the limits of the test specification. Measurement uncertainties are available on request from the relevant technical contacts.

Unless otherwise agreed, no statement of conformity shall be issued where such a statement is not included in the Services ordered.

4. ORDERS

All orders must be submitted to C-MEA in writing (by letter or e-mail). An order shall become binding only once accepted by C-MEA. Acceptance is notified to the Client by means of an Order Acknowledgement, which definitively establishes the contract between C-MEA and the Client. The order submitted must include at least the following information: the Client's legal name, an order number, the date, a description of the Services, identification of the samples where applicable, the identity and capacity of the signatory, the recipient of the results, where applicable the quotation reference, any specific terms agreed between the parties, and the Client's signature. The Client is responsible for providing the above information, which will be reproduced in the reports issued to it. Performance of the Services implies the Client's acceptance of these General Terms and Conditions and of any specific terms set out in the quotation.

At the Client's express request, the Services may be commenced without delay under an urgent procedure; however, the request must be confirmed within 48 hours by an order submitted in the form specified above.

Where the Client and the recipient are different persons, the Client shall remain ultimately responsible for payment of the invoice unless, prior to performance of the order, it provides a written undertaking from the recipient accepting responsibility for payment of the invoice.

In the event of cancellation of an order, a fixed fee may be charged on a pro rata basis according to the time already spent performing the Services. **Any costs incurred in connection with the performance of the Services (purchases, bookings, travel expenses, etc.) shall also be invoiced.**

For training courses, where cancellation occurs less than 8 days before the start of the course, C-MEA shall retain 50% of the registration fee.
C-MEA reserves the right to cancel any training course for which fewer than 4 participants have registered.

5. SUBCONTRACTING

Unless expressly agreed otherwise, C-MEA may, under its responsibility, use third parties to perform the Client's order. The Client is informed accordingly by the wording "Subcontracted test" on the quotation and Order Acknowledgement.
Where the Client's specific requirements dictate the choice of subcontractor, C-MEA shall not be liable for any failure directly or indirectly related to the Services performed by that subcontractor.

6. SAMPLES

The Client shall provide C-MEA, free of charge, with the samples, products and equipment required for performance of the Services, together with the relevant safety data sheets. The Client shall also provide the Laboratory with an unambiguous identification of its samples. Shipping costs shall always be borne by the Client, including where the Client requests the return of samples after testing.

With regard to representativeness, the validity of the results can only be related to the quantities of samples (volume or individual items) received by C-MEA.
Where C-MEA is required to purchase such items, the corresponding costs shall be charged to the Client. Under no circumstances shall C-MEA be held liable for deterioration of samples, products or equipment resulting from transportation or where such deterioration is a consequence of the Services performed.

The minimum sample retention period is 3 months (and 2 years for Expert Assessment activities). Any extension of this retention period must be agreed in writing between C-MEA and the Client. Unless the Client provides instructions to the contrary before expiry of this period, C-MEA may destroy the samples without prior notice. Samples will be returned upon request, with shipping costs borne by the Client.

Samples are received Monday to Friday from 8:30 a.m. to 12:00 noon and from 1:30 p.m. to 4:00 p.m., excluding closure periods and public holidays. Receipt of oversized samples shall be subject to specific arrangements.

7. RISK PREVENTION

Where equipment or samples supplied by the Client present potential risks of any kind to property or persons, the Client must inform C-MEA when requesting the Services and provide the samples with a safety data sheet and/or instructions for use. Such information shall not release the Client from liability in the event of an incident occurring despite the precautions taken by C-MEA or its partners in view of the risks declared.
or on-site interventions, the Client undertakes to inform C-MEA, prior to the intervention and before the quotation is prepared, of any potential risks associated with activities at the investigation site to which the personnel involved and the equipment used may be exposed (poisoning, biological hazards, radioactivity, asbestos, explosion, etc.).
In the event of failure to comply with this obligation, the Client shall bear the consequences of any resulting bodily injury, property damage or intangible loss..

8. ON-SITE WORK

For work carried out on site or on a structure, C-MEA accepts no liability for damage to utility networks or services that were not identified to it in writing.

Any formalities or official authorizations required to access the site must be notified by the Client before the order is placed; failing this, prices and lead times may be adjusted.

The Client shall provide the means of access required to perform the assignment, in compliance with applicable employment and occupational safety law (scaffolding, mobile elevating work platforms, etc.). Any failure to do so may result in postponement of the assignment and adjustments to the price and lead time for the Services.
The Client shall bear any financial consequences arising from unforeseen circumstances (weather, safety or otherwise) that prevent the intervention from taking place on the scheduled date or make it more costly for C-MEA (staff mobilization, travel, hire of specific equipment, etc.).

Where damage results from the Services to the structure examined or to the intervention site, the corresponding reinstatement, compensation or repair costs shall be borne by the Client. Under no circumstances shall C-MEA be held liable for any aesthetic, functional or structural consequences arising from sampling and the associated making-good operations carried out on a structure (including, in particular, structural weakness, cracking, loss of insulation, loss of watertightness or aesthetic damage, etc.), which the Client expressly accepts.

9. CONDITIONS FOR PERFORMANCE OF THE SERVICES AND LEAD TIMES

C-MEA may:

- Refuse to perform a Service where its purpose appears to be contrary to C-MEA's professional and ethical rules (confidentiality, quality, safety, environment);
- Exceptionally, and at the Client's express request, authorize a test to be performed in the presence of persons who are not C-MEA personnel. Persons designated by the Client must not interfere with performance of the test and must comply with applicable safety and confidentiality rules.

The Client is responsible for providing the Laboratory with all information and materials required to perform the Services.
However, information supplied by the Client that may affect the validity of the results provided (sampling data, identification, manufacturer data or other information identified as "Client-provided data") shall not give rise to liability on the part of the Laboratory. Any requested amendment relating to "Client-provided data" may be subject to an additional charge.

The stated lead times shall run from the date on which the order is accepted and from receipt of the samples required to perform the Services. The final lead time and final sample identification are communicated to the Client in the Order Acknowledgement. As this document establishes the contract between the parties, it must be reviewed by the Client. Any unreported change to the purpose or scope of the Services may be subject to an additional charge. No late-performance penalty may be imposed on C-MEA unless expressly agreed otherwise.

Where events likely to affect performance of the Services or the validity of the results are identified, C-MEA shall inform the Client as soon as reasonably practicable.

10. COMMUNICATION, USE AND RETENTION OF SERVICE RESULTS

The results of C-MEA's Services are recorded in test reports or other reports generated electronically and sent to the Client by e-mail in PDF format, unless the Client expressly requests otherwise. The original version of the report retained by the Laboratory shall prevail. Test reports, other service reports and associated records are retained for 10 years. Where required by the circumstances or by the Client, an evidentiary agreement specifying the report formats, recipients and issuers may be established. The provisions governing preservation of data confidentiality apply to electronic transmission of results within the Laboratory. However, C-MEA accepts no liability where such confidentiality cannot be ensured outside its organization, including in the event of unauthorized access to information systems.

This document is transmitted to the Client (or to any other person expressly designated in the order), to the exclusion of any other third party, unless the Client has given prior written consent. No results may be provided, even orally, in the absence of a duly placed order. No modification or alteration may be made to this document after it has been issued without C-MEA's written consent; the copy retained by C-MEA shall prevail. Any document produced by C-MEA may only be reproduced in full and in a form consistent with the original. Use of C-MEA's accreditation mark or any reference to its accreditation is prohibited without C-MEA's consent. Any other reference to C-MEA's Services requires C-MEA's prior approval. Any misuse of results communicated by C-MEA or any improper reference to its work may result in legal proceedings in accordance with applicable laws and regulations.

11. PHOTOGRAPHY AND USE OF PHOTOGRAPHS

As part of its Expert Assessment Services, the Laboratory may take photographs of structures, equipment, materials, defects or damage observed at the intervention site. Such photographs may be used for the performance, illustration and traceability of the Services and for the preparation and management of the corresponding case file.
Subject to compliance with confidentiality requirements and anonymization of the relevant elements, certain photographs may also be used by the Laboratory to illustrate its expertise, present its activities or for communication purposes, including on its corporate, commercial or digital media.
In this context, the Laboratory undertakes not to disclose any information that would enable the Client, the owner or the occupier of the premises to be identified directly or indirectly, nor to disclose the address or precise location of the site, the nature of the contractual relationship with the Client, or any other confidential information obtained in connection with the Services.
Photographs intended for communication purposes must not contain any identifiable person, personal data, document, vehicle registration plate, name or other information enabling a

natural person to be identified. Where necessary, photographs shall be cropped or obscured before use.
Where the nature of the premises, structure or photographed elements would in itself enable the Client, owner, occupier or site concerned to be identified, the photographs shall not be used for communication purposes without specific prior authorization.
The Client may also, when placing the order or before the intervention, notify C-MEA that the site is confidential and request that any photographs taken be used exclusively for performance of the Services and for the corresponding case file.

12. COMPLAINTS

The complaints handling process is available on request at **qualite@cmea.fr**. All complaints received by the Laboratory are acknowledged and processed. An acknowledgement of receipt is sent to the complainant to confirm that the complaint has been taken into account by the Laboratory. An acknowledgement is sent to the Client within 2 working days, either indicating the expected processing time or providing a response.
Within the scope of its accreditation, the Laboratory is unable to amend sample identifications where such amendments could affect its liability.

13. RETENTION OF TITLE

The contractual obligations shall be deemed fulfilled once the results have been communicated to the Client (in the case of the sale of equipment, once the equipment has been delivered; in the case of training, once the training has been provided, etc.) and the Client has paid the full price of the Services. Where equipment is supplied, it shall remain the exclusive property of **C-MEA**, regardless of who holds it, until the invoice has been paid in full by the Client, in accordance with the French Law of 12 May 1980.

14. INDUSTRIAL PROPERTY

Where Services performed by **C-MEA** result in inventions, ownership arrangements and the granting of the corresponding licences shall be governed by a specific agreement negotiated for that purpose.

Any specification, technical information, operating procedure, note, program or process owned by **C-MEA** and arising from its Services shall at all times be treated by any third party to whom it is disclosed in connection with a quotation or consultation as strictly confidential and subject to confidentiality obligations.

15. LIABILITY

C-MEA acts as a provider of intellectual services subject to an obligation to exercise reasonable care and skill.
C-MEA shall not be liable:

- For damage resulting from errors, omissions or inaccuracies in documents supplied by the Client or by third parties at the Client's request;
- Beyond the scope of the assignment entrusted to it: results relating to individual tests, studies or inspections may not be extrapolated to a structure, production batch, industrial application or complex equipment without a detailed examination of the matter (sample representativeness, component homogeneity, operating conditions of the structure or equipment, etc.), which must be the subject of a specific request from the Client.

C-MEA shall not be liable for any failure resulting from an event of force majeure. Performance of the Services shall be suspended or delayed until the force majeure event ceases.

In any event, **C-MEA** shall not be liable for any damage suffered by the Client or by any third party to whom the Client has transmitted results arising from the Services as a result of the application or use of those results, unless gross negligence on the part of **C-MEA** is established.

16. FINANCIAL TERMS

Any Service performed in accordance with the order shall be payable in full, irrespective of the results obtained or their use by the Client.

All prices are stated in euros exclusive of tax and shall be increased by any applicable taxes, which shall be borne by the Client. VAT is payable upon receipt of payment.
Unless otherwise expressly specified and justified in the order, the Services shall be invoiced to the Client.
Any change to the purpose or scope of the Services or to the conditions under which they are performed shall be subject to an additional charge. Any costs borne by **C-MEA** in connection with the performance of the Services (delivery, customs duties, etc.) shall be re-invoiced to the Client.
Travel and assignment expenses and the costs of energy supply and consumption stated in quotations are indicative only and may be revised.

C-MEA may make the performance of a Service or the delivery of a document conditional upon payment of the full price or of a deposit in an amount determined by C-MEA. Any first order shall be subject to a pro forma invoice payable before the results are released or the Service is performed, except for Expert Assessment activities.

The Services are payable by bank transfer or cheque within 30 days from the end of the month.
In accordance with Article L. 441-10 of the French Commercial Code, the payment period agreed between the parties may not exceed 60 days from the date of issue of the invoice or, by way of exception, 45 days from the end of the month in which the invoice is issued, subject to the conditions laid down by the applicable regulations.
No discount shall be granted for early payment.

LATE PAYMENT PENALTIES

Any late payment shall automatically, and without the need for any reminder, give rise to late payment penalties calculated on the outstanding amounts, at the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

In addition, any business customer in default of payment shall automatically be liable for a fixed recovery fee of EUR 40. Where the recovery costs incurred exceed the amount of this fixed fee, C-MEA may claim additional compensation upon provision of supporting evidence.

ACCELERATION CLAUSE

Any late payment shall entitle C-MEA to demand immediate payment of all amounts owed by the Client.

TERMINATION CLAUSE

If the Client fails to make payment when due, **C-MEA** may, at its discretion, terminate the contract automatically 10 days after sending a formal notice stating **C-MEA**'s intention to rely on this clause, where such notice remains without effect.

PENALTY CLAUSE

In the event of continued non-payment following a formal notice that remains without effect, **C-MEA** may, by way of a contractual penalty, charge an amount equal to 15% of the outstanding sums, without prejudice to the late payment penalties and the fixed recovery fee provided for in these General Terms and Conditions, subject to applicable legal provisions.

The Client shall not exercise any right of retention or withholding in respect of amounts payable on the agreed due dates.

17. WARRANTY

Equipment, machinery or products supplied by **C-MEA** are covered by a warranty from the date of delivery in accordance with applicable statutory provisions.

18. JURISDICTION

In the event of any dispute, regardless of its nature, the matter shall be brought before the courts of **Evry**.