

**General terms and conditions**  
**for the sale of services,**  
**WINDIFE SAS**  
**(v.1.0, May 21, 2021)**

## **1. About us**

WINKLER DIGITAL FORENSIC EXPERTISE, hereinafter referred to as "**WINDIFE**", a simplified joint stock company (SAS) with share capital of 2,000 euros, headquartered at VALBONNE (06560) 2405 Route des Dolines, CS 10065, registered with the GRASSE trade and companies register under number 887 687 796 and represented by Mr Patrick WINKLER. WINDIFE offers the following services: consulting and expertise in computer forensics and digital investigation. Acquisition and forensic copying, search for digital evidence, examination and analysis of computers, hard disks, peripherals and digital media as part of all types of administrative and/or judicial investigations. Assistance in organizing and setting up training courses in the field of digital forensics. As well as all support and operational assistance activities, technical or specialized IT assistance related or complementary to the above-mentioned fields.

## **2. Definitions**

Whenever used in the body of these general terms and conditions, the expressions below shall have the following meaning

**"Terms and Conditions"** means the present document;

**WINDIFE** refers to the company "Winkler Digital Forensic Expertise SAS", more fully described in article 1 hereof;

**"Customer"** means any person (natural or legal) who subscribes to the Quotation (or the Offer) and/or who places an order by direct contact or by Internet or by paper;

**"Professional"** refers to the buyer, whether a legal entity or an individual, who is acting in the context of his or her professional activity;

**"Consumer"** means the purchaser who is a natural person acting outside the scope of his or her professional activity;

**"Services"** refers to all the services offered by WINDIFE, of which the non-exhaustive list appearing in article 1 above and on the Company's website is given by way of example;

**"Quotation (or Offer)"** refers to the commercial proposal specifying the terms and conditions of the services provided by WINDIFE, with, where applicable, appendices describing the service (scope, exclusions, prerequisites, description, elements or products included or not), the price with any discount, where applicable, the time and place of performance and the period of validity of the Quotation (or Offer);

**"Order"** refers to any order placed by the Customer or Professional in order benefit from the Services of Société WINDIFE; it generally refers to the acceptance or subscription to a Quotation (or an Offer) presented by Société WINDIFE;

**"Special Conditions"** refers to the documents specifying the terms and conditions specific to certain categories of services and/or products; they supplement the provisions of the General Sales Conditions (GSC);

**"Party(ies)"** refers individually or together to Société WINDIFE and the Customer.

### **3. Preamble and scope application**

These General Terms and Conditions of Sale (hereinafter the "GTCS") constitute the sole basis of the commercial relationship between the parties.

They govern the conditions under which WINDIFE provides services to customers who request them directly, via the Internet or on paper.

They apply to all services provided by WINDIFE for all customers in the same category, regardless of any clauses that may appear in a customer document, in particular its general conditions of purchase.

They are systematically communicated to customers who request them to enable them to place an order, and they also appear on the Société WINDIFE website.

Any order implies acceptance of the GTCS and, where applicable, the Special Conditions relating to the service ordered.

The General Terms and Conditions of Sale apply regardless of any clauses that may appear in the Customer's documents, and in particular the Customer's general terms and conditions of purchase, over which the present General Terms and Conditions of Sale of WINDIFE take precedence.

The terms and conditions specific to each quotation (or offer) from WINDIFE are described in the corresponding quotation (or offer).

The contractual documents are, in order of precedence, the Quotation (or Offer), the Special Conditions and the General Conditions of Sale. In the event of contradiction between them, the contractual documents take precedence over each other in the order indicated above.

They cancel and replace any contractual document signed previously between the parties with the same object and in the course of execution.

The General and Special Conditions, as well the terms of the Quotation (or Offer) and the order, may only be waived in writing by WINDIFE.

Any document other than the General Terms and Conditions, the Special Terms and Conditions or the Quotation (or Offer), in particular any prospectus, advertising or web publication issued by WINDIFE, is for information purposes only and is non-contractual.

WINDIFE reserves the right to modify all or part of the provisions of its General Terms and Conditions of Sale or the Special Terms and Conditions for certain services. It is expressly agreed that any new version will be enforceable against the Customer one month after it is sent by e-mail, unless the Customer objects before the expiry of this period.

#### **4. Controls**

Orders are placed by the Customer through direct contact or via the Internet or on paper.

Sales of Services are made after a Quotation (or Offer) been drawn up for the Customer, the Quotation (or Offer) has been accepted by the Customer and the Order has been expressly accepted by WINDIFE.

#### **5. Services and prices**

The prices are those in force on the day the Order is placed, as established on the Quotation (or Offer) provided by WINDIFE to the Customer or according to the price list indicated on site by WINDIFE to the Customer.

Prices are quoted exclusive of VAT. If the cost of the Services cannot be determined, a priori, with certainty, a detailed Quotation (or Offer) will be given to the Customer with the price calculation method enabling him/her to verify it.

For each Order, an invoice is issued by WINDIFE to the Customer.

WINDIFE may grant the Customer price reductions, discounts and rebates based on the number of Services ordered or the regularity of the Orders, according to the conditions set by WINDIFE, without being under any obligation to do so.

#### **6. Payment terms and conditions**

The price is payable in advance, within a maximum payment period of 15 days from the invoice date.

Payment may be made by bank transfer to Société WINDIFE's business account, the references of which are provided below as well as on the Quotation (or Offer) and on the Order:

**IBAN:** FR76 1027 8089 5600 0210 2840 178

**BIC:** CMCIFR2A

**Bank:** CCM JUAN LES PINS

117 BD DU PRESIDENT WILSON, 06160 ANTIBES, +33 492381347

In the event of total or partial non-payment of services by the date agreed on the invoice, the purchaser (Customer) shall pay WINDIFE a late payment penalty equal to the rate applied by the European Central Bank for its refinancing operation plus 10 percentage points.

The financing transaction selected is the most recent on the date the services are ordered.

This penalty is calculated on the amount due, including all taxes, and runs from the due date of the price, without the need for prior notice.

In addition to late payment penalties, any sum, including the deposit, not paid by the due date will automatically give rise to the payment a fixed penalty of 40 euros due for collection costs.

No compensation may be made by the Customer between penalties for delay in the provision of services ordered and sums owed by the Customer to Société WINDIFE for the purchase of Services.

## **7. Performance of services**

The services ordered will be provided by : • WINDIFE

WINDIFE undertakes to adhere as closely as possible to the deadlines announced when the Order is placed. However, under no circumstances can WINDIFE be held responsible for delays in the provision of services caused by faults for which it is not responsible.

In addition, WINDIFE cannot be held responsible for delays in delivery during periods of high demand, such as Christmas and New Year.

WINDIFE cannot be held responsible for delays caused by force majeure, i.e. the occurrence of an unforeseeable, irresistible event beyond the control of WINDIFE.

When providing services in the field or in the laboratory, certain technical factors may cause delays, and the estimated time required may vary according to the task in hand. (For example the time required for forensic digital copying may depend on the volume of data, and the size and type of original hard disk containing

data and presence or absence of encryption. The time required for research or data analysis depends on the request and the elements provided for research).

## 8. Claim

For all orders placed, the customer has a right of complaint of 15 days from the date of delivery of the service.

To exercise this right of complaint, the Customer must send a declaration to WINDIFE, at [patrick.winkler@digitalforensicexpertise.com](mailto:patrick.winkler@digitalforensicexpertise.com) in which he expresses his reservations and complaints, accompanied by the relevant supporting documents.

A claim that does not comply with the conditions described above cannot be accepted.

The WINDIFE Company will study the request and will refund and rectify the service soon as possible and at its expense, within the limits of what is possible.

## 9. Consumer's right withdrawal

The Consumer has a right of withdrawal of 15 days from the placing of the Order, except for products mentioned in article L. 221-28 of the French Consumer Code.

To exercise this right of withdrawal, the Consumer should send a declaration to the following address: [patrick.winkler@digitalforensicexpertise.com](mailto:patrick.winkler@digitalforensicexpertise.com)

The customer will be reimbursed for all fees paid for the provision of services within 14 days of WINDIFE becoming aware of the customer's declaration of withdrawal. Reimbursement will be made by the same means of payment used for the purchase or order.

However, if the service has already begun on the date that WINDIFE becomes aware of the withdrawal, the value of the service already provided will be deducted from the refund. The latter will be made by the same means of payment as for the purchase or order.

## 10. Legal warranties

Services provided to Consumers are guaranteed in accordance with the legal provisions of the Consumer Code and the Civil Code as reproduced below:

### **Article L.217-4 of the French Consumer Code:**

*"The seller delivers goods in conformity with the contract and is liable for any lack of conformity at the time of delivery. He is also liable for defects in conformity resulting from the packaging, assembly instructions or installation when the latter was made his responsibility by the contract or was carried out under his responsibility."*

### **Article L.217-5 of the French Consumer Code:**

*"The property conforms to the contract:*

*1° Whether it is fit the use ordinarily expected of similar goods and, if so :*

- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model; if it has the qualities that a buyer may legitimately expect in view of the public statements made by the seller, by the producer or by his representative, in particular in the advertising or labelling ;*

*2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter".*

**Article 1641 of the French Civil Code:** *"The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them.*

Services sold to Professionals are also covered by the warranty stipulated in article 1641 of the French Civil Code.

The warranty is limited to the replacement or reimbursement of Services that do not conform or are defective. It is excluded in the event of misuse or abnormal use of the service, as well as in the event that the service does not comply with the legislation of the country to which it is delivered.

The customer must inform WINDIFE of the existence of any defects one year. The Company will rectify the Services deemed defective as far as possible. If the liability of WINDIFE is accepted, the warranty is limited to the amount paid by the Customer for the supply of the Services.

Replacement of Services does not extend the warranty period.

## **11. Personal data processing**

The purchase by the Customer may involve the processing of his data. If the Customer refuses the processing of his/her data, he/she is asked to refrain from using the services of Société WINDIFE.

This processing of personal data is done in compliance with the General Data Protection Regulation 2016/679 of April 27, 2016.

In addition, in accordance with the French Data Protection Act of January 6, 1978, customers have the right to query, access, rectify, modify and object to all their personal data at any time. To do so, they must send a letter, providing proof of identity, to the following address: [.info@digitalforensicexpertise.com](mailto:info@digitalforensicexpertise.com)

This personal data is necessary for the processing of the Quotation (or Offer), the Order and the preparation of invoices where applicable, as well for the improvement of the Services offered by Société WINDIFE.

## **12. Sharing collected data**

WINDIFE may use third-party companies to perform certain operations or services.

The Customer accepts that third-party companies may have access to his/her data in order to complete his/her order.

These third-party companies only have access to the data collected in order to carry out a specific task.

In addition, the Customer may receive information or commercial offers from WINDIFE or its partners.

The customer may any time oppose the receipt of these commercial offers, by writing to the address of the Company WINDIFE indicated above.

In addition, customer information may be passed on to third parties without the customer's express prior consent for the following purposes:

- respect the law
- protect persons from serious injury or death,
- combat fraud or attacks on WINDIFE or its users
- protect the Company's property rights.

## **13. Data protection**

The WINDIFE Company ensures an appropriate level of security proportionate to the risks incurred as well as their probability, in accordance with the General Data Protection Regulation 2016/679 of April 27, 2016.

However, these measures in no way constitute a guarantee and not commit WINDIFE to any obligation of result with regard to data security.

## **14. Cookies**

To enable its Users to benefit from optimal browsing on the Site and improved operation of the various interfaces and applications, Société WINDIFE or the third-party company managing the Website for Société WINDIFE may place a cookie on User's computer. This cookie is used to store information relating to browsing on the Site, as well as any data entered by Users (notably searches, login, email, address).

The User expressly authorizes WINDIFE or the third-party company managing the Website to place a file known as a "cookie" on the User's hard drive.

The User may block, modify the retention period, or delete this cookie via the browser interface. If the systematic deactivation of cookies on the User's browser prevents him/her from using certain services or functionalities of the Site, this malfunction shall in no way constitute damage for the member, who shall not be entitled to claim any compensation as a result.

## **15. Modifications**

The information on the WINDIFE , catalogs, prospectuses and price lists is given for information only and may be revised at any time.

WINDIFE reserves the right to make any modifications it deems necessary at any time.

When placing an Order, the Customer is subject to the stipulations set out in the GCS in force at the time the Order is placed.

## **16. Intellectual property**

The brand, logo and graphic charter are registered trademarks owned exclusively by WINDIFE. Any dissemination, use, representation or reproduction, whether partial or complete, without the express authorisation of the aforementioned WINDIFE will expose the offender to civil and criminal proceedings.

## **17. Jurisdiction clause**

The law governing the GTCS is French law. Any dispute that may arise between WINDIFE and a customer during execution of the GTCS will be subject to an attempt amicable resolution. Failing this, disputes will be referred to the competent common law courts and/or a mediator.

## **18. Customer acceptance**

The Customer expressly accepts the General Terms and Conditions. He declares that he is familiar with them and waives the right to invoke any other document, in particular his own general terms and conditions of purchase.