

FAB-DIS CONNECT – General Terms and Conditions of Use and Service Provision

CONNECT.FABDIS.FR

© FAB-DIS 2025 – All rights reserved.

ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions apply to any download of the Reference Framework when ordering one or more services defined in Article 2, by a Client acting for the purposes of its manufacturing and/or distribution activity of products and services intended for the French market (hereinafter “the Client”), effective from October 1, 2025. FAB-DIS reserves the right to amend or modify these General Terms and Conditions. The amended General Terms and Conditions shall apply to subscriptions or subscription changes entered into after the date of modification. Any modification may be communicated to Clients in writing.

ARTICLE 2 – DEFINITION OF SERVICES**2.1 Personal nature of Services – Non-transferability – Subcontracting**

Services are ordered by each Client in its own name and on its own behalf only. Each account is created for a single Client administrator, to which several Client employees may be attached as users, according to the Client’s choice. The Client may not transfer its subscription rights to any third party, including within its corporate group. Any order placed on behalf of a third party or for subcontracting purposes must have been explicitly and previously authorized by FAB-DIS and will incur payment for the Service. In the absence of such authorization, any use for the benefit of a third party shall result in the penalties defined below.

2.2 General prerequisites

To benefit from the Services associated with the platform connect.fabdis.fr, the Client must, at its own expense, have a computer, a secure internet connection, and the latest version of the FAB-DIS 3.0 file available through the services of connect.fabdis.fr.

2.3 Services included in the FAB-DIS subscription offers on connect.fabdis.fr**2.3.1 The KIT FAB-DIS, Reference Framework**

The Reference Framework consists of a specific data format and organization for products and services designed by FAB-DIS, which has undertaken and financed the corresponding investments, publishes it, and discloses it under its own name and supervision.

It is protected under Articles L341-1 et seq. of the French Intellectual Property Code, and the Client expressly waives any right to contest these rights upon subscribing.

As part of the FAB-DIS services, the Reference Framework is accompanied by complete documentation called “Le Kit FAB-DIS,” consisting of explanatory notes, tables, and lists of attributes, designed to anticipate and avoid non-compliance in User files.

The Reference Framework and the Kit FAB-DIS include, for the duration of the subscribed Services, access to updates as they are published.

This format and organization aim to simplify product and service listing operations between manufacturers and distributors. The Reference Framework is widely used in the building sector but can be applied to other industries.

2.3.2 Easy-Check Service

(a) Compliance Control

The Easy-Check Service provides normative compliance control of a file according to the Reference Framework, through the processing of technical, marketing, logistics, and regulatory data.

By submitting an Excel file online—completed either by itself or another Manufacturer or Distributor—the User can generate and download a report identifying, line by line and/or cell by cell, the non-compliances with the Reference Framework. Once these are corrected, the User obtains a unique identification number certifying compliance.

This control excludes plausibility checks or consistency checks between data elements.

The control is based on the current version (structure 3.0 and related 3.X versions) of the data model and will be updated according to the evolution of tables and attributes.

(b) Compliance Monitoring

This service provides the Client with an interface to view all uploaded files and access control results and analysis reports (retained for three years from subscription).

(c) KPI Monitoring and Improvement Points

The KPI monitoring service allows the Client to manage the quality of its data exchanged under the FAB-DIS model, through completeness scoring indicators on specific blocks.

FAB-DIS provides:

An interface for viewing key performance indicators (KPIs) by thematic block;

Historical data for up to three years on previously uploaded files.

(d) Secure Sharing of FAB-DIS Files

This service enables the Client to securely and transparently distribute controlled FAB-DIS files to authorized distributors or partners, in compliance with defined access rights and confidentiality rules.

Key features include:

- A secure publishing space for validated files and compliance reports;
- Configurable access rights per recipient with detailed authorization management;
- Automated email notifications with secure links for authorized recipients;
- Full traceability of access, including download dates and user records;
- Ability for the Client to revoke or modify access permissions at any time via the management interface.

(e) API Access – for FAB-DIS Inside Subscribers

Depending on the Client's profile (manufacturer or distributor), this service allows:

Authorized external tools (FAB-DIS Inside subscribers – PIM, ERP, etc.) to submit their files;

Access, consultation, and management of their public API key, used to automate file exchanges or Easy-Check validations.

(f) Archiving

Reports are accessible on connect.fabdis.fr within the user's account. Shared files are archived and hosted for three years, while unshared files may be deleted by the Client.

(g) Use of Data for Statistical Purposes

Data transmitted in connection with the FAB-DIS model operation via connect.fabdis.fr may be used by FAB-DIS for statistical analysis purposes.

The purpose is to:

- Evaluate usage of attributes and fields in the FAB-DIS model;
- Identify general market trends to improve service quality;
- Produce aggregated indicators (volume, data types, update frequency, etc.).

ARTICLE 3 – SUBSCRIPTION OFFERS AND TERMS

3.1 Subscription Levels – Duration

Subscription offers for FAB-DIS Services available on connect.fabdis.fr and their pricing are published on <https://www.fabdis.fr/fr/> and attached to these General Terms and Conditions. All offers are annual subscriptions, automatically renewed unless cancelled at least one month before the anniversary date.

3.2 Bundled Service Offers

Services are grouped into three offers designed for manufacturers and/or distributors:

- KIT FAB-DIS offer
- FAB offer
- DIS offer

	KIT FABDIS	FAB OFFER	DIS OFFER
Client	Manufacturer Distributor	Manufacturer	Distributor
Account Setup			
1 business account with 1 to 6 users depending on the commercial reference tier	X	X	X
Trademark Declaration	Manufacturer	X	
Resource Center			
Resource Center: templates, kits, instructions	X	X	
Access to Summary Documents	X	X	X
FAQs, practical guides, and support hotline	X	X	X
Control and Compliance Services			
Easy-Check Service: automatic file verification and anomaly detection		X	
Access to Compliance Numbers		X	X
Dashboard with indicators on thematic block enrichments		X	X
File Distribution			
Management of files shared by distributor		X	
List of referenced distributors		X	
Monitoring of file distribution to distributors		X	
File Collection			
Access to FAB-DIS files provided by manufacturers			X
API Access			
FAB-DIS INSIDE Partner Connection		X	

3.3 Pricing Structures

KIT FAB-DIS Offer – A flat-rate offer for both manufacturers and distributors including all items

Official English translation provided for informational purposes only. In case of discrepancy, the French version shall prevail

mentioned in the KIT FAB-DIS.

FAB Offer – The subscription cost is based on the number of unique commercial references in the Client's Reference Framework (Commerce block) submitted to Easy-Check.

If the actual number of references exceeds the declared level, FAB-DIS will upgrade the Client to a higher tier and issue a proportional adjustment for the current year.

If the number of references is lower, no refund will be granted.

Each subscription runs for a minimum of 12 months, starting from payment date, and is tacitly renewed unless terminated one month prior to expiry.

FAB-DIS reserves the right to modify services or content at any time. Such modifications apply only to new subscriptions or renewals entered after publication. FAB-DIS may notify Clients of these changes at least two months in advance by email or platform notification.

Special Offer – EASY-CHECK PREMIUM Subscribers

Clients with an active EASY-CHECK PREMIUM subscription before September 30, 2025, via easycheck.fabdis.fr shall receive:

- From October 1 to December 31, 2025: access to FAB offer services at no additional cost;
- From January 1, 2026: automatic renewal under the new FAB offer, with pricing based on the maximum number of commercial references submitted during 2025.

Welcome Offer – FAB

New FAB-DIS clients who have not subscribed to EASY-CHECK PREMIUM before October 15, 2025, benefit during their first year from:

- A 47% discount on the first tier (< 1000 products); or
- A 10% discount on higher tiers.

Offer valid from October 15, 2025, to October 14, 2026.

DIS Offer – Subscription cost depends on the number of declared suppliers who provide FAB-DIS files via connect.fabdis.fr. FAB-DIS verifies this number twice per year.

If it exceeds the declared tier, an additional invoice will be issued; if lower, no refund applies.

DIS subscriptions are annual and automatically renewed unless cancelled one month before expiry.

Migration of Existing Subscribers

From October 1, 2025, existing KIT FAB-DIS and EASY-CHECK PREMIUM subscribers migrate to connect.fabdis.fr for access to version 3.0 services while maintaining version 2.3 use on easycheck.fabdis.fr.

Renewal and Termination Terms

Subscriptions renew automatically unless cancelled 30 days before expiry.

Clients receive a reminder email 30 days before the anniversary date.

Renewal information is accessible via the Client dashboard.

Renewal for 2025 PREMIUM Subscribers

From January 1, 2026, existing PREMIUM subscriptions convert automatically into FAB offers at new rates. Clients are informed 30 days prior and may refuse renewal by email to souscription-easycheck@fabdis.fr before November 30, 2025.

ARTICLE 4 – DOWNLOAD AND USE OF THE REFERENCE FRAMEWORK

4.1 Personal Nature of the Download

Official English translation provided for informational purposes only. In case of discrepancy, the French version shall prevail

The use of the Reference Framework is strictly personal and non-transferable. It is reserved for each employee designated by the Client as defined in Article 1, who, after ordering a Service as defined in Article 3, (i) has downloaded the Reference Framework from the dedicated page of <https://connect.fabdis.fr/> (ii) has accepted these General Terms and Conditions, (iii) has identified themselves via their unique email address and password, and (iv) whose company is fully identified (registered trade name, head office, SIREN number, APE/NAF code, billing address, main activity, and affiliation to a client organization).

The Client is strictly prohibited from downloading the Reference Framework for any external user, including subcontractors or clients.

Any download made under proxy for the benefit of a third party (for example, within the framework of project management assistance) requires FAB-DIS's prior written approval.

The Client shall not distribute, reproduce, or share the Reference Framework (including via file-sharing sites) outside the scope of product listing with its customers or suppliers or outside internal training use.

This obligation remains valid for a minimum of ten years from each authorized download.

Each copy of the Reference Framework downloaded from <https://connect.fabdis.fr/> may include a unique identification number to facilitate any post-verification of these commitments.

4.2 Guarantee of User Compliance

Each Client guarantees compliance with these General Terms and Conditions by all users within its organization or any subcontractors for whom the Reference Framework has been downloaded.

The Client undertakes to ensure that all such users are aware of these Conditions and have been informed about personal data processing before any download.

4.3 Duration of Permitted Use

The authorization to use the Reference Framework is granted for the full legal duration of its protection.

However, Clients are informed that new versions are regularly made available by FAB-DIS, and that compatibility with older versions cannot be guaranteed beyond a minimum of one year.

The Client is solely responsible for any conversions, imports, or re-entry of its data into new versions of the Reference Framework.

4.4 Compliance with the Reference Framework

To maintain the reliability and standardization purpose of the Reference Framework, each Client and/or User shall strictly comply with the terminology and structure of the Reference Framework (including the Kit FAB-DIS) and refrain from any adaptation, correction, translation, or modification of any kind.

FAB-DIS will review suggestions or proposals for improvements that may benefit all Clients in future versions.

ARTICLE 5 – ORDERS

The Client selects the Service(s) it wishes to subscribe to on <https://connect.fabdis.fr/> by completing all required information in the subscription form and accepting these General Terms and Conditions.

Orders become final upon explicit confirmation by FAB-DIS within 48 working hours (excluding holidays and company closures).

After this confirmation, orders may not be withdrawn without FAB-DIS's agreement, subject to negotiation of a possible withdrawal fee.

Once validated, FAB-DIS sends the Client an order confirmation email and corresponding invoice. Within 48 working hours following full payment, FAB-DIS activates the Service(s), confirmed via an activation email.

ARTICLE 6 – FINANCIAL CONDITIONS

6.1 Service Pricing

Services are invoiced at the rate in force on the date of the Client's order. Prices are available on FAB-DIS's website or upon request by email or mail. Prices are exclusive of VAT and any payment or currency exchange fees.

FAB-DIS reserves the right to modify its pricing. Updated rates apply to any new subscriptions or changes entered after their effective date.

Existing Clients shall be notified of price adjustments at least two months in advance, which will apply from the next renewal period unless terminated in accordance with the "Duration" provisions.

6.2 Payment Terms

Services are invoiced upon order and payable within 30 days of invoice date, in euros, at FAB-DIS's registered office, by bank transfer or cheque drawn on a French bank and payable to FAB-DIS.

The Client may not withhold or offset any payments.

ARTICLE 7 – CONSEQUENCES OF LATE PAYMENT

In accordance with Article L441-10 of the French Commercial Code, statutory late payment interest applies automatically from the day following the invoice due date, calculated at the European Central Bank refinancing rate plus ten percentage points.

Additionally, a fixed recovery fee of €40 applies, without prejudice to additional compensation if recovery costs exceed this amount (Article D.441-5 of the French Commercial Code).

Any delay in payment shall automatically result in:

- (i) suspension of ongoing Services;
- (ii) the right for FAB-DIS to make continued Service performance conditional on guarantees; and
- (iii) immediate maturity of all outstanding amounts owed by the Client.

ARTICLE 8 – CLIENT OBLIGATIONS

The Client must verify the safety of files controlled or converted by the Services to prevent any contamination risk to FAB-DIS servers or other users.

The Client must maintain up-to-date firewall and antivirus protection and follow public cybersecurity recommendations.

The Client must not disrupt FAB-DIS's Services and must comply with all required security procedures.

Each Client is solely responsible for its login credentials and must not disclose them to third parties.

In case of forgotten credentials, the Client may request a reset via the platform, after which FAB-DIS sends a password reset link to the registered email.

The Client must immediately report any suspected fraudulent use of its credentials and any anomalies or errors suspected to originate from the Services or the Reference Framework.

ARTICLE 9 – PENALTY FOR UNAUTHORIZED USE

In the event of unauthorized use of the Reference Framework, compensation due to FAB-DIS shall equal three times the rate of the Easy-Check PREMIUM Service multiplied by the number of offending users, in addition to any damages and legal fees recoverable under law.

ARTICLE 10 – MAINTENANCE AND UPDATES

FAB-DIS reserves the right to suspend access to Services on connect.fabdis.fr for maintenance, corrections, or updates.

Corrective maintenance includes bug fixes or minor adjustments; Clients will be notified at least one week in advance.

Evolutionary maintenance or updates (e.g., new features, regulatory changes, new Reference Framework versions) will be notified at least two months in advance.

During such operations, FAB-DIS will ensure service suspension does not exceed four consecutive days and will minimize downtime.

ARTICLE 11 – CONFIDENTIALITY

Except as required by law or court order, each party must keep strictly confidential all documents and information obtained during Service execution, for the duration of the contract and five years thereafter.

All contents of the Kit FAB-DIS constitute trade secrets under Article L151-1 of the French Commercial Code.

Any unauthorized use or disclosure constitutes a breach engaging liability and potential damages under Article L152-6.

Information will not be considered confidential if it:

- (i) is public knowledge without fault;
- (ii) was lawfully received from a third party;
- (iii) was published without breach of this contract; or
- (iv) was authorized for use or disclosure in writing.

ARTICLE 12 – INTELLECTUAL PROPERTY

All intellectual property rights related to the Reference Framework, Services, associated works, trademarks, and domain names belong exclusively to FAB-DIS.

No ownership is transferred to the Client under this Agreement.

The Client agrees not to:

- (i) use the Services in any unauthorized manner;
- (ii) duplicate, reproduce, decompile, or distribute the Services or any related algorithms or software.

The Client only holds a limited, personal right of use and reproduction over deliverables (analysis reports, compliance reports, verified Excel files, etc.) provided within the Services.

ARTICLE 13 – LIABILITY

FAB-DIS cannot be held liable for interruptions or damages resulting from:

- Force majeure or government orders;
- Power or third-party operator outages;
- Maintenance or updates under Article 10;
- Abnormal or fraudulent use;

- Client hardware/network failures;
- Unauthorized third-party intrusions despite reasonable security measures;
- Internet or telecom operator malfunctions.

FAB-DIS shall not be liable for indirect damages.

In any case, FAB-DIS's total liability shall not exceed the annual contract amount paid by the Client.

Any claim must be made by registered letter within one month of discovery, and all actions prescribe one year after legal limitation start.

ARTICLE 14 – FORCE MAJEURE

Force majeure refers to any external event preventing or excessively burdening performance, including wars, riots, accidents, fires, natural disasters, embargoes, shortages, strikes, supply issues, transport failures, government actions, or supplier defaults.

ARTICLE 15 – EARLY TERMINATION

Either party may terminate the contract 30 days after notice of breach remains unremedied.

Upon termination, Client access and credentials are deactivated.

Temporary suspension may occur immediately in case of suspected fraud or server integrity risk.

ARTICLE 16 – REFERENCES

16.1 Use of FAB-DIS Reference by the Client

During the contract term, FAB-DIS authorizes the Client to use the “FAB-DIS” trademark and approved mentions on its websites, brochures, and communications.

Such use is permitted only as registered with the INPI and must not harm FAB-DIS's reputation or mislead.

Upon termination, the Client must remove all references or destroy related materials.

16.2 Use of Client Corporate Name by FAB-DIS

FAB-DIS may reference the Client's corporate name in its website or commercial materials to indicate Service usage.

Clients may withdraw consent by email to souscription-easycheck@fabdis.fr

ARTICLE 17 – GENERAL APPLICATION PRINCIPLES

If any provision of this Contract is found invalid, the remaining provisions remain effective.

Headings are for reference only and do not affect interpretation.

No delay or omission in exercising rights constitutes a waiver.

ARTICLE 18 – APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by French law.

Disputes shall first be submitted to mediation before the Paris Mediation and Arbitration Center (CMAP).

Failing amicable resolution, jurisdiction lies exclusively with the Paris Economic Affairs Court, including in summary proceedings or multiple-defendant cases.

ANNEX – SERVICES, PRICES (EXCL. VAT), AND ACCESS BY CLIENT TYPE KIT FAB-DIS Offer:

Offer KIT FABDIS

	KIT FABDIS	
	MANUFACTURERS	DISTRIBUTORS
Account setup		
1 business account with 1 user	x	x
Trademark registration	x	
Resource center		
Resource center: templates, kits, instructions	x	x
Access to summary documents	x	x
FAQs, practical guides, and support hotline	x	x
PRICING WITHOUT VAT	240 €	240 €

Offer FAB > Manufacturers

UNIQUE COMMERCIAL REFERENCES	OFFER FAB					
	<1000	1001-3 000	3001-10 000	10 001-20 000	20 001 - 40 000	>40 000
Account Setup						
1 company account with 1 user	x					
1 company account with 2 users		x				
1 company account with 6 users			x	x	x	x
Trademark Declaration	x	x	x	x	x	x
Resource Center						
Resource Center: templates, kits, instructions	x	x	x	x	x	x
Access to Summary Documents	x	x	x	x	x	x
FAQs, practical guides, and support hotline	x	x	x	x	x	x
Control and Compliance Services						
Easy-Check Service: automatic file verification and anomaly detection	x	x	x	x	x	x
Access to Compliance Numbers	x	x	x	x	x	x
Dashboard with indicators on thematic block enrichments	x	x	x	x	x	x
File Distribution						
Management of files shared by distributor	x	x	x	x	x	x
List of referenced distributors	x	x	x	x	x	x
Monitoring of file distribution to distributors	x	x	x	x	x	x
API Access						
FABDIS INSIDE Partner Connection	x	x	x	x	x	x
PRICING WITHOUT VAT	1 600 €	1 700 €	2 200 €	2 800 €	3 900 €	5 000 €

Offer DIS > Distributors

NUMBER OF DECLARED SUPPLIERS	OFFER DIS			
	<100	100-249	250-500	>500
Account Setup				
1 company account with 6 users	x	x	x	x
Resource Center				
Resource Center: templates, kits, instructions	x	x	x	x
Access to summary documents	x	x	x	x
FAQs, practical guides, and support hotline	x	x	x	x
Control and Compliance Services				
Access to compliance numbers	x	x	x	x
Dashboard with indicators on thematic block enrichments	x	x	x	x
File Collection				
Access to FAB-DIS files provided by manufacturers	x	x	x	x
Prices excluding VAT	700€	1200€	2200€	2900€