

Article 1 – Entirety

These general conditions of sale (hereinafter "GTC") express the entirety of the obligations of the parties. In this sense, the buyer is deemed to accept them without reservation.

These general conditions of sale apply to the exclusion of all other conditions, and in particular those applicable to sales in stores or through other distribution and marketing channels.

They are accessible on the website www.distrelec.fr and will prevail, where applicable, over any other version or any other contradictory document.

The seller and the buyer agree that these general conditions exclusively govern their relationship. The seller reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online.

If a condition of sale were to be lacking, it would be considered to be governed by the practices in force in the distance selling sector whose companies are headquartered in France.

Article 2 – Content

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the online sale of goods and materials offered by the seller to the buyer, who is a consumer, from the website www.distrelec.fr

These T&Cs only concern purchases made by non-professional buyers and delivered exclusively on French territory. For any delivery outside France, it should be reported to obtain a specific quote.

The buyer declares to have read these general conditions of sale and to have accepted them before his immediate purchase or the placing of his order.

Article 3 – Pre-contractual information

The buyer acknowledges having had communication, prior to placing his order and concluding the contract, in a readable and understandable manner, of these general conditions of sale and of all the information listed in article L. 221- 5 of the consumer code.

The following information is transmitted to the buyer, in a clear and understandable manner on the website:

- the essential characteristics of the good or service;
- the price of the good;
- any additional costs for transport, delivery or postage and any other charges;
- the date or the deadline on which the service provider undertakes to deliver the goods or to perform the service, whatever its price;
- information relating to the identity of the service provider, its postal, telephone and electronic contact details, and its activities, those relating to legal guarantees, the functionalities of the digital content and, where applicable, its interoperability, the existence and the terms and conditions for implementing guarantees and other contractual conditions.

- If applicable, information relating to the legal guarantees, functionalities, compatibility and interoperability of the digital content, digital service or property comprising digital elements, other contractual conditions and, where applicable, the existence of any software installation restrictions;

The seller also communicates to the buyer on his website the following information:

- his name or corporate name, the geographical address of his establishment and, if different, that of the registered office, his telephone number and his e-mail address;
- the methods of payment, delivery and performance of the contract, as well as the methods provided by the professional for the processing of complaints;
- in the event of sale, the existence and the methods of exercise of the legal guarantee of conformity provided for in articles L. 217-1 and following of the Consumer Code, of the guarantee against hidden defects provided for in articles 1641 and s. of the Civil Code, as well as, where applicable, the commercial guarantee and after-sales service respectively referred to in Articles L. 217-15 and L. 217-17 of the Consumer Code;
- the duration of the contract, if applicable.

Article 4 – Order

The buyer has the possibility to place his order online, from the online catalog and by means of the form which appears there, for any product, within the limit of available stocks.

In case of unavailability of a product ordered, the buyer will be informed by e-mail. The cancellation of the order for this product and its possible refund will then be made, the rest of the order remaining firm and definitive.

For the order to be validated, the buyer must accept, by clicking on the place indicated on the site, these general conditions. He will also have to choose the address and the delivery method, and finally validate the payment method.

The sale will be considered final:

- after the sending to the buyer of the confirmation of the acceptance of the order by the seller by e-mail;
- and after receipt by the seller of the full price.

Any order implies acceptance of the prices and description of the products available for sale. Any dispute on this point will take place within the framework of a possible exchange and the guarantees mentioned below.

In some cases, including non-payment, incorrect address or other problem on the buyer's account, the seller reserves the right to block the buyer's order until the problem is resolved.

For any question relating to the follow-up of an order, the buyer must contact the customer service of the seller info.fr@distrelec.com.

Article 5 – Electronic signature

The online provision of the buyer's bank details and the final validation of the order will constitute proof of the buyer's agreement:

- payment of sums due under the purchase order;
- signature and express acceptance of all operations carried out.

Article 6 – Order confirmation

The seller sends a copy of the contract by e-mail confirming the commitment of the parties.

Any order modification by the buyer after confirmation of his order is subject to acceptance by the seller.

The seller reserves the right to refuse any order for legitimate reasons and more particularly if the quantities ordered are abnormally high for buyers who are consumers.

Article 7 – Proof of the transaction

The computerized registers, kept in the seller's computer systems under reasonable security conditions, will be considered as proof of the communications, orders and payments made between the parties. Archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as proof.

Article 8 – Price

The prices are indicated in EUROS and taking into account the VAT applicable on the day of the order and any change in the applicable rate of VAT will be automatically passed on to the price of the products of the online store.

If one or more taxes or contributions, in particular environmental, were to be created or modified, this change may be passed on to the selling price of the products.

Delivery and packaging costs are indicated to the buyer before placing the order.

Article 9 - Payment

This is an order with payment obligation, which means that placing the order involves payment by the buyer.

The price is payable in full and in a single payment when ordering.

To pay for his order, the buyer has, at his option, all the payment methods made available to him by the seller and listed on the seller's site. Payments by check are not permitted.

Invoices can be paid directly on the seller's website. In this case, no fees apply.

The invoice reference must appear on the payment documents.

The seller's website is equipped with an online payment security system allowing the buyer to encrypt the transmission of his bank details.

The buyer guarantees to the seller that he has the necessary authorizations to use the method of payment chosen by him, during the validation of the order form. The seller reserves the right to suspend any management of the order and any delivery in the event of refusal of authorization of payment by bank card on the part of officially accredited bodies or in the event of non-payment. In particular, the seller reserves the right to refuse to make a delivery or to honor an order from a buyer who has not fully or partially paid a previous order or with whom a payment dispute is in progress.

Payments made by the buyer will only be considered final after effective collection of the sums due by the seller.

Article 10 – Retention of title

All products delivered by the seller remain his property until the buyer has fully discharged all his payment obligations.

Article 11 – Delivery

Delivery means the transfer to the consumer of physical possession or control of the goods. It is only made after confirmation of payment by the seller's bank.

The products ordered are delivered according to the delivery method chosen by the buyer on the online form when placing the order.

If the order exceeds the volumetric weight, the order will be shipped in installments. Certain products qualified as "hazardous goods", in particular pressurized containers, flammable products and lithium batteries, will necessarily be shipped by standard delivery (ground) since it is not authorized to transport them by air.

The products are delivered to the address indicated by the buyer on the order form, the buyer must ensure its accuracy. Any package returned to the seller because of an incorrect or incomplete delivery address will be reshipped at the buyer's expense. The buyer can, at his request, obtain the sending of an invoice to the billing address and not to the delivery address, by validating the option provided for this purpose on the order form.

For delivery in Metropolitan France, orders are usually dispatched the same day of the order. Delivery and packaging costs are indicated to the buyer before he places an order.

In the event of non-compliance with the agreed delivery time, the buyer must, before terminating the contract, enjoin the seller to perform it within a reasonable additional period.

In the absence of execution at the end of this new period, the buyer may freely terminate the contract.

The buyer must complete these successive formalities by registered letter with acknowledgment of receipt. The contract will be considered resolved upon receipt by the seller of the letter informing him of this resolution, unless the professional has performed in the meantime.

In this case, when the contract is terminated, the seller is required to reimburse the buyer for all the sums paid, at the latest within 14 days following the date on which the contract was terminated.

In accordance with article L.242-4 of the Consumer Code, when the professional has not reimbursed the sums paid by the consumer, the sums due are automatically increased by the legal interest rate provided for by the said Code.

Article 12 – Reception

The Buyer is required to check the goods delivered upon delivery, in order to verify the condition of the items and the absence of anomalies.

If at the time of delivery, the products bear externally visible damage, the buyer is required to make a handwritten reservation on the delivery note. The buyer must then confirm these reservations to the seller by email info.fr@distrelec.com **within** 48 hours of receipt.

Any complaint not made in the rules defined above and within the time limits cannot be taken into account and will release the seller from any liability vis-à-vis the buyer.

Upon receipt of the complaint, the seller will assign an exchange number for the product(s) concerned and will communicate it by e-mail to the buyer. The exchange of a product can only take place after the allocation of the exchange number.

In the event of a delivery or exchange error, any product to be exchanged or refunded must be returned to the seller as a whole and in its original packaging, by Colissimo Recommandé, at the following address: Distrelec BV De Tweeling 28 , 5215 MC's-Hertogenbosch, The Netherlands.

Return costs are the responsibility of the buyer.

If the buyer has provided an erroneous reason for returning the goods, the seller reserves the right to charge a collection and handling fee

Article 13 – Right of withdrawal

In accordance with the provisions of the Consumer Code, the buyer has a period of 14 working days from the date of delivery of his order, to return any item that does not suit him and request an exchange or refund without penalty. , with the exception of return costs which remain the responsibility of the buyer.

The right of withdrawal can be exercised online, using the withdrawal form available in the appendix and on the effect website in your "Your Account" interface. In this case, an acknowledgment of receipt on a durable medium will be immediately communicated to the buyer. Any other mode of declaration of withdrawal is accepted. It must be unambiguous and express the will to retract.

Before returning the product, the buyer must wait for written confirmation from the seller that the said return is accepted.

Article 14 – Effects of returns

If the seller accepts the return of the order, the goods must be sent back immediately or at the latest within 14 days of the date on which the seller has approved the return of the order. The deadline is deemed to have been met when the goods are dispatched before the expiry of the 14-day deadline.

The buyer must return the products with all accessories and, as far as reasonably possible, in their original packaging. The product cannot have been assembled, used for diagnosis, have been engraved or contain traces of use. Damaged, soiled or incomplete products are not taken back.

Upon receipt of the product, the seller will check the condition of the product and its functionality. The seller will withhold the refund until he has received and checked the returned goods. Once the returned product is accepted by the seller, the order will be cancelled.

The buyer will be fully refunded the price of the returned product. Delivery costs will be reimbursed at the standard delivery costs (the buyer will not be reimbursed for any additional cost of express delivery).

The refund will be made within 14 days of receipt of the return. It will be made using the same method of payment used to place the order, unless otherwise specified by the buyer.

The transport costs for the return of the goods are the responsibility of the buyer.

Article 15 – Legal guarantee of conformity and hidden defects

Distrelec is the guarantor of the conformity of the goods with the contract, allowing the buyer to make a request under the legal guarantee of conformity provided for in articles L. 217-3 and following of the consumer code or the guarantee of defects of the thing sold within the meaning of articles 1641 and following of the civil code. The said articles are annexed to the T&Cs.

The buyer is expressly informed that the seller is not the producer of all the products presented within the meaning of law n° 98-389 of May 19, 1998 relating to liability for defective products. In case of damage caused by a safety defect of the product, the purchaser must seek the responsibility of the manufacturer identifiable from the information mentioned on the packaging of the product.

Article 16 – Force majeure

All circumstances beyond the control of the parties, preventing the execution under normal conditions of their obligations, are considered as causes for exemption from the obligations of the parties and lead to their suspension.

The party who invokes the circumstances referred to above must immediately notify the other party of their occurrence, as well as of their disappearance.

Will be considered as cases of force majeure all irresistible facts or circumstances, external to the parties, unforeseeable, inevitable, beyond the control of the parties and which cannot be prevented by the latter or their suppliers, despite all reasonably possible efforts. Expressly, are considered as cases of force majeure or fortuitous events, in addition to those usually retained by the

jurisprudence of French courts and tribunals: wars, riots, health crises, strikes, lockouts, blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the shutdown of telecommunications networks or difficulties specific to telecommunications networks external to customers.

The parties will then come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the case of force majeure lasts longer than three months, these general conditions may be terminated by the injured party.

Article 17 – Intellectual property

These general conditions as well as any contract concluded between the seller and the buyer do not confer any intellectual property rights relating to the products or elements reproduced on the seller's website.

Article 18 – Non-waiver

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in these general conditions of sale cannot be interpreted for the future as a waiver of the obligation in question.

Article 19 – Partial non-validation

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will retain their full force. and their scope

Article 20 – Protection of personal data]

The seller indicates on his website <https://www.distrelec.fr/note-information/cms/datenschutz> his principles of protection of personal data.

Article 21 – Mediation

The buyer may resort to conventional mediation, in particular with the Consumer Mediation Commission or with existing sectoral mediation bodies, or any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

The seller's referent mediator is: www.mediationconso-ame.com

Article 22 – Applicable law and choice of court

These general conditions, as well as all the contracts concluded between the seller and the buyer, are subject to the application of French law, to the exclusion of the provisions of the Vienna Convention.

In the event of a dispute or complaint, the buyer will first contact the seller to obtain an amicable solution.

APPENDIX 1 - Provisions relating to legal warranties

Article L217-3 of the Consumer Code

The seller delivers goods that comply with the contract and with the criteria set out in article L. 217-5.

He responds to defects of conformity existing at the time of delivery of the goods within the meaning of Article L. 216-1, which appear within a period of two years from this.

In the case of a contract for the sale of goods comprising digital elements:

1° When the contract provides for the continuous supply of digital content or a digital service for a period less than or equal to two years, or when the contract does not determine the duration of supply, the seller is liable for any lack of conformity of this digital content or this digital service which appears within a period of two years from the delivery of the goods;

2° When the contract provides for the continuous supply of digital content or a digital service for a period of more than two years, the seller is liable for any lack of conformity of this digital content or this digital service which appears during the period during which it is provided under the contract.

For such goods, the applicable deadline does not deprive the consumer of his right to updates in accordance with the provisions of Article L. 217-19.

The seller also responds, during the same periods, for lack of conformity resulting from the packaging, the assembly instructions, or the installation when this has been charged to him by the contract or has been carried out under his responsibility. , or when the incorrect installation, carried out by the consumer as provided for in the contract, is due to gaps or errors in the installation instructions provided by the seller.

This warranty period applies without prejudice to Articles 2224 and following of the Civil Code. The starting point for the prescription of the consumer's action is the day of knowledge by the latter of the lack of conformity.

Article L217-4 of the Consumer Code

The good is in conformity with the contract if it meets in particular, where applicable, the following criteria:

1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other feature provided for in the contract;

2° It is suitable for any special use sought by the consumer, made known to the seller at the latest at the time of the conclusion of the contract and which the latter has accepted;

3° It is delivered with all the accessories and installation instructions, which must be supplied in accordance with the contract;

4° It is updated in accordance with the contract.

Article L217-5 of the Consumer Code

I.- In addition to the criteria of compliance with the contract, the good is compliant if it meets the following criteria:

1° It is suitable for the use usually expected of a good of the same type, taking into account, if there takes place, of any provision of European Union law and national law as well as any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;

2° Where applicable, it has the qualities that the seller presented to the consumer in the form of a sample or model, before the conclusion of the contract;

3° Where applicable, the digital elements it contains are provided according to the most recent version available at the time of the conclusion of the contract,

4° Where applicable, it is delivered with all the accessories, including the packaging, and the installation instructions that the consumer can legitimately expect;

5° Where applicable, it is provided with the updates that the consumer can legitimately expect, in accordance with the provisions of Article L. 217-19;

6° It corresponds to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, which the consumer can legitimately expect for goods of the same type, having regard to the nature property as well as to public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labeling.

II.- However, the seller is not bound by any public declarations mentioned in the preceding paragraph if he demonstrates:

1° That he did not know them and was not legitimately in a position to know them;

2° That at the time of the conclusion of the contract, the public declarations had been rectified under conditions comparable to the initial declarations; or

3° That the public statements could not have influenced the purchase decision.

III.- The consumer may not contest conformity by invoking a defect concerning one or more particular characteristics of the goods, of which he has been specifically informed that they deviate from the conformity criteria set out in this article, a deviation to which he has expressly and separately consented upon conclusion of the contract.

Article L218-2 of the Consumer Code

The action of professionals, for the goods or services they provide to consumers, is prescribed by two years.

Article L217-28 of the Consumer Code

When the consumer asks the guarantor, during the course of the legal guarantee or the commercial guarantee which was granted to him during the acquisition or repair of a good, a restoration covered by this guarantee, any period of immobilization suspends the guarantee which remained to run until the delivery of the restored good.

This period runs from the consumer's request for intervention or the provision for repair or replacement of the good in question, if this starting point proves to be more favorable to the consumer.

The warranty period is also suspended when the consumer and the guarantor enter into negotiations with a view to an amicable settlement.

Article 1641 of the Civil Code

The seller is bound by the guarantee on account of hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or does not would have given a lesser price, if he had known them.

Article 1648 of the Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect.

In the case provided for by **article 1642-1** , the action must be brought, on pain of foreclosure, within one year following the date on which the seller can be discharged from the apparent defects or lack of conformity.

APPENDIX 2 - Withdrawal form

To the attention of **DISTRELEC SCHWEIZ AG**

I hereby notify you of my withdrawal from the contract relating to the sale of a property detailed below:

Ordered on:

Received on:

Order number :

Consumer name:

Consumer's address:

Signature of the consumer: (only in case of notification of this form on paper)

Date :