

GENERAL TERMS AND CONDITIONS (DATE OF APPLICATION 03/06/2014 DATE OF LAUNCHING)

1. ACCEPTANCE - OPPOSABILITY

1.1. THESE GENERAL CONDITIONS OF SALE RULE THE RELATIONS BETWEEN PPC (PIÈCE POINT CHAUFFE), SAS WITH CAPITAL OF 850,000 €, WHOSE REGISTERED OFFICE IS LOCATED AT 213 RUE DE GERLAND, BÂTIMENT A, 69007 LYON, FRANCE, RCS 505 377 903 (HEREINAFTER REFERRED TO AS "THE SELLER"), AND ANY NON-PROFESSIONAL PURCHASER (HEREINAFTER "THE CUSTOMER") WISHING TO PLACE AN ORDER ON ONE OF THE FOLLOWING SITES: WWW.EXPERTBYNET.COM, WWW.EXPERTBYNET.FR, WWW.EXPERTBYNET.ES, WWW.EXPERTBYNET.IT, WWW.EXPERTBYNET.DE OR WWW.EXPERTBYNET.CO.UK (HEREINAFTER THE SITE).

IN THE EVENT THAT THE CUSTOMER IS NOT DOMICILED IN FRANCE, THESE GENERAL CONDITIONS APPLY TO THE RELATIONSHIP BETWEEN THE SELLER AND THE CUSTOMER, UNLESS MORE FAVOURABLE PROVISIONS ARE PROVIDED FOR IN THE REGULATIONS OF THE CUSTOMER'S COUNTRY.

THE ACT OF THE CUSTOMER PLACING AN ORDER ON THE SITE IMPLIES THE CUSTOMER'S UNRESERVED ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS (HEREAFTER "GENERAL TERMS AND CONDITIONS" OR "GTC") AND THE RENOUNCEMENT TO RELY ON ANY CONTRADICTORY DOCUMENT.

THE GENERAL TERMS AND CONDITIONS ARE ACCESSIBLE AT ANY TIME ON THE SITE AND PREVAIL OVER ANY OTHER VERSION OR ANY OTHER CONTRADICTORY DOCUMENT.

THE GENERAL TERMS AND CONDITIONS MAY BE MODIFIED AT ANY TIME BY THE SELLER. APPLICABLE GENERAL TERMS AND CONDITIONS ARE THOSE IN EFFECT ON THE DAY OF THE ORDER BY THE CUSTOMER.

1.2. GENERAL TERMS AND CONDITIONS ARE ACCESSIBLE AT ANY TIME ON THE SITE AND PREVAIL OVER ANY OTHER VERSION OR ANY OTHER CONTRADICTORY DOCUMENT.

THE CUSTOMER HAS THE RIGHT TO REQUEST THAT THE GTC BE SENT TO HIM BY THE SELLER BY E-MAIL. THE GTC MAY ALSO BE SAVED, EDITED OR COPIED, AS SPECIFIED THAT THE SAVED, EDITED OR COPIED VERSION OF THIS DOCUMENT COME UNDER HIS SOLE RESPONSIBILITY, AS THESE GTC MAY BE SUBJECT TO MODIFICATIONS.

2. PRODUCTS AND SERVICES

THE CUSTOMER IS INFORMED ON THE SITE OF THE ESSENTIAL CHARACTERISTICS OF THE PRODUCTS AND SERVICES OFFERED.

HOWEVER, CUSTOMERS ARE ADVISED TO READ THE INSTRUCTIONS OF USE OR ANY OTHER INFORMATION ATTACHED TO THE PRODUCT OR BROUGHT TO HIS ATTENTION CONCERNING THE PRODUCT OR ITS PACKAGING (SAFETY PRECAUTIONS, TERMS OF USE...).

THE PHOTOGRAPHS, DIAGRAMS, DRAWINGS OR VIDEO FILMS ILLUSTRATING THE PRODUCTS DO NOT BIND THE SELLER AND ARE PRESENTED ONLY AS A PRESENTATION OF THE PRODUCTS. IF ERRORS HAVE OCCURRED, IN NO CASE MAY THE LIABILITY OF THE SELLER BE INCURRED.

3. ORDERS

IT IS THE CUSTOMER'S RESPONSIBILITY TO SELECT ON THE SITE THE PRODUCTS HE WISHES TO ORDER, ACCORDING TO THE FOLLOWING TERMS:

3.1. NAVIGATION WITHIN THE SITE:

THE CUSTOMER MAY TAKE NOTE OF THE VARIOUS PRODUCTS OFFERED FOR SALE BY THE SELLER ON THE SITE. THE CUSTOMER CAN FREELY BROWSE THE DIFFERENT PAGES OF THE SITE, WITHOUT HAVING ANY OBLIGATION TO PLACE AN ORDER.

3.2. PLACING AN ORDER:

IF THE CUSTOMER WISHES TO PLACE AN ORDER, HE WILL CHOOSE THE DIFFERENT PRODUCTS HE IS INTERESTED IN, AND WILL EXPRESS HIS INTEREST BY CLICKING ON THE «ADD TO CART» BUTTON.

ON THE SITE, AT ANY TIME, THE CUSTOMER MAY:

- GET THE DETAILS OF THE PRODUCTS THAT HE HAS SELECTED, BY CLICKING ON "MY CART"
- CONTINUE HIS SELECTION OF PRODUCTS BY CLICKING ON "CONTINUE SHOPPING"
- FINISH HIS SELECTION OF PRODUCTS AND ORDER THE PRODUCTS BY CLICKING ON "CHECKOUT"

TO ORDER THE PRODUCTS HE HAS CHOSEN, AFTER CLICKING ON " CHECKOUT ", THE CUSTOMER MUST LOG IN, EITHER BY ENTERING HIS EMAIL ADDRESS AND HIS CONFIDENTIAL PASSWORD — IF HE HAS ALREADY CREATED HIS ACCOUNT — OR BY COMPLETING THE ACCOUNT CREATION FORM. IN THE LATTER CASE, THE CUSTOMER MUST ACCURATELY COMPLETE THE FORM PROVIDED TO HIM, ON WHICH HE WILL PROVIDE INFORMATION NECESSARY FOR HIS IDENTIFICATION, INCLUDING HIS NAME, SURNAME AND POSTAL ADDRESS. IN ADDITION, THE CUSTOMER WILL PROVIDE AN E-MAIL ADDRESS AND PASSWORD OF HIS CHOICE WHICH WILL BE PERSONAL AND CONFIDENTIAL AND WHICH HE WILL LATER NEED TO IDENTIFY HIMSELF ON THE SITE. THE CUSTOMER IS INFORMED AND ACCEPTS THAT THE INPUT OF THESE TWO IDENTIFIERS IS PROOF OF HIS IDENTITY AND HIS CONSENT.

ONCE THE CUSTOMER HAS BEEN IDENTIFIED, HE MUST VALIDATE THE DELIVERY ADDRESS. A PURCHASE ORDER WILL APPEAR ON THE SCREEN, DETAILING IN PARTICULAR: THE NATURE, QUANTITY, AND PRICE OF THE PRODUCTS SELECTED BY THE CUSTOMER, AS WELL AS THE TOTAL AMOUNT OF THE ORDER, THE CUSTOMER'S CONTACT DETAILS, THE DEADLINE FOR DELIVERY OF THE PRODUCTS, AND THE DELIVERY ADDRESS OF THE PRODUCTS.

THE CUSTOMER WILL BE ABLE TO CORRECT ANY ERRORS BEFORE CONFIRMING HIS ORDER. IF THIS IS THE CASE, A NEW ORDER FORM WILL BE AUTOMATICALLY EDITED.

THE SELLER'S LIABILITY CANNOT BE INCURRED IN THE EVENT THAT THE INFORMATION PROVIDED BY THE CUSTOMER PROVES TO BE FALSE OR INCOMPLETE.

3.3. CONFIRMATION OF THE ORDER:

AFTER HAVING TAKEN NOTE OF THE ORDER FORM, AND ONCE ALL THE REQUESTED INFORMATION HAS BEEN COMPLETED BY THE CUSTOMER, THE CUSTOMER WILL CHECK THE BOX OF ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS AND CLICK ON "PROCEED TO PAYMENT".

THIS SECOND CLICK CONSTITUTES AN ELECTRONIC SIGNATURE. THIS SIGNATURE HAS VALUE AND COMMITS THE CUSTOMER IN THE SAME WAY AS A HANDWRITTEN SIGNATURE. THE PURCHASE ORDER WILL BE RECORDED IN THE SELLER'S COMPUTER RECORDS, WHICH WILL BE KEPT ON A RELIABLE AND DURABLE BASIS AND WILL BE CONSIDERED AS PROOF OF THE CUSTOMER'S COMMITMENT.

THE CUSTOMER MAY CHOOSE THE METHOD OF PAYMENT HE WISHES FROM AMONG THOSE OFFERED BY THE SELLER AND WILL PROCEED TO THE PAYMENT OF THE PRODUCTS UNDER THE CONDITIONS OF ARTICLE 7.

3.4. ORDER SUMMARY:

ONCE HE HAS VALIDATED HIS METHOD OF PAYMENT ON THE SITE (IF NECESSARY WITH THE PROVISION OF HIS CREDIT CARD NUMBER AND THE EXPIRY DATE), A SUMMARY OF THE CUSTOMER'S ORDER WILL BE DISPLAYED, INCLUDING THE TRANSACTION NUMBER. THE SALE WILL BE CONSIDERED FINAL ONLY AFTER THE SUMMARY OF THE ORDER HAS BEEN DISPLAYED BY THE SELLER, WHICH IS AN ACKNOWLEDGEMENT OF RECEIPT OF THE ORDER. AN EMAIL WILL BE SENT TO THE CUSTOMER SUMMARISING THE ORDER AT THE TIME OF REGISTRATION.

3.5. PROOF OF THE ORDER:

IN ALL CASES THE ONLINE PROVISION OF THE BANK CARD NUMBER AND THE FINAL VALIDATION OF THE ORDER WILL BE PROOF OF THE ENTIRETY OF THE AFORESAID ORDER IN ACCORDANCE WITH THE PROVISIONS OF LAW NO. 2000-230 OF 13 MARCH 2000 AND WILL BE DUE THE AMOUNT OF MONEY ENGAGED BY THE SELECTION OF THE PRODUCTS AND SERVICES LISTED ON THE PURCHASE ORDER.

THIS VALIDATION IS A SIGNATURE AND EXPRESS ACCEPTANCE OF ALL OPERATIONS CARRIED OUT ON THE SITE. COMPUTERIZED RECORDS KEPT IN SELLER'S COMPUTER SYSTEMS UNDER REASONABLE SECURITY CONDITIONS SHALL BE REGARDED AS EVIDENCE OF COMMUNICATIONS, ORDERS, AND PAYMENTS BETWEEN THE PARTIES.

THE ARCHIVING OF PURCHASE ORDERS, ORDER CONFIRMATIONS, AND ORDER RECEIPTS IS CARRIED OUT ON A RELIABLE AND DURABLE SUPPORT SO AS TO CORRESPOND TO A RELIABLE COPY OF WHICH THE INTEGRITY IS GUARANTEED OVER TIME IN ACCORDANCE WITH ARTICLE 134879 OF THE CIVIL CODE.

3.6. TRACKING OF THE ORDER

THE CUSTOMER MAY AT ANY TIME CONSULT THE STATUS OF HIS ORDER BY CONSULTING THE "MY ACCOUNT" SECTION. THIS MONITORING ALLOWS THE CUSTOMER TO KNOW THE PROCESSING STATUS OF HIS ORDER, BUT ALSO THE SHIPPING OR DELIVERY STATUS OF HIS PARCELS. THE CUSTOMER MAY AT ANY TIME CONTACT THE SELLER'S CUSTOMER SERVICE DEPARTMENT IN ORDER TO BE INFORMED OF HIS ORDER TRACKING, UNDER THE CONDITIONS OF ARTICLE 15 HEREOF.

4. AVAILABILITY OF PRODUCTS

THE PRODUCTS AND SERVICES ARE OFFERED WITHIN THE LIMIT OF AVAILABLE STOCKS AND THE CAPACITY OF THE SELLER.

THE SELLER MAKES FREQUENT UPDATES ON THE SITE, BUT CANNOT BE HELD RESPONSIBLE IF THE STOCK IS NOT IDENTICAL TO THE ONE INDICATED ON THE SITE.

IN THE CASE OF UNAVAILABILITY, THE SELLER UNDERTAKES TO INFORM THE CUSTOMER BY ANY MEANS AT THE SELLER'S CONVENIENCE, WITHIN EIGHT (8) DAYS FROM THE DATE OF THE ORDER AND TO NOTIFY THE CUSTOMER OF THE DELAY IN RECEIVING THE PRODUCT.

IF THE CUSTOMER SO DESIRES, HE MAY REQUEST THE CANCELLATION OF THE ORDER (REFUND BY CHECK OR BANK TRANSFER WITHIN FOURTEEN [14] DAYS) OR THE EXCHANGE OF THE UNAVAILABLE PRODUCT AGAINST ANOTHER PRODUCT BY CONTACTING THE SELLER UNDER THE CONDITIONS OF ARTICLE 8. THE SELLER CANNOT BE HELD RESPONSIBLE FOR THE NON-FULFILMENT OF THE ORDER IN CASE OF STOCK SHORTAGE OR UNAVAILABILITY OF THE PRODUCT, SO THAT NO INDEMNITY MAY ALSO BE REQUESTED FROM THE SELLER BY THE CUSTOMER IN CASE OF UNAVAILABILITY OF THE ORDERED PRODUCTS.

5. PRICING POLICY

THE PRICES OF THE PRODUCTS AND SERVICES DISPLAYED ON THE SITE ARE NET PRICES, INCLUSIVE OF TAXES AND EXCLUDING PARTICIPATION IN SHIPPING COSTS WHICH ARE BORNE BY THE CUSTOMER.

EXCEPTIONALLY, IN SWITZERLAND, PRICES OF PRODUCTS AND SERVICES DISPLAYED ON THE SITE ARE EXCLUSIVE OF TAXES AND EXCLUDING PARTICIPATION IN SHIPPING COSTS WHICH ARE BORNE BY THE CUSTOMER.

THE SELLER RESERVES THE RIGHT TO MODIFY ITS RATES AT ANY TIME. THE PRICES ARE APPLICABLE IN THE CONTEXT OF DISTANCE SELLING. THEY CANNOT, UNDER ANY CIRCUMSTANCES, BE THE SUBJECT OF AN APPLICATION REQUEST FOR ANY OTHER MODE OF SALE.

THE PRICE INDICATED IN THE PURCHASE ORDER PUBLISHED BY THE SELLER IS THE FINAL PRICE AND INCLUDES THE PARTICIPATION OF THE CUSTOMER IN THE SHIPPING COSTS.

THE PAYMENT ITSELF WILL BE DEEMED TO HAVE BEEN EXECUTED ONLY AFTER THE SELLER HAS EFFECTIVELY COLLECTED THE FUNDS.

AN INVOICE, WHICH THE CUSTOMER CAN PRINT IN THE "MY ACCOUNT" SECTION, IS ESTABLISHED BY THE SELLER AND DELIVERED TO THE CUSTOMER UPON DELIVERY OF THE PRODUCTS ORDERED.

THE SELLER WILL NOT BE OBLIGED TO PROCEED WITH THE DELIVERY OF THE PRODUCTS ORDERED BY THE CUSTOMER IF THE CUSTOMER DOES NOT PAY THE PRICE IN FULL UNDER THE CONDITIONS INDICATED ABOVE.

6. CUSTOMER'S PARTICIPATION IN SHIPPING COSTS

THE SHIPPING COSTS INCLUDE THE PARTICIPATION IN THE PROCESSING COSTS OF THE ORDER AS WELL AS THE PARTICIPATION IN THE DELIVERY COSTS.

PARTICIPATION FEES ARE FIXED AND ARE INDICATED IN THE CART DETAILS AS WELL AS IN THE ORDER SUMMARY AND ON THE INVOICE.

PARTICIPATION IN THE PROCESSING FEE IS FIXED; IT COVERS THE COSTS OF PREPARATION OF THE ORDER, ITS SPECIFIC PACKAGING AND THE INSURANCE THAT GUARANTEES THE CORRECT TRANSPORT TO THE CUSTOMER.

FOR NON-EEC COUNTRIES, ANY CUSTOMS DUTIES ARE THE RESPONSIBILITY OF THE CUSTOMER.

THE CUSTOMER ACKNOWLEDGES THAT HE IS FULLY INFORMED OF THE PARTICIPATION IN THE COSTS OF SHIPPING (PROCESSING AND DELIVERY) WHICH ARE ADDED TO THE PRICE OF THE ORDERED PRODUCTS. SEE DETAILS OF THE SHIPPING COSTS.

7. PAYMENT TERMS

7.1. THE PRICE IS PAYABLE UPFRONT, IN FULL, ON THE DAY THE ORDER IS PLACED BY THE CUSTOMER, BY WAY OF SECURE PAYMENT CHOSEN BY THE CUSTOMER FROM THE FOLLOWING MEANS:

- BY BANK CARD (VISA OR EUROCARD / MASTERCARD),
- BY CHECK, MADE PAYABLE TO SAS GROUPE PPC EXPERT BY NET. IN THIS CASE, THE ORDER WILL ONLY BE VALIDATED UPON RECEIPT AND CASHING OF THE CHECK. (AVAILABLE ONLY TO CUSTOMERS RESIDING IN FRANCE),
- BY BANK TRANSFER. IN THIS CASE, THE ORDER WILL BE VALIDATED ONLY WHEN THE TRANSFER IS RECEIVED,
- BY PAYPAL,
- IN THREE (3) INSTALMENTS, WITHOUT ADDITIONAL CHARGES, FOR AMOUNTS BETWEEN 150 € AND 1500 € AND ONLY IN FRANCE. THE TOTAL AMOUNT OF THE ORDER IS AUTOMATICALLY DIVIDED INTO THREE (3) INSTALMENTS. THE CUSTOMER WILL SEE THE PAYMENT DEADLINES. THE INTERVAL BETWEEN EACH PAYMENT IS ONE MONTH. THE 2ND AND 3RD PAYMENTS WILL BE AUTOMATICALLY MADE FROM THE ACCOUNT ASSOCIATED WITH THE BANK CARD USED BY THE CUSTOMER AT THE TIME OF PAYMENT.

7.2. IN THE CASE OF PAYMENT BY BANK CARD, THE CUSTOMER MUST PROVIDE THE NAME OF THE CARDHOLDER, THE BANK CARD NUMBER, DEPENDING ON THE TYPE OF CARD, THE EXPIRY DATE OF THE CARD AND THE CRYPTOGRAM NUMBER (3-DIGIT NUMBER ON THE BACK OF THE BANK CARD). THE CUSTOMER WILL BE AUTOMATICALLY REDIRECTED TO THE SELLER'S ELECTRONIC BANK PAYMENT SERVER.

ALL ENTERED BANK DATA ARE PROCESSED SECURELY AND ARE IMMEDIATELY ENCRYPTED. THIS INFORMATION IS ONLY ACCESSIBLE TO THE SELLER'S BANKING PARTNER SO THAT IT CAN CONTACT THE CUSTOMER'S BANK. THE CUSTOMER ACKNOWLEDGES THAT AT NO TIME WILL HIS BANKING DATA TRANSIT THROUGH THE SELLER'S COMPUTER SYSTEM, WHICH THEREFORE CANNOT BE HELD LIABLE IN THE EVENT OF FRAUDULENT REMOVAL OF CUSTOMER'S BANK DATA.

AT NO TIME MAY THE SELLER, OR ANY OTHER THIRD PARTY, ACCESS THE CUSTOMER'S BANK DATA.

IN ORDER TO GUARANTEE MAXIMUM SECURITY WHEN ORDERING, ALL BANK CARD PAYMENTS ARE SECURED BY CRÉDIT AGRICOLE'S SECURE SOCKETS LAYER (SSL) 128 SYSTEM.

THE TRANSACTION IS IMMEDIATELY DEBITED FROM THE CUSTOMER'S BANK CARD AFTER VERIFICATION OF THE CUSTOMER'S DATA. IN THE EVENT THAT THE DEBIT OF THE PRICE IS IMPOSSIBLE, THE CUSTOMER'S ORDER WILL BE CANCELLED.

7.3. IN THE CASE OF PAYMENT BY PAYPAL, THE CUSTOMER WHO CHOOSES TO PAY HIS ORDER BY PAYPAL IS AUTOMATICALLY REDIRECTED TO THE PAYPAL PAGE WHERE HE WILL HAVE TO PROVIDE HIS E-MAIL ADDRESS LINKED TO HIS PAYPAL ACCOUNT AND PASSWORD. THE COMMERCIAL CONDITIONS OF PAYPAL ARE THEN APPLICABLE. ONCE THE PAYPAL PAYMENT HAS BEEN VALIDATED, THE CUSTOMER CAN FINISH HIS ORDER ON THE SELLER'S WEBSITE.

7.4. ANY AMOUNT NOT PAID ON ITS DUE DATE WILL AUTOMATICALLY PRODUCE LATE PAYMENT INTEREST EQUAL TO THREE TIMES THE LEGAL INTEREST RATE. SUCH INTEREST SHALL BE DUE UNTIL THE DAY OF PAYMENT OF THE AMOUNT DUE FOR PAYMENT, INTEREST INCLUDED.

8. DELIVERY

DELIVERIES OF PRODUCTS ARE MADE EXCLUSIVELY IN THE COUNTRIES MENTIONED ON THE PAGE "SHIPPING FEES AND DELIVERY COUNTRIES".

DELIVERY DOES NOT INCLUDE PRODUCT INSTALLATION OR SETTING UP.

DELIVERIES ARE MADE TO THE DELIVERY ADDRESS INDICATED BY THE CUSTOMER AT THE TIME OF THE ORDER.

THEY ARE CARRIED OUT BY CARRIERS WHO ARE MANDATED TO DEPOSIT PARCELS AT THE CUSTOMER'S HOME BY APPOINTMENT OR IN A PARCEL DROP-OFF POINT.

DELIVERIES TAKE PLACE FROM MONDAY TO SATURDAY (IN MAJOR CITIES) FROM 8 AM TO 1 PM. (NO DELIVERIES ON SUNDAYS AND PUBLIC HOLIDAYS).

THE CUSTOMER MUST CHECK THE CONDITION OF THE PARCEL UPON RECEIPT FROM THE CARRIER AND REFUSE IT IN THE CASE OF DAMAGE. SKIPPING THIS VERIFICATION, THE CUSTOMER CANNOT RETURN THE PRODUCT TO THE SELLER.

PARTICIPATION IN THE COSTS OF SHIPPING, TO BE BORNE BY THE CUSTOMER, IS DETAILED IN ARTICLE 6 PROVIDED FOR THIS PURPOSE.

SHIPPING AND DELIVERY TIMES MENTIONED ON THE SITE ARE GIVEN FOR INFORMATION ONLY AND ARE SUBJECT TO AVAILABILITY.

IN THE CASE OF A FORESEEABLE EXTENSION OF THE SHIPPING TIME, THE SELLER AGREES TO INFORM THE CUSTOMER AS SOON AS POSSIBLE AND BY ANY MEANS SO THAT THE CUSTOMER CAN THEN CHOOSE TO MAINTAIN OR CANCEL ALL OR PART OF HIS ORDER.

THE SELLER SHALL NOT BE HELD LIABLE FOR THE CONSEQUENCES OF ANY EVENT BEYOND ITS CONTROL, IN PARTICULAR IN CASES OF FORCE MAJEURE OR DUE TO THE CARRIER, WHICH WOULD TEND TO DELAY OR PREVENT THE DELIVERY OF THE ORDERED PRODUCTS.

THE DELAY OF DELIVERY OR NON-FULFILMENT OF THE CONTRACT CANNOT, IN ANY CASE, RESULT IN THE PAYMENT OF DAMAGES TO THE BENEFIT OF THE CUSTOMER OR ANY THIRD PARTY ACTING ON BEHALF OF THE CUSTOMER.

IN THE CASE OF NON-RESPECT OF THE DEADLINE MENTIONED ON THE SITE, THE CUSTOMER MAY CANCEL HIS ORDER BY CONTACTING CUSTOMER SERVICE IN THE "CONTACT US" SECTION OR BY SENDING A REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT TO THE FOLLOWING ADDRESS:

GROUPE PPC - PIÈCE POINT CHAUFFE – EXPERT BY NET
213 RUE DE GERLAND BÂTIMENT A
69007 LYON
FRANCE

THE CANCELLATION WILL BE TAKEN INTO ACCOUNT BY THE SELLER ONLY IF THE PREPARATION, SHIPPING OR DELIVERY DID NOT OCCUR BETWEEN THE SENDING AND THE RECEIPT OF THE REQUEST OR THE AFORESAID LETTER.

THE CUSTOMER WILL BE REFUNDED WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REGISTERED LETTER BY THE SELLER.

THE CUSTOMER UNDERTAKES TO PROVIDE, AT THE TIME OF ORDER, ALL THE INFORMATION NECESSARY FOR DELIVERY IN ORDER TO GUARANTEE ITS SUCCESSFUL COMPLETION (IN PARTICULAR THE TELEPHONE NUMBER WHERE THE CARRIER CAN REACH THE CUSTOMER DURING THE DAY IN THE CASE OF HOME DELIVERY).

THE CUSTOMER UNDERTAKES, FOR HIMSELF OR FOR THE RECIPIENT OF THE ORDER, TO TAKE DELIVERY OF THE PRODUCTS AT THE ADDRESS THAT HE INDICATED WHEN PLACING THE ORDER.

AT THE TIME OF DELIVERY, THE CUSTOMER OR THE RECIPIENT OF THE PRODUCTS MUST BE ABLE, IF REQUESTED, TO PROVE HIS IDENTITY.

IN THE EVENT OF A DELIVERY THAT DOES NOT COMPLY WITH THE ORDER IN TERMS OF QUALITY OR QUANTITY, THE CUSTOMER MUST INFORM THE SELLER WITHIN TWO (2) DAYS AFTER RECEIPT OF THE ORDER, INDICATING THE REFERENCE OF THE ORDER AND CALLING OUR CUSTOMER ADVISERS AT +33 (0)969 328 126 (TOLL-FREE NUMBER) FROM MONDAY TO FRIDAY FROM 8 AM TO 12 PM AND FROM 2 PM TO 5 PM OR BY CONTACTING CUSTOMER SERVICE IN THE "CONTACT US" SECTION OF THE SITE OR BY MAIL ADDRESSED TO THE ADDRESS INDICATED ABOVE.

IN THE EVENT OF A DELIVERY THAT DOES NOT COMPLY WITH THE ORDER IN TERMS OF QUALITY OR QUANTITY, IF A RETURN IS NECESSARY, THE CUSTOMER MUST MAKE A RETURN REQUEST VIA THE SITE IN THE HEADING "MY ACCOUNT", "HISTORY

OF MY ORDERS", THEN IN THE DETAILS OF HIS ORDER. AFTER VALIDATION OF THIS REQUEST BY THE SELLER, THE CUSTOMER CAN DOWNLOAD A RETURN VOUCHER IN THE "PRODUCT RETURNS" SECTION, WHICH MUST BE ENCLOSED WITH THE RETURNED PRODUCT. IN THE ABSENCE OF THIS VOUCHER, THE RETURN OF THE PRODUCT CANNOT BE PROCESSED WITHIN THE NORMAL DELAYS. IN THE EVENT OF A DELIVERY THAT DOES NOT COMPLY WITH THE ORDER, COSTS OF THE RETURN POSTAGE ARE THE RESPONSIBILITY OF THE SELLER; THE CUSTOMER WILL THEREFORE RECEIVE BY EMAIL A POSTAGE-PAID ENVELOPE TO STICK ON THE PARCEL.

IF THE PRODUCT IS NOT RETURNED IN ITS ORIGINAL PACKAGING OR IF THE ORIGINAL PACKAGING IS DAMAGED, A DEDUCTION OF 25% WILL BE APPLIED. IT IS RECOMMENDED TO OVER-PACK THE PRODUCT FOR TRANSPORT.

IN THE CASE OF EXCHANGE, THE PRODUCTS MUST BE RETURNED IN THEIR ENTIRETY, IN THEIR ORIGINAL PACKAGING, IN PERFECT CONDITION, AND ACCOMPANIED BY ACCESSORIES AND ANY NOTICES.

THE INABILITY TO DELIVER THE CUSTOMER AS A RESULT OF THE CUSTOMER'S OWN ACTIONS (ABSENCE DURING A DELIVERY APPOINTMENT, NON-WITHDRAWAL OF PARCELS AFTER DELIVERY NOTICE, ETC.) ENTAILS FOR THE CUSTOMER THE LOSS OF PARTICIPATION IN SHIPPING COSTS. RETURN COSTS ARE ALSO DEDUCTED FROM THE REFUND OF THE ITEM. IF THE CUSTOMER WANTS A NEW DELIVERY, THE PARTICIPATION IN THE DELIVERY COSTS WILL HAVE TO BE PAID AGAIN BY THE CUSTOMER IN ADVANCE.

9. PERIOD OF WITHDRAWAL - RETURN OF PRODUCTS AND/OR SERVICES FOLLOWING A CHANGE OF OPINION

ALL PRODUCTS AND SERVICES MAY BE EXCHANGED OR REFUNDED WITHIN THE LEGAL AND CONTRACTUAL DEADLINES UNLESS OTHERWISE SPECIFIED.

PURSUANT TO ARTICLE L 221-18121-21 OF THE CONSUMER CODE, THE CUSTOMER HAS A WITHDRAWAL PERIOD OF FOURTEEN (14) DAYS FROM THE RECEIPT OF PRODUCTS ORDERED IN THE CASE OF ORDERING PRODUCTS, OR FROM THE DATE OF ACCEPTANCE OF THE OFFER OF SERVICES, IN THE CASE OF ORDERING SERVICES.

TO EXERCISE THE RIGHT OF WITHDRAWAL, THE CUSTOMER MUST NOTIFY THE SELLER (GROUPE PPC - PIÈCE POINT CHAUFFE - EXPERT BY NET, 213 RUE DE GERLAND, BÂTIMENT A, 69007 LYON, FRANCE) OF ITS WITHDRAWAL DECISION BY MEANS OF AN UNAMBIGUOUS STATEMENT (E.G., POSTAL LETTER, FAX OR E-MAIL).

THE CUSTOMER MAY USE THE WITHDRAWAL TEMPLATE FORM ATTACHED: [SEE THE MODEL OF WITHDRAWAL LETTER](#).

IN THE CASE OF WITHDRAWAL, THE SELLER SHALL REFUND THE CUSTOMER FOR ALL PAYMENTS RECEIVED FROM HIM, INCLUDING THE INITIAL DELIVERY COSTS, WITHOUT UNDUE DELAY AND IN ANY EVENT NO LATER THAN FOURTEEN (14) DAYS FROM THE DATE ON WHICH THE SELLER IS INFORMED OF THE CUSTOMER'S DECISION TO WITHDRAWAL.

THE SELLER WILL MAKE THE REFUND USING THE SAME MEANS OF PAYMENT THAT THE CUSTOMER USED FOR THE INITIAL TRANSACTION, NAMELY:

- CREDIT THE BANK ACCOUNT OF THE CARD USED FOR PAYMENT, IN THE CASE OF PAYMENT BY BANK CARD
- BY BANK CHEQUE MADE PAYABLE TO THE CUSTOMER, IN THE CASE OF PAYMENT BY CHEQUE OR BANK TRANSFER
- ON THE PAYPAL ACCOUNT, IN THE CASE OF PAYMENT BY PAYPAL

THIS REFUND WILL NOT INCUR ANY COSTS FOR THE CUSTOMER.

THE SELLER RESERVES THE RIGHT TO POSTPONE THE REFUND UNTIL IT HAS RECEIVED THE PRODUCTS OR UNTIL THE CUSTOMER HAS PROVIDED PROOF OF SHIPMENT OF THE PRODUCTS, THE DATE CHOSEN IS WHICHEVER OF THESE CASES THAT OCCURS FIRST.

THE CUSTOMER MUST RETURN THE PRODUCTS IN THEIR ORIGINAL PACKAGING, IN PERFECT CONDITION AND ACCOMPANIED BY ALL ACCESSORIES AND ANY NOTICES AS WELL AS THE RETURN VOUCHER, DULY COMPLETED, TO THE FOLLOWING ADDRESS: EXPERT BY NET - RETOUR, CHEZ ARHM-ATELIERS DENIS CORDONNIER, 11 CHEMIN DU PLATEAU, 69570 DARDILLY, FRANCE, WITHOUT UNDUE DELAY AND, IN ANY EVENT, NO LATER THAN FOURTEEN (14) DAYS AFTER COMMUNICATING TO THE SELLER HIS DECISION TO WITHDRAW. THIS PERIOD SHALL BE DEEMED TO HAVE BEEN FULFILLED IF THE CUSTOMER RETURNS THE PRODUCTS BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.

PRODUCTS RETURNED INCOMPLETE, RUINED, DAMAGED OR SOILED CANNOT BE TAKEN BACK.

ONLY THE PRICE OF THE RETURNED PRODUCT(S) AND INITIAL SHIPPING COSTS WILL BE REFUNDED TO THE CUSTOMER. RETURN COSTS REMAIN THE RESPONSIBILITY OF THE CUSTOMER.

TO MAKE A RETURN, THE CUSTOMER MUST FIRST MAKE A RETURN REQUEST VIA THE SITE IN THE HEADING "MY ACCOUNT", "HISTORY OF MY ORDERS", AND THEN IN THE DETAILS OF HIS ORDER.

AFTER VALIDATION OF THE REQUEST BY THE SELLER, THE CUSTOMER CAN DOWNLOAD A RETURN VOUCHER IN THE "PRODUCT RETURNS" SECTION, WHICH MUST BE ENCLOSED WITH THE RETURNED PRODUCT. IN THE ABSENCE OF THIS VOUCHER, THE RETURN OF THE PRODUCT CANNOT BE PROCESSED WITHIN THE NORMAL DELAYS.

PRODUCTS MUST BE RETURNED TO THE RETURN ADDRESS INDICATED ON THE RETURN SLIP.

IN THE CASE OF A SERVICE, IT IS DEACTIVATED AS SOON AS THE WITHDRAWAL NOTIFICATION IS RECEIVED AND THE REFUND TAKES PLACE WITHIN THE TIME INDICATED ABOVE.

10. WARRANTIES - LIABILITY

10.1 CONTRACTUAL WARRANTY GRANTED:

THE CONTRACTUAL WARRANTIES RELATING TO THE PRODUCTS, AND THEIR CONDITIONS OF APPLICATION, ARE SET BY THE SUPPLIER OF THE PRODUCT. THE CONTRACTUAL WARRANTIES ARE THEREFORE LIKELY TO BE DIFFERENT (DURATION, SCOPE, ETC.) DEPENDING ON THE PRODUCTS, SUPPLIERS, AND BRANDS. THE DETAILS OF THE WARRANTIES ARE GIVEN ON THE PRODUCT PRESENTATION FORM, ATTACHED TO THE PRODUCT, AND SPECIFIED IN THE INSTRUCTIONS FOR USE OR ANY OTHER DOCUMENT ACCOMPANYING THE PRODUCT.

THE WARRANTY PERIOD BEGINS ON THE DAY OF RECEIPT OF THE PRODUCTS.

IT MUST BE NOTED THAT THE WARRANTY ASSUMES THAT THE CUSTOMER HAS HONOURED HIS FINANCIAL OBLIGATIONS TOWARDS THE SELLER AND THAT HE USES THE PRODUCT IN A NORMAL WAY, THAT IS TO SAY IN ACCORDANCE WITH THE INSTRUCTIONS FOR USE AND MAINTENANCE OF THE PRODUCT.

GENERALLY SPEAKING, THE FOLLOWING ARE NOT COVERED BY THE CONTRACTUAL WARRANTY OFFERED BY SUPPLIERS:

- DYSFUNCTIONS DUE TO IMPROPER USE AND/OR LACK OF MAINTENANCE OF THE PRODUCT.
- DYSFUNCTIONS RELATED TO NORMAL WEAR AND TEAR OF THE PRODUCT AND REPLACEMENT OF ACCESSORIES, PARTS SUBJECT TO WEAR AND EXPENDABLE ITEMS.
- DEGRADATION DUE TO VARIOUS SHOCKS CAUSED TO PRODUCTS.

THE ROUTINE MAINTENANCE OPERATIONS (DRAINAGE, ADJUSTMENTS, SHARPENING, ETC.) DO NOT COME WITHIN THE SETTING OF THE CONTRACTUAL WARRANTY OFFERED BY THE SUPPLIERS.

REGARDLESS OF THE CONTRACTUAL WARRANTY GRANTED, THE PRODUCTS REMAIN GUARANTEED UNDER THE LEGAL GUARANTEE OF CONFORMITY AND THE LEGAL GUARANTEE OF DEFECTS AS DEFINED IN ARTICLES L.2171-4 ET SEQ. OF THE CONSUMER CODE AND 1641 ET SEQ. OF THE CIVIL CODE.

10.2 LEGAL WARRANTY OF CONFORMITY:

10.2.1. ARTICLE L217-4 OF THE FRENCH CONSUMER CODE: THE SELLER IS OBLIGED TO DELIVER GOODS IN CONFORMITY WITH THE CONTRACT AND IS LIABLE FOR ANY DEFECTS IN CONFORMITY EXISTING AT THE DATE OF ISSUE.

THE SELLER ALSO ANSWERS FOR ANY LACK OF CONFORMITY RESULTING FROM THE PACKAGING, THE ASSEMBLY INSTRUCTIONS OR THE INSTALLATION WHEN THIS WAS THE RESPONSIBILITY OF THE SELLER BY THE CONTRACT OR WAS CARRIED OUT UNDER THE SELLER'S RESPONSIBILITY.

10.2.2. ARTICLE L217-5 OF THE CONSUMER CODE: IN ORDER TO COMPLY WITH THE CONTRACT, THE GOODS MUST:

1) BE SUITABLE FOR THE USE NORMALLY EXPECTED OF A SIMILAR GOOD AND, IF NECESSARY:

- CORRESPOND TO THE DESCRIPTION GIVEN BY THE SELLER AND POSSESS THE QUALITIES WHICH THE SELLER HAS PRESENTED TO THE BUYER IN THE FORM OF A SAMPLE OR A MODEL;

- PRESENT THE QUALITIES THAT A BUYER CAN LEGITIMATELY EXPECT ACCORDING TO PUBLIC STATEMENTS MADE BY THE SELLER, THE PRODUCER OR ITS REPRESENTATIVE, IN PARTICULAR IN ADVERTISING OR LABELLING;

2) OR PRESENT THE SPECIFICATIONS DEFINED BY MUTUAL AGREEMENT BY THE PARTIES OR BE SPECIFIC TO ANY SPECIAL PURPOSE SOUGHT BY THE BUYER, BROUGHT TO THE KNOWLEDGE OF THE SELLER AND WHICH THE LATTER HAS ACCEPTED.

10.3. GUARANTEE OF HIDDEN DEFECTS:

10.3.1. ARTICLE 1641 OF THE CIVIL CODE: THE SELLER IS LIABLE FOR HIDDEN DEFECTS OF THE PRODUCT SOLD WHICH MAKE IT UNSUITABLE FOR THE USE FOR WHICH IT IS INTENDED, OR WHICH REDUCE SUCH USE SO MUCH THAT THE BUYER WOULD NOT HAVE ACQUIRED IT, OR WOULD HAVE GIVEN A LESSER PRICE IF HE HAD KNOWN OF THEM.

10.3.2. ARTICLE 1648 (1) OF THE CIVIL CODE: THE ACTION RESULTING FROM THE DEFECTS MUST BE INSTITUTED BY THE PURCHASER WITHIN TWO YEARS FROM THE DISCOVERY OF THE DEFECT.

IN THE CASE PROVIDED FOR IN **ARTICLE 1642-1**, THE ACTION MUST BE BROUGHT, UNDER PENALTY OF PRECLUSION, WITHIN ONE YEAR AFTER THE DATE ON WHICH THE SELLER CAN BE DISCHARGED FROM APPARENT DEFECTS.

10.4. IMPLEMENTATION:

10.4.1. ANY REQUEST FOR LEGAL WARRANTY UNDER THE GUARANTEE OF CONFORMITY OR HIDDEN DEFECTS MUST BE MADE TO: GROUPE PPC - PIÈCE POINT CHAUFFE - EXPERT BY NET, 213 RUE DE GERLAND, BÂTIMENT A, 69007 LYON, FRANCE AS GUARANTOR OF THE CONFORMITY OF THE PRODUCTS TO THE CONTRACT.

10.4.2. LEGAL WARRANTY OF CONFORMITY:

THE CUSTOMER HAS A PERIOD OF **2 YEARS** TO ACT, FROM THE DELIVERY OF THE **PRODUCT**.

THE CUSTOMER MAY CHOOSE BETWEEN REPAIR AND REPLACEMENT OF THE **PRODUCT**, PROVIDED THAT THIS CHOICE DOES NOT ENTAIL A MANIFESTLY DISPROPORTIONATE COST TAKING INTO ACCOUNT THE VALUE OF THE **PRODUCT** OR THE EXTENT OF THE DEFECT. THE SELLER IS THEN OBLIGED TO PROCEED, EXCEPT IN IMPOSSIBILITY, ACCORDING TO THE MODALITY CHOSEN BY THE **CUSTOMER**.

THE CUSTOMER IS EXEMPTED FROM PROVIDING PROOF OF THE LACK OF CONFORMITY OF THE **PRODUCT** DURING THE **TWENTY-FOUR (24) MONTHS** FOLLOWING THE DELIVERY OF THE **PRODUCT**.

THE LEGAL WARRANTY OF CONFORMITY APPLIES INDEPENDENTLY OF THE COMMERCIAL GUARANTEE GRANTED.

10.4.3. GUARANTEE OF HIDDEN DEFECTS:

IF THE CUSTOMER DECIDES TO IMPLEMENT THE GUARANTEE OF HIDDEN DEFECTS WITHIN THE MEANING OF **ARTICLE 1641** OF THE **CIVIL CODE**, HE MAY CHOOSE BETWEEN THE RESOLUTION OF THE SALE OR A REDUCTION OF THE SELLING PRICE IN ACCORDANCE WITH **ARTICLE 1644** OF THE **CIVIL CODE**.

10.5. IN ACCORDANCE WITH ARTICLE 2, PHOTOGRAPHS AND ILLUSTRATIONS ACCOMPANYING THE **PRODUCTS** ON THE **SITE** HAVE NO CONTRACTUAL VALUE AND THEREFORE CANNOT ENGAGE THE RESPONSIBILITY OF THE **SELLER**.

10.6. THE SELLER SHALL NOT BE HELD LIABLE OR DEFICIENT IF IT REPORTS PROOF THAT THE DELAY OR NON-FULFILMENT IS DUE TO THE OCCURRENCE OF A CASE OF FORCE MAJEURE OR IS ATTRIBUTABLE TO THE CUSTOMER.

11. AFTER-SALES SERVICE

THE SELLER ENSURES AFTER-SALES SERVICE OF THE PRODUCTS. IN CASE OF DIFFICULTIES IN THE USE OF THE PRODUCTS, THE CUSTOMER IS INVITED TO CONTACT THE SELLER EITHER BY TELEPHONE AT **+33 (0)969 328 126** (TOLL-FREE NUMBER) FROM **MONDAY TO FRIDAY** FROM **8 AM TO 12 PM** AND FROM **2 PM TO 5 PM**, OR DIRECTLY ON THE **SITE** IN THE "**CONTACT US**" SECTION.

A FIRST ASSESSMENT WILL THEN BE SENT TO THE CUSTOMER (APPLICATION OR NOT OF THE CONTRACTUAL GUARANTEE, BREAKDOWN, ETC.).

IN THE EVENT OF A PRODUCT RETURN, AND AT THE END OF THE ASSESSMENT, IF THE PROBLEM RELATED TO THE PRODUCT IS COVERED BY THE CONTRACTUAL GUARANTEE OF THE SUPPLIER, THE CUSTOMER WILL HAVE TO MAKE A RETURN REQUEST VIA THE **SITE** IN THE SECTION "**MY ACCOUNT**", "**HISTORY OF MY ORDERS**", THEN IN THE DETAILS OF HIS ORDER. AFTER VALIDATION OF THIS REQUEST BY THE SELLER, THE CUSTOMER WILL BE ABLE TO DOWNLOAD A RETURN VOUCHER IN THE "**PRODUCT RETURNS**" SECTION, WHICH HE MUST IMPERATIVELY ENCLOSE WITH THE RETURNED PRODUCT. IN THIS CASE, COSTS OF THE RETURN POSTAGE WILL BE AT THE CHARGE OF THE SELLER, THE CUSTOMER WILL RECEIVE BY EMAIL A POSTAGE-PAID ENVELOPE TO STICK ON THE PARCEL. REPAIRS WILL THEN BE MADE AND THE PRODUCT WILL BE RETURNED TO THE CUSTOMER, WITHOUT INCURRING ANY ADDITIONAL COSTS.

HOWEVER, IF THE WARRANTY DOES NOT APPLY, THE SELLER SENDS THE CUSTOMER AN ESTIMATE AND DOES THE REPAIRS ONLY AFTER RECEIVING THE AGREEMENT OF THE CUSTOMER AND THE PAYMENT CORRESPONDING TO THE ESTIMATE. THE COST OF TRANSPORTING THE PRODUCT, ROUND TRIP, SHALL ALSO BE BORNE BY THE CUSTOMER.

THE PRODUCT MUST BE RETURNED TO THE RETURN ADDRESS INDICATED ON THE RETURN SLIP WHICH MUST BE ATTACHED TO THE RETURNED PRODUCT. IN THE ABSENCE OF THIS VOUCHER, THE RETURN OF THE PRODUCT CANNOT BE PROCESSED IN THE NORMAL DELAY.

12. TITLE RETENTION

THE PRODUCTS DELIVERED AND THE SERVICES OFFERED REMAIN THE PROPERTY OF THE SELLER UNTIL FULL AND EFFECTIVE PAYMENT OF THE PRICE BY THE CUSTOMER (ACTUAL COLLECTION OF THE PAYMENT BY THE SELLER).

13. INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

THE SELLER HAS COMPUTING MEANS IN ORDER TO MANAGE THE FILES OF PROSPECTIVE CUSTOMERS AND ONLINE SALES FILES AND THUS IMPLEMENTS THE PROCESSING OF PERSONAL DATA UNDER THE LAW 78-17 OF 6 JANUARY 1978 ON INFORMATION TECHNOLOGY, DATA FILES AND CIVIL LIBERTIES, AS AMENDED.

THIS PROCESSING WAS THE SUBJECT OF REQUIRED PRIOR FORMALITIES OF THE NATIONAL COMMISSION ON INFORMATION TECHNOLOGY AND LIBERTIES (CNIL).

THE MAIN PURPOSES OF THE PROCESSING CARRIED OUT BY THE SELLER ARE TO ENSURE THE CORRECT COMPLETION OF THE DELIVERIES, TO IMPROVE THE QUALITY OF THE SERVICE, TO COMMUNICATE INFORMATION RELATING TO EXCEPTIONAL SERVICES AND OFFERS THAT MAY BE OF INTEREST TO THE CUSTOMER AND THUS BETTER MEET HIS EXPECTATIONS.

THE RECORDED INFORMATION IS RESERVED FOR THE USE OF THE SERVICES CONCERNED AND WILL UNDER NO CIRCUMSTANCES BE COMMUNICATED TO ANY PARTNERS.

WHERE APPLICABLE, THE CUSTOMER'S PERSONAL DATA MAY BE USED FOR COMMERCIAL PURPOSES BY ELECTRONIC MEANS, BY THE SELLER, SUBJECT TO OBTAINING THE CUSTOMER'S PRIOR AND EXPRESS AGREEMENT BY MEANS OF CHECK BOXES ON THE IDENTIFICATION FORM OF THE CUSTOMER.

IN ACCORDANCE WITH THE PROVISIONS OF LAW 78-17 OF 6 JANUARY 1978 ON INFORMATION TECHNOLOGY, DATA FILES AND CIVIL LIBERTIES, AS AMENDED, THE CUSTOMER HAS THE RIGHT TO OBJECT TO THE PROCESSING, AS WELL AS RIGHTS OF ACCESS, RECTIFICATION AND DELETION OF PERSONAL DATA HE IS CONCERNED BY.

THESE RIGHTS CAN BE EXERCISED BY CONTACTING:

GROUPE PPC - PIÈCE POINT CHAUFFE – EXPERT BY NET
213 RUE DE GERLAND BÂTIMENT A
69007 LYON
FRANCE

THE CUSTOMER MAY AT ANY TIME MODIFY HIS PERSONAL INFORMATION ON THE SITE IN THE "MY ACCOUNT" SECTION.

THE CUSTOMER'S PERSONAL DATA IS KEPT CONFIDENTIAL BY THE SELLER FOR A PERIOD OF TWO (2) YEARS FROM THE LAST VISIT ON THE SITE BUT CAN BE KEPT LONGER FOR LEGAL ARCHIVING REASONS.

14. INTELLECTUAL PROPERTY

ALL ELEMENTS OF THE SITE, WHETHER VISUAL OR AUDIBLE, INCLUDING THE MAINTENANCE BOOKLET AND THE UNDERLYING TECHNOLOGY, ARE PROTECTED BY THE SELLER'S INTELLECTUAL PROPERTY RIGHTS.

THEY ARE THE EXCLUSIVE PROPERTY OF THE SELLER OR THE SUPPLIERS REFERENCED BY THE LATTER.

THE CUSTOMER WHO HAS A PERSONAL WEBSITE HAS THE POSSIBILITY TO PLACE ON HIS SITE, FOR PERSONAL USE, A SIMPLE LINK DIRECTLY LEADING TO THE HOMEPAGE OF THE SITE, PROVIDED THAT HE HAS OBTAINED PRIOR WRITTEN AND EXPRESS AUTHORISATION FROM THE SELLER.

SUCH AUTHORISATION CAN UNDER NO CIRCUMSTANCES BE REGARDED AS AN IMPLICIT AGREEMENT OF AFFILIATION.

ALL HYPERTEXT LINKS TO THE WEBSITE THAT USE TECHNIQUES SUCH AS "FRAMING" OR "DEEP-LINKING" ARE STRICTLY FORBIDDEN.

IN ANY CASE, ANY LINK, EVEN EXPRESSLY AUTHORISED, MUST BE REMOVED AT THE REQUEST OF THE SELLER.

15. CUSTOMER RELATIONS – TELEPHONE ADVISERS

FOR ANY QUESTIONS OR PROBLEMS ENCOUNTERED, THE CUSTOMER MAY CONTACT TELEPHONE ADVISERS AT **+33 (0)820 209 524 (0.12 € INCL. TAX/MIN.)** FROM MONDAY TO FRIDAY FROM 8 AM TO 12 PM AND 2 PM TO 5 PM.

THE CUSTOMER MAY, AT ANY TIME, CONTACT THE SELLER THROUGH THE "CONTACT US" SECTION OF THE SITE.

16. LINKS TO OTHER WEBSITES

THE WEBSITE WWW.EXPERTBYNET.COM MAY CONTAIN LINKS TO OTHER WEBSITES.

THE SELLER CANNOT BE HELD RESPONSIBLE FOR THE CONTENT AND OPERATION OF THESE SITES, AS WELL AS ANY DAMAGES OR LOSS (VIRUSES, ETC.) OF ANY KIND WHATSOEVER SUFFERED BY THE CUSTOMER DURING A CONNECTION TO THESE SITES.

17. ENTIRE AGREEMENT

IN THE EVENT THAT ONE OF THE CLAUSES OF THESE GENERAL TERMS AND CONDITIONS IS NULL AND VOID, EITHER DUE TO A CHANGE IN LEGISLATION, OR A CHANGE IN REGULATION OR BY A COURT DECISION, THIS WOULD HAVE NO EFFECT WHATSOEVER ON THE VALIDITY OF THE PRESENT GENERAL TERMS AND CONDITIONS.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

ALL THE CLAUSES IN THESE GENERAL TERMS AND CONDITIONS AND ALL THE SALES TRANSACTIONS REFERRED TO HEREIN ARE SUBJECT TO FRENCH LAW.

IN THE CASE OF DISPUTE, AN AMICABLE SOLUTION WILL BE SOUGHT BETWEEN THE PARTIES. THE CUSTOMER IS INFORMED OF THE POSSIBILITY OF USING, IN THE EVENT OF DISAGREEMENT, FREE OF CHARGE, A CONVENTIONAL MEDIATION PROCEDURE PROPOSED BY THE SELLER OR ANY OTHER ALTERNATIVE MEANS OF DISPUTE SETTLEMENT.

IN ACCORDANCE WITH THE PROVISIONS OF THE CONSUMER CODE CONCERNING "THE PROCESS OF MEDIATION OF CONSUMER DISPUTES", THE CUSTOMER HAS THE RIGHT TO MAKE FREE USE OF THE MEDIATION SERVICE OFFERED BY EXPERT BY NET®. THE CONSUMER MEDIATOR THUS PROPOSED BY THE SELLER IS MEDICYS.

THIS MEDIATION SYSTEM CAN BE REACHED:

- BY ELECTRONIC MEANS: WWW.MEDICYS.FR;
- OR BY POST: **MEDICYS - CENTRE DE MÉDIATION ET RÈGLEMENT AMIABLE DES HUISSIERS DE JUSTICE - 73, BOULEVARD DE CLICHY, 75009 - PARIS - FRANCE**

IN ACCORDANCE WITH ARTICLE L 612-2 OF THE FRENCH CONSUMER CODE, ONE OF THE PRIOR CONDITIONS FOR MEDICYS' EXAMINATION OF THE DISPUTE IS THE FOLLOWING: THE CONSUMER MUST PROVE THAT HE HAS ATTEMPTED TO RESOLVE HIS DISPUTE IN ADVANCE BY CONTACTING THE SELLER'S CUSTOMER SERVICE, BY A CLAIM BROUGHT BY MAIL OR ELECTRONIC MAIL.

FAILING AGREEMENT WITHIN A PERIOD OF 2 MONTHS FROM THE NOTIFICATION OF THE DISPUTE TO THE OTHER PARTY, ALL DISPUTES TO WHICH THIS CONTRACT MAY LEAD TO, CONCERNING THE OPERATIONS REFERRED TO HEREIN, ITS VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, AND CONSEQUENCES SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

SEE PREVIOUS VERSIONS OF THE GENERAL TERMS AND CONDITIONS:

[CGV 2014](#)

[CGV 2012](#)

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