

## GENERAL TERMS AND CONDITIONS OF SALE

### Applicable to consumers

**1. IDENTITY OF THE SELLER.** GROUPE LDLC (Our Company), owner of the LDLC websites (the Websites), a limited company (S.A.) with a Management Board and Supervisory Board and a share capital of 1,110,919.68 euros, whose head office is located at 2 rue des Érables CS21035 - 69578 LIMONEST Cedex (telephone number + 33 (0)4.72.52.37.77), registered with the Lyon Trade and Companies Register under number B 403 554 181 (VAT FR 26 403 554 181 - BE 863 283 964).

**2. SCOPE OF THE TERMS AND CONDITIONS.** These General Terms and Conditions of Sale (GTCS) are applicable to all sales completed with consumers on the Website. You agree that the information requested with a view to conclude the contract or information forwarded during the implementation of the contract can be electronically submitted. The GTCS may be modified at any time and without notice by Our Company, the changes are then applied to all subsequent orders. The applicable GTCS are those in force at the date of the order, they are sent by email with the invoice.

**3. ORDERS.** The product's main features can be found in the "Product data sheet". Our Company can update, improve its product information sheets, and withdraw products from sale. The duration of availability on the market of the spare parts essential for using the goods is communicated when we are informed by the manufacturer. For products not stored in our warehouses, our offers are valid subject to supplier availability. Delivery restrictions can be found in the Product information sheet. It is your responsibility to find out from your country's local authorities about possible limitations of import or use regarding the products or services you are planning to order. Any abnormal order or order placed in bad faith, any fraud or attempted fraud, any incident of payment pertaining to the price of an order may lead to the deactivation and/or deletion of the customer account in question and/or the rejection of the order.

**4. STEPS TO CONCLUDE THE CONTRACT.** When ordering online for the first time, every new customer must create a "Customer Account"; a login "Login" and a password are requested and must contain at least six alphanumeric characters. At each order validation, you will be redirected to your account via a secure connection acting as a reminder of the contents of your order. Your order can be changed at any time before its final validation. It will be definitively registered only after various information has been provided and final validation. The order placed on our Website is automatically cancelled failing receipt of the payment. French is the only language proposed to conclude the contract. Our Company archives purchase orders and invoices on its servers (a copy can be issued upon request in exchange for the costs of reproduction). The contract is validly concluded due to the "double-click" procedure (verifying the details of your order and its total price and correcting any errors before confirming the order and thereby expressing your acceptance). The fact that your order has been placed is confirmed through an email automatically generated by our Website which is sent to the email address registered when creating the customer account.

**5. PRICES.** The prices listed on the Website are in Euros (except for Switzerland - Website.ch), VAT included, and delivery costs excluded. Delivery costs are automatically calculated depending on each order; they can be found on your order summary before it is definitively registered. For deliveries outside the French territory, the provisions of the General Tax Code pertaining to VAT are applicable. Any order delivered outside mainland France may be subjected to local taxes, customs duties, dock dues and customs clearance costs upon delivery. Their acquittal is borne by you and remains your responsibility. Check with the competent authorities of the country of delivery.

**6. PAYMENT.** No settlement paid to Our Company can be considered as a deposit.

#### 6.1. Payment methods

The accepted methods of payment are listed on the Website's "Payment methods" page. You cannot ever, on the grounds of a claim, retain full or part of the amounts due, nor carry out a compensation claim. Any delay in the full or partial payment of an instalment upon expiration can lead Our Company to – from this fact alone and without the need for prior notice – immediately suspend deliveries without you being entitled to claim any compensation. As part of the fight against fraud, Our Company may ask you to justify of your identity, your home, and the means of payment used. In this case, your order will be processed as of the date of receipt of these documents. Failing receipt of these supporting documents or if the supporting documents received are deemed noncompliant, the order may be cancelled, and the account blocked.

**7. DELIVERY TIMES.** Where there is no indication, Our Company delivers the goods without undue delay and no later than thirty days after the contract has been concluded. Delivery is made to the address that you specified when placing the order. In the event of unavailability of the goods or in the event of a Seller's breach of their delivery obligation, the Customer may implement the provisions referred to in Article L216-6 of the French Consumer Code.

**8. TRANSPORT.** The risk of loss of or damage to the goods shall pass to

you or a third party, other than the carrier proposed by Our Company and designated by you, when you assume physical possession of said goods (Article 216-4 of the French Consumer Code). It is recommended you refuse the delivery if the package has been damaged, opened, or repackaged and if remarks to express dissatisfaction have not been formulated on the delivery slip. We invite you to immediately check the contents of the parcel and contact Our Company if a product proves to be damaged or missing in relation to the pre-delivery slip. We recommend you reiterate your remarks expressing dissatisfaction by recorded delivery letter to the carrier within three days from the date of receipt, to allow for maintaining the right of legal recourse against the latter (Article L133-3 of the Commercial Code).

**9. CONTACT AND AFTER-SALES SERVICE.** For any request you may have, we invite you to contact our services by logging on to our website and by going to the "HELP CENTER" page, or by calling at +33 (0)4 27 46 6000 or by writing to us at GROUPE LDLC, 2 rue des Erables CS21035 - 69578 LIMONEST Cedex – FRANCE.

#### 10. WITHDRAWAL.

**10.1.** Right of withdrawal: you have the right to withdraw from this contract without giving any reason within fourteen days.

**10.2.** Withdrawal period: the withdrawal period expires fourteen days after the day on which you, or:

- In the case of a sales contract: a third party other than the carrier designated by you takes physical possession of the goods.
- In the case of a contract for several goods ordered by the consumer in a single order and if these goods are delivered separately: a third party other than the carrier and designated by you takes physical possession of the latter goods.
- In the case of a contract for the delivery of a good in several packs or pieces: a third party other than the carrier and designated by you takes physical the last batch or piece.

**10.3.** Notification: To exercise your right of withdrawal, you must notify Groupe LDLC - Customer service - CS21035 - 2 rue des Erables - 69578 Limonest cedex - mail: support@ldlc.com, your decision to withdraw from this contract by means of an unambiguous statement (e.g.: letter sent by post, fax, or e-mail). You can use the model withdrawal form below, but it is not mandatory. For the withdrawal period to be respected, it is sufficient to send your communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

**10.4.** Withdrawal effects: If you withdraw from this contract, we will refund all payments received from you, including delivery costs (except for any additional costs arising from the fact that you have chosen a delivery method other than the one described above, delivery method other than the cheaper standard delivery method offered by us) without undue delay and in any event no later than fourteen days from the day we are informed of your decision to withdraw from this contract. We will make the refund using the same means of payment that you used for the initial you used for the original transaction, unless you expressly agree to a different method; in any case, this refund will not result in any refund will not incur any costs to you. We may defer the refund until we have received the goods, or you have provided us with until we have received the goods, or you have provided proof of dispatch of the goods, whichever is earlier.

You must return the goods to us at the following address: GROUPE LDLC, 10 rue du Maine - 38070 Saint-Quentin Fallavier - France, accompanying the returned product with any useful information about your contact details and your order; without undue delay and, in any event, no later than fourteen days after you have informed us of your decision to withdraw from this contract. This period is deemed to have been respected if you return the goods before the expiry of the fourteen-day period.

**10.5.** Costs: You will be responsible for the direct costs of returning the goods to us. These costs can be estimated on the website of LA POSTE (<https://www.laposte.fr/particulier>) by clicking on "calculate a rate". If, in the case of an off-premises contract, the good, due to its nature, cannot normally be returned by post and has been delivered to the consumer's home at the time of conclusion of the contract we will collect the goods at our own expense.

**10.6.** Liability: Your responsibility is only engaged regarding the depreciation of the good resulting from handling other than that deemed necessary to establish the nature, characteristics, and proper functioning of this foresaid good.

**10.7.** Withdrawal form (model): To be completed only if you want to withdraw from contract.

For the attention of GROUPE LDLC – Customer service – CS21035 – 2 rue des Erables – 69578 Limonest Cedex, France – e-mail: [support@ldlc.com](mailto:support@ldlc.com):

I/We (\*) hereby notify you of my/our (\*) withdrawal from the sale contract of the goods/service (\*) below:

Customer no.:

Order no.:

Ordered on (\*)/Received on (\*):

Customer name/First name:

Customer(s) address:

Customer(s) signature (only in case of notification of this form on paper):

Date:

(\*) Delete as appropriate.

**10.8.** Exclusions: The right of withdrawal cannot be exercised on contracts referred to in Article L221-28 of the French Consumer Code.

**11. WARRANTY.** When a problem arises with an equipment, we invite you to contact our contact our after-sales department by visiting our Website and using the "HELP CENTER" webpage.

#### 11.1. Legal guarantees

The consumer has a period of two years from the delivery of the good to obtain the implementation of the legal guarantee of conformity in case of a defect of conformity. During this period, the consumer is only required to establish only the existence of the lack of conformity and not the date of its appearance.

When the contract of sale of the goods provides for the supply of a digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee is applicable to this digital content or service throughout the period of supply provided. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or service and not the date of its appearance of the defect.

The legal guarantee of conformity entails an obligation for the retailer to provide all the updates necessary to maintain the conformity of the good.

The legal guarantee of conformity gives the consumer the right to the repair or replacement of the good within a period of thirty days following his request, free of charge and without major inconvenience for him.

If the good is repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial warranty.

If the consumer asks for the repair of the good, but the seller imposes a replacement, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the good.

The consumer may obtain a reduction in the purchase price by keeping the good or terminate the contract by getting a full refund against the return of the goods, if:

1° The retailer refuses to repair or replace the goods;

2° The repair or the replacement of the good takes place after a thirty-day period;

3° The repair or replacement of the goods causes a major inconvenience for the consumer, when the consumer definitively bears the cost of taking back of the nonconforming good, or if the consumer bears the cost of the repaired or replacement good installation;

4° The non-conformity of the good persists despite the attempt of the retailer to bring it into conformity remained unsuccessful.

The consumer also has the right to a reduction in the price of the goods or to the resolution of the contract when the lack of conformity is so serious that it justifies the reduction of the price or the resolution of the contract to be immediate. The consumer is then not required to request the repair or replacement of the goods beforehand.

The consumer does not have the right to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the good for its repair or replacement suspends the warranty that was still to run until the delivery of the goods in good condition.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

The seller who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee of [articles 1641 to 1649 of the French civil code](#), for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the good is kept or to a full refund against the return of the good.

#### 11.2. Commercial guarantees

Any commercial guarantee applies without prejudice to the consumer's right to benefit from the legal guarantee of conformity, under the conditions provided for in Articles L217-1 to L217-32 of the French Consumer Code, and that relating to hidden defects, under the conditions provided for in [Articles 1641 to 1649 of the French Civil Code](#). It applies in addition to the rights of the consumer under the legal guarantee of conformity for the entire conformity during the whole duration of the latter.

**11.3. Manufacturer's commercial warranty.** Some manufacturers offer a specific warranty (assumption of responsibility for the warranty directly by the manufacturer, or on-site warranty, or specific warranty extension). Our Company shall not be held responsible for any failure on the part of the manufacturer under this warranty.

**11.4. Our Company's commercial warranty.** As from April 27, 2023, the products sold by Our Company to consumers benefit from a three-year warranty free of charge (legal guarantee 2 years + commercial warranty contract 1 year). See appendix Commercial warranty contract applicable to consumers only.

**12. TITLE RETENTION CLAUSE.** The goods delivered and invoiced to you shall remain the property of our company until full payment of their price is done. Failure to pay the full amount may result in Our Company reclaiming the goods, the return being immediate, and the goods delivered at your expenses and risks. The period between the delivery and the transfer of ownership, the risks of loss, theft, or destruction, as well as damage that you may cause remain at your expense.

#### 13. DATA PROTECTION

**13.1. Data controller:** Our Company

**13.2. Data Protection Officer (« DPO »):** [dpo@groupe-ldlc.com](mailto:dpo@groupe-ldlc.com) or GROUPE LDLC, DPO, 2 rue des Érables CS21035 - 69578 LIMONEST Cedex - FRANCE

**13.3. Purposes and legal basis of processing:** Our Company collects information about you when you create your Customer Account. This information allows us to carry out operations relating to customer management, marketing purposes, commercial statistics, the management of requests for access, rectification and opposition, the management of unpaid bills and litigation, the management of promotional operations, and the management of notices. This data may be used to send information and promotional offers from the LDLC Group, which you can unsubscribe from at any time by unchecking the option on the My Account / Manage my Newsletter subscriptions page. The legal basis for this data processing is the execution of these GTC. Prospecting operations relating to similar goods and products are based on the legitimate interest of our Company. Other prospecting operations are based on your consent.

**13.4. Category of recipients:** our Company's departments, our subcontractors, the authorities and auxiliaries of justice legally entitled to receive communication.

**13.5. Criteria used to determine retention periods:** Your data will only be retained for the time necessary to achieve the above-mentioned purposes, and in accordance with the legal retention rules applicable to commercial matters.

**13.6. Right of data subjects:** You have the right to access, rectify, portability and erasure of your personal data. You can also request the limitation of the processing of data concerning you. You may also, for legitimate reasons, object to the processing of data concerning you and have the right to withdraw your consent at any time when the processing of personal data implemented is based on it. The consumer is informed of the possibility of registering on the Bloctel list of opposition to telephone solicitation. Finally, you have the possibility to lodge a complaint with the competent supervisory authorities in matters of personal data protection.

**13.7. Exercising your rights:** To exercise your rights:

- Use the dedicated form: <https://www.ldlc.com/en/help/220-personal-data-access-and-rectification/> or
- Write to [dpo@groupe-ldlc.com](mailto:dpo@groupe-ldlc.com) or to GROUPE LDLC, DPO, 2 rue des Érables CS21035 by specifying your name(s), first name(s), customer number. - 69578 LIMONEST Cedex.

For further information, please consult our privacy policy at <https://www.ldlc.com/en/help/70-privacy-policy/>

#### 14. ENVIRONNEMENT

**14.1 Unique identifiers (IDU).** Our company is registered with the Agence De l'Environnement et de la Maîtrise de l'Energie (ADEME, French Environment and Energ):

- Adelphe: FR203361\_01UJXS
- Citeo: FR231876\_03WRNK
- Ecologic: FR002401\_05C8AK
- Ecomaison: FR002401\_10GDRL and FR231876\_12ZRJU

- Screlec: FR002401\_063TQM
- Refashion: FR231876\_11NISR

**14.2 Free returns.** In accordance with French regulations and for the products concerned, our Company takes back free of charge or has a third party take back free of charge, on our behalf, the waste generated by electrical and electronic equipment which the consumer discards, within the limit of the quantity and the type of equipment sold or of the products it replaces. For further information on the returns system: <https://www.groupe-ldc.com/offrir-une-seconde-vie-a-son-produit-usage/> (French language only). For other countries, please contact us to let us check the mandatory governing law. We inform you of the obligation not to dispose of the above-mentioned waste with household waste, - that collection systems are at your disposal - the potential effects of the dangerous substances present in certain waste on the environment and human health. You are informed of the unit costs incurred for the elimination of historical WEEE through the eco-contribution.

**15. MEDIATION.** In accordance with the provisions of the French Consumer Code pertaining to the amicable settlement of disputes, Our Company is registered with the FEVAD's Arbitration Board (Fédération du e-commerce et de la vente à distance) whose contact details are as follows: BP 20015 – 75362 PARIS CEDEX 8, France – <https://www.mediateurfevad.fr>. After a letter sent to Our Company by consumers, the Arbitration Board may be referred to for any consumer dispute the settlement of which was unsuccessful. To know the procedures for bringing a case before the Arbitration/Mediation Board: <http://www.mediateurfevad.fr/index.php/espace-consommateur/>. The consumer is also informed of the existence of the online platform provided by the European Commission the purpose of which is to collect potential claims derived from online purchases by European consumers and to forward the cases received to the competent national Arbitration Boards: <http://ec.europa.eu/consumers/odr/>. Our Company is a member of the FEVAD whose codes of good conduct are available on their Website.

**FINAL STIPULATIONS.** Our Company shall archive purchase orders and invoices on a reliable and long-lasting support constituting a faithful copy, in accordance with the provisions of Article 1348 of the French Civil Code. The computerized records of Our Company shall be considered by the parties as proof of the communications, orders, payments, and transactions occurred between the parties, unless there is evidence to the contrary. French law is applicable without, however, blocking the application of the essential legislative rights granted to consumers or a more protective mandatory law brought before a foreign judge by a consumer of the country in question. If one of the clauses or provisions of these General Terms and Conditions of Sale were to be cancelled or declared illegal by a final judicial decision, this invalidity or illegality shall in no way affect the other clauses and provisions, which continue to apply.

## Commercial Warranty Contract

Applicable as of April 27, 2023, to the consumers

The commercial guarantee applies without prejudice to the consumer's right to benefit from the legal guarantee of conformity, under the conditions provided for in this chapter, and that relating to hidden defects, under the conditions provided for in [Articles 1641 to 1649 of the French Civil Code](#).

Our Company's commercial warranty allows you to add 1 year (free of charge) after the legal guarantee of conformity of 2 years applicable to consumers to your product.

- Repair or modification of the product by anyone other than LDLC or the manufacturer's authorized technical service department.

### 1. WHAT IS THE PURPOSE OF THE WARRANTY?

The purpose of this agreement is to refund the purchase price, replace or repair the product or any other service related to the product, or any possible requirement not related to conformity and stated in the commercial warranty, in addition to the seller's legal obligations to guarantee the conformity of the product.

### 2. WHO IS THE GUARANTOR?

- Name: **GROUPE LDLC (« LDLC » or « Our Company »)**
- Postal address: **2 RUE DES ÉRABLES CS21035 69578 LIMONEST CEDEX France**
- Phone number: **+33 (0)4 27 46 60 00**
- Other means: <https://www.ldlc.com/en/help/57-contact-us/>

### 3. HOW TO USE THE LDLC COMMERCIAL WARRANTY?

In case of dysfunction, please attach the purchase invoice of the concerned product and contact us at <https://www.ldlc.com/en/help/57-contact-us/>

After diagnosis, the defective product can be repaired, at LDLC's discretion:

Within 3 years after delivery:

- A repair.
- Failing that, a replacement based on equivalent or superior characteristics and within the limit of the product's initial price.
- Failing that, a refund.

When the product is not repairable and is replaced or is subject to a credit note or refund, the returned product is transferred to LDLC.

### 4. HOW MUCH DOES THE WARRANTY COST?

The 3-year commercial warranty is free and applies by default to all products sold by LDLC.

### 5. HOW LONG IS THE WARRANTY?

The product is guaranteed:

- The first two (2) years by the legal guarantee of conformity
- The third year by the free LDLC commercial warranty

In case of transfer of the product, the present commercial warranty can be transferred; the new purchaser will benefit from the present warranty for the remaining period of warranty, provided he/she is in possession of the original proof of purchase of the product. Only the original customer is entitled to the credit.

### 6. WHAT IS THE TERRITORIAL SCOPE OF THE WARRANTY?

The commercial warranty is applicable to all products purchased from LDLC regardless of the country. In the event of a change of geographical location in relation to the initial order, the customer will be responsible for the return transport costs.

### 7. WHAT ARE THE WARRANTY EXCLUSIONS?

Batteries, which by their very nature are subject to ageing which leads to a reduction in their autonomy, as well as consumables, are guaranteed within the limits of the warranty initially offered by the manufacturer.

The products sold by third-party sellers on the LDLC marketplace, as well as second-hand products sold by GROUPE LDLC, are excluded.

A breakdown declared after the end of the warranty period is not covered by the warranty.

A product with a warranty exclusion is not covered by the warranty, regardless of the dysfunction of the product.

Only the invoice holder, i.e., the end user who purchased directly from GROUPE LDLC, benefits from the 3-year commercial warranty provided by GROUPE LDLC (exclusion in case of resale by the initial customer to a third party).

#### Cases of exclusion of the warranty:

- Damage resulting from use that does not comply with the recommendations in the manual or the manufacturer's instructions.
- Damage resulting from a shock, a physical alteration or an external cause (lightning, water damage or any other case of force majeure).
- Damage resulting from oxidation due to exposure to liquid or wet conditions.
- Damage resulting from oxidation due to exposure to liquids or wet conditions; Identification of the product due to the absence or deletion, total or partial, of its serial number.
- Dirt on the product as a result of not following the cleaning or ventilation requirements.