

## GENERAL TERMS AND CONDITIONS OF SALE

### Applicable to consumers

**1. IDENTITY OF THE SELLER.** GROUPE LDLC (Our Company), owner of [www.sollari.com](http://www.sollari.com) (the Site), is a public limited company with a board of directors with a share capital of € 1,137,979.08 whose head office is located at 2 rue des Erables - CS21035 - 69578 LIMONEST Cedex (telephone number + 33 (0)4.72.52.37.77), registered at the Companies Register of Lyon 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 (GTC) are applicable to all the sales completed with consumers on the Site. You agree that the information requested with a view to conclude the contract or those forwarded in the course of its execution can be electronically submitted. The GTC may be modified at any time and without notice by Our Company, the changes are then applied to all subsequent orders. The applicable GTC 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 data 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 the products not stored in our warehouses, our offers are valid subject to supplier availability. Delivery restrictions can be found in the Product data 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 can 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 on line for the first time, every new customer must create a "Customer Account"; a login and a password containing at least six alphanumeric characters are requested. 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 recorded only after various information has been provided and final validation. The order placed on our site 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 taken into account is confirmed through an email automatically generated by our Website which is sent to the email address recorded when creating the customer account.

**5. PRICE.** The prices listed on the site are in Euros (except for Switzerland), VAT included (only for EU countries from the eurozone and Switzerland) and delivery costs excluded. Delivery costs are automatically calculated depending on each order; they can be found on your order summary before its final recording. 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 borne by you and is 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. The accepted means of payment are listed

on the Website's "Payment methods" page. You cannot, on the grounds of a claim, retain full or part of the amounts due, nor carry out a compensation. 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 non-compliant, 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. Delivery means transfer to the consumer of the physical possession or control of the goods. In the event of late delivery, you can resolve the contract in accordance with the provisions of Article L.216-2 of the 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 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 compared to the pick list. We recommend you reiterate your remarks to express dissatisfaction by recommended letter to the carrier within three days from the date of receipt, in order to allow for the conservation of recourse against the latter (Article L133-3 of the Code of Commerce).

**9. CONTACT AND AFTER-SALES SERVICE.** For any request, we invite you to contact our services by login on to our Website and by going to the HELP page on <https://www.solaari.com>, or by writing to us at GROUPE LDLC, 2 rue des Erables CS21035 - 69578 LIMONEST Cedex, France.

**10. WITHDRAWAL.** Under the conditions laid down by Articles L221-18 and in accordance with the Consumer Code you have a period of withdrawal of 14 days from the date the goods were delivered. For orders containing several goods delivered separately, the period of withdrawal beings to run from the day the buyer, or a third party other than the carrier and designated by it, takes physical possession of the last good. To exercise the right of withdrawal, you must notify Our Company of your decision to withdraw by a statement devoid of any ambiguity. To this end, it is recommended that you use the electronic Withdrawal Form available on the CONTACT space or appended to these Terms and conditions. As of the notification of withdrawal, you have a period of 14 days to return, at your expense, the goods to our logistics warehouse located in Gennevilliers, France. In order to ensure better traceability of the return, it is recommended that you use the return voucher which will be sent to you by our Customer Service and which will contain the exact address for the return of the product. Failing that, you can return the product to our logistics warehouse GROUPE LDLC, Route Principale du Port / 2 rue des Mercières – 92230, Gennevilliers, FRANCE, without forgetting to communicate with the returned product any useful information regarding your contact details and your order. The costs related to the shipment of your goods, as part of this request for withdrawal, are at your expense. The cost of returning the goods when they cannot, due to their nature, be returned by regular post, is listed on our Website (FAQ or HELP page). The buyer's liability may be established in the event of a depreciation of the goods resulting from handling other than what is necessary to ascertain the nature, the features and the proper functioning of the goods. If a buyer withdraws, Our Company reimburses him all the payments received from him, including the costs of delivery, excluding the additional costs arising from the fact that the buyer has chosen, if applicable, a delivery method

different to the less expensive delivery method proposed by Our Company at the time of order; it is generally Livraison Relais or, if this method is not proposed, home delivery. The products' return costs are borne by the customer; their amount depends on the carrier chosen by the customer, weight and distance; it is possible to perform an estimate of the return costs on the French post office Website (<https://www.laposte.fr/particulier>) by clicking on "calculate a price". The cost of returning the product when it cannot, due to its nature, be returned by regular post can be provided for information purposes only by contacting us. Our Company shall refund within 14 days of the notification of withdrawal by using the same means of payment than the one used for the original transaction, unless the buyer expressly agrees to use another means of payment. Specific payments made by virtual credit card shall be subject to a refund by bank transfer. Our Company may withhold the reimbursement until it has received the goods or a proof of the shipment of the goods, the chosen date being that of the first occurrence. The only accepted "proof of shipment of the goods" is the dispatch receipt provided by the carrier. The right of withdrawal may be exercised in the cases provided for by Article L221-28 of the Consumer Code and in particular regarding: - the supply of goods made according to consumer specifications or significantly tailored, such as parts assembled at the request of the buyer; - products which, due to their nature, may not be re-shipped or are likely to deteriorate or expire rapidly such as ink cartridges, CD or DVD boxes, etc. - Contracts for the provision of audio or video recordings or computer software when they were unsealed by the consumer; - unsealed products which cannot be returned for sanitary or health protection reasons; - sales concluded in shops; - purchases made by professionals.

**11. WARRANTY.** When a problem arises with an equipment, we invite you to contact our After Sales Department by visiting our Website and using the HELP page.

**11.1. Legal guarantees.** The manufacturer's commercial guarantee or that of Our Company does not preclude the legal guarantee provided by Articles L. 217-4 to L. 217-12 of the Consumer Code and the one pertaining to defects in the object of purchase, in accordance with the conditions laid down in Articles 1641 to 1648 of the Civil Code.

#### **Legal guarantee of Compliance (French Consumer Code)**

*Article L217-4:* The seller is bound to provide goods that are in compliance with the contract and is liable for any compliance deficiencies existing at the time of delivery.

It shall also be responsible for any non-compliance resulting from the packaging, or from the instructions concerning assembly or installation if the seller is responsible for this under the terms of the sale contract or if it took place under its responsibility.

*Article L217-5:* The goods are in compliance with the contract:

1° If they are suitable for the use ordinarily expected of similar goods and, if relevant: - they comply with the description given by the seller and possess the qualities which the seller has presented to the consumer as a sample or model; - they present the qualities that a buyer may legitimately expect in light of the public declarations made by the seller, the producer or their representative, for example in advertising material or labelling;

2° Or if they have the features defined by mutual agreement between the parties or are suitable for any special requirement sought by the buyer which was made known to the seller and which the latter agreed to.

*Article L217-12:* Legal actions resulting from the non-compliance of goods are time-barred at the end of two years as of the delivery of the goods.

#### **Legal guarantee against hidden defects for products sold (Civil Code):**

*Article 1641:* The seller is bound to a guarantee against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

*Article 1644:* Under Articles 1641 and 1643, the buyer has the choice either to return the thing and to have the price returned to him or to keep the thing and have a part of the price returned to him.

*Article 1648 Paragraph 1:* An action resulting from redhibitory vices must be brought by the buyer within two years from the discovery of the vice.

**12. RESERVATION OF OWNERSHIP.** The goods which will be delivered and invoiced to you will remain the property of Our Company until full payment of their price. Failure to pay the entire amount may result in the reclaiming of the goods by Our Company, with immediate restitution and delivery of the goods at your expense, risk and peril. During the period between the delivery and the transfer of ownership, the risk of loss, theft or destruction, as well as the damage that you might cause, remain your responsibility.

**13. DATA PROTECTION.** Our Company collects information about you when creating your Customer Account. This information allows us to perform operations such as customer management, prospecting, business statistics development, management of requests for access, rectification and opposition, management of outstanding payments and opinion management. This data can be used by Groupe LDLC to send information and promotional offers, from which you can unsubscribe at any time by unchecking the option on the My Account / Manage my newsletter subscriptions page. The legal basis for the processing of this data is the scope of these General Terms and Conditions of Sale. Prospecting operations relating to goods and similar products are based on the legitimate interest of Our Company. Other prospecting operations are based on your consent. The recipients of your data are Our Company's services, our sub-contractors and judicial authorities and their auxiliaries legally entitled to receive such communication. Your data shall be retained only as long as necessary for the fulfilment of the above-mentioned purposes, and in accordance with applicable conservation and management rules. In accordance with the provisions of the Data Protection Act of 6 January 1978 (amended) and the General Data Protection Regulation, you have the right to access, amend, oppose or delete the data that concerns you. You

#### **Legal guarantee of compliance (see texts of references below):**

When you act in legal guarantee of compliance, you:

- Get a period of 2 years from the date of delivery of the goods to act (Article L217-7 of the Consumer Code)
- Can choose between repairing or replacing the goods, subject to certain conditions of cost provided for by Article L.217-9 of the Consumer Code
- Are exempted to produce a proof of the existence of the defect of compliance during the twenty-four months following the delivery of the goods (Article L217-7 of the Consumer Code), and six months for second-hand goods.

The legal guarantee of compliance applies independently of the commercial guarantee or the potentially provided manufacturer's warranty.

#### **Legal guarantee against hidden defects for products sold:**

You can decide to implement the legal guarantee against hidden defects for objects of purchase (Article 1641 of the Civil Code). Under these circumstances, you can choose between the resolution of the sale or a reduction of the selling price (Article 1644 of the Civil Code).

can also request the processing of data concerning you be limited. For more information or to exercise your rights, write to [dpo@groupe-ldlc.com](mailto:dpo@groupe-ldlc.com) or GROUPE LDLC, 2 rue des Erables CS21035 - 69578 LIMONEST Cedex France. Your request should specify your name(s), first name(s), customer number and include a copy of your proof of identity. You can also, for legitimate reasons, oppose the processing your personal data and have the right to withdraw your consent at any time when the processing of personal data is based upon it. The consumer is informed of the possibility to subscribe to

the Bloctel list against telephone solicitation. Finally, you have the possibility to file a claim with data protection supervisory authorities.

**14. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE).** Our Company takes back free of charge or has a third parties take back free of charge on its 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. To this end, contact our Customer Service. We inform you of - the requirement not to dispose of WEEE with household waste, - that collection systems are your disposal - the potential effects of the dangerous substances present in the WEEE 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. 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 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. In accordance with the provisions of the Consumer Code pertaining to the amicable settlement of disputes, Our Company is registered with the FEVAD's Arbitration Board (Federation of e-commerce and mail-order selling) whose contact details are as follows: 60 rue de la Boétie – 75008 Paris, France – <http://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 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. For Our Company, refraining from invoking any of the clauses herein at any given time shall not constitute a waiver of its right to invoke these same clauses at a later date.

#### **Withdrawal form template**

(Please complete and return this form only if you wish to withdraw from the contract)

For the attention of GROUPE LDLC – Information commandes, 2 rue des Erables CS21035 - 69578 LIMONEST Cedex France :

I/We\* hereby notify my/our\* withdrawal from the contract pertaining to the sale of the goods hereinafter referred to.

Customer No:

Order No:

Ordered on\*/Received on\*:

Last name/First name:

Address:

Signature

Date

\*Delete as appropriate