

GENERAL TERMS AND CONDITIONS OF SALE

Applicable to consumers

1. IDENTITY OF THE SELLER. GROUPE LDLC (Our Company), owner of www.solaari.com (the Website), is a public limited company with a board of directors and a share capital of € 1,110,919.68 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 (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 on 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 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 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. PRICE. 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. The accepted means 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 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. 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 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 the 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 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 Code of Commerce).

9. CONTACT AND AFTER-SALES SERVICE. For any request, we invite you to contact our services by logging 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.

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:

- If it is a sales contract: a third party other than the carrier designated by you takes physical possession of the good.

- If it is a contract for several goods ordered by the consumer by means of 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 goods in several packs or pieces: a third party other than the carrier and designated by you takes physical possession as from the delivery of the last packet or piece.

10.3. NB: to exercise the right of withdrawal, you must notify SOLAARI – Customer Service – CS21035 – 2 rue des Erables – 69578 Limonest cedex – email: support@ldlc.com, of your decision to withdraw from this contract by means of an unambiguous statement (for example, letter sent by post, fax or e-mail). To do so, you may 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 your right of withdrawal before the expiry of the withdrawal period.

10.4. Effects of withdrawal: In the event of you withdrawing from this contract, we will refund all payments received from you, including delivery costs (with the exception of additional costs arising from the fact that you have chosen, where applicable, a delivery method other than the less expensive standard delivery method offered by us) without undue delay and in any event, no later than fourteen days from

the day on which we are informed of your decision to withdraw from this contract. We will process the refund using the same payment method that you used for the original transaction, unless you expressly agree to a different method; in any case, this refund will not incur any costs for you. We may defer the refund until we have received the goods or until you have provided proof of shipment of the goods, the retained date being the first one to take place.

You must return or return the goods to us at the following address: SOLAARI, Centre de retour, 3 rue Olivier de Serres, 44 119 Grandchamps Des Fontaines - 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 have to bear the direct costs of returning the goods. 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 goods, due to their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of conclusion of the contract, we will recover 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.

10.7The following model withdrawal form to be completed and returned only if you wish to withdraw from the contract.

For the attention of SOLAARI – Customer Service – CS21035 – 2 rue des Erables – 69578 Limonest cedex – mail: support@ldlc.com:

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the good (*)/for the provision of services (*) below:

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

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

Date:

(*) Delete as appropriate.

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

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

11.1Legal warrantees. The manufacturer's commercial warranty or that of Our Company does not preclude the legal warranty 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.

The consumer has a period of two years from the delivery of the good(s) to obtain the implementation of the legal warrant of conformity should a lack of conformity occur. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its occurrence.

Where the contract for the sale of the goods provides for the continuous supply of digital content or a digital service for a period exceeding two years, the legal warranty shall apply to that digital content or digital service throughout the stated period of supply. During that period, the consumer is required to establish only the existence of the lack of conformity affecting the digital content or digital service and not the date of its occurrence.

The legal warranty of conformity entails an obligation for the professional, if necessary, to provide all the necessary updates to maintain the conformity of the good(s).

The legal warranty of conformity gives consumers the right to repair or replace the good(s) within thirty days of their request, free of charge and without major inconvenience to the aforementioned.

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

If the consumer requests that the goods be repaired, but the seller imposes a replacement, the legal warranty of conformity is renewed for a period of two years from the replacement date of the goods.

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

1 ° The professional refuses to repair or replace the good(s).

2° The repair or replacement of the good(s) takes place after a period of thirty days.

3° The repair or replacement of the good(s) causes a major inconvenience for the consumer, in when the consumer definitively bears the costs of taking back or removing the non-conforming goods, or if they bear the costs of installing the repaired or replacement good(s).

4° The non-conformity of the good persists despite the seller's unsuccessful attempt to ensure compliance.

The consumer is also entitled to a reduction in the price of the goods or to the termination of the contract when the lack of conformity is so serious that it justifies the reduction of the price or the immediate termination of the contract. The consumer is then not obliged to request the repair or replacement of the goods beforehand.

The consumer is not entitled to the cancellation of the sale if the lack of conformity is minor.

Any period of immobilization of the good(s) with a view to its repair or replacement suspends the remaining warranty until the delivery of the restored good.

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

The seller who obstructs, in bad faith, the implementation of the legal warranty of conformity incurs a civil fine of up to €300,000, which can be increased up to 10% of the average annual turnover ([Article L. 241-5 of the Consumer Code](#)).

The consumer also benefits from the legal warranty of hidden defects pursuant [to Articles 1641 to 1649 of the Civil Code](#), for a period of two years from the discovery of the defect. This legal warranty entitles you to a price reduction if the good is kept or to a full refund if the good is returned.

12. RESERVATION OF OWNERSHIP. The goods 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 if 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 can also request the processing of data concerning you be limited. For more information on how to exercise your rights, write to 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 of 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. ENVIRONMENT

14.1. Unique Identifiers (IDUs). Our company is registered with the Environment and Energy Management Agency (ADEME) under the following unique identifiers:

- Adelphe: FR203361_01UJXS
- Citeo: FR231876_03WRNK
- Ecologic: FR002401_05C8AK
- Ecomaison : FR002401_10GDRL et FR231876_12ZRJU
- Screlec: FR002401_063TZM
- 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 more information on the returns system: <https://www.groupe-ldlc.com/offrir-une-seconde-vie-a-son-produit-usage/> (French 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. 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: BP 20015 – 75362 PARIS CEDEX 8 – <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 find out more about 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.