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L'AQUAPHILE
WATER LOVER & WATER POWER

# General Terms and Conditions of Sale

These General Terms and Conditions of Sale (hereinafter "GTCS") are offered by L'AQUAPHILE sarl, a limited liability company with capital of 32,000 euros, registered in the Ajaccio Trade and Companies Register under number 414 513 119 RCS Ajaccio, with its registered office at 38 allée du maquis 20166 Pietrosella France (hereinafter "L'Aquaphile" or "we").
Its contact details are as follows
- Telephone number: +33 9 53 85 76 60 from abroad.
- E-mail address: contact@aquaphile.fr
L'Aquaphile specialises in the sale of innovative products and services for the nautical world, including the sea and rivers (hereinafter referred to as "the Products").

## Article 1 – Application and enforceability of the GTCS

These GTCS apply to all orders for Products or Services placed with L'Aquaphile, from 1 January 2018, by customers aged over 18 (hereinafter "the Customer" or "you").
They are intended to govern the relationship between L'Aquaphile and the Customer.
Please read these GTCS carefully, print them out and save them on a durable medium before placing your order. The customer acknowledges that they have read the GTCS on a durable medium before validating their order and accept them in full and without reservation.

## Article 2 – Terms and conditions for concluding the sales contract

Products:

The illustrations or photos of the Products offered for sale have no contractual value.
A pro forma invoice, quotation or commercial proposal is sent to the Customer together with these GTCS.

The Customer is obliged to place his/her order by specifying, in particular, the correct data enabling him/her to be identified, i.e. surname and first name, email address, billing address and place of delivery of the order.
All orders imply the buyer's unreserved acceptance of these general terms and conditions of sale.

If a Product is unavailable after the order has been placed, the Customer will be informed by e-mail.
The Customer may make changes, corrections, additions or cancel the order until it has been validated.
The Customer therefore undertakes to inform L'Aquaphile of any change in billing and/or delivery details that may occur between the order and delivery. Failing this, in the event of a delay and/or error in delivery, the Customer will be liable for all costs incurred in re-sending the said Product(s).

Offers made by our agents or by telephone do not constitute a commitment on our part until they have been confirmed in writing.

Services:

The sale is complete and the price is due when there is agreement on the item and the price. This agreement is evidenced by the sending to the customer of a quotation or pro forma invoice and the receipt of the order placed by the customer, received and acknowledged in due form, in particular by e-mail.

**Article 3 – Prices and payment terms**

Prices are stated on the websites, on specific price lists, quotes or pro formas sent to the Customer.
The prices of the Products, Services and any additional costs associated with the purchase are indicated in a clear and comprehensible manner on the order summary or pro-forma invoice. Placing an order automatically implies that the Customer confirms this summary and these general terms and conditions of sale.

Our invoices are payable either in cash or on the due date indicated on the pro-forma invoice or e-mail.
In the event of late payment, interest on arrears, set at one and a half times the legal interest rate plus 2 points, will be charged automatically from the payment date indicated on the invoice or from the due date of an unpaid bill, even in the absence of a protest. Their payment is subject to the prior sending of a formal notice.
Delays in payment accepted by us shall automatically give rise to compensation set at 1.5 times the legal interest rate.

**Article 4 - Retention of title clause**

In accordance with the provisions of French Law 80/335 of 12th of may 1980, we remind you that our Products remain the property of the seller until full payment of the price.
In particular, in the event of deferred payment, ownership of the goods delivered is not transferred to the buyer until full payment has been received.
However, the risks will be transferred to the buyer as soon as the goods are made available.
Acceptance of our bills of exchange does not constitute a novation or derogation to the above clause.

**Article 5 - Delivery**

Unless there is a prior agreement with the Customer, L'Aquaphile manages the shipping of the Products ordered and acts as an intermediary to communicate to the Customer the details of the carrier, including its name, the number of the parcel, the date and time of delivery, as far as possible.
With no contractual exception, transport and delivery costs are payable by the Customer (carriage forward, ex-works 69330 Pusignan) and are added to the price of the order. They are calculated according to the dimensions and weight of the Product and the place of delivery.
The Products ordered are delivered to the address indicated by the Customer on the order.
L'Aquaphile makes every effort to ensure that the shipping and transport procedures are carried out in the best possible conditions.
Delivery times and transport times are given for information only and do not constitute any commitment on our part.
Whatever the mode of transport, and even if the Products are sent carriage paid by the seller, they always travel at the buyer's risk.
Unloading of the Products is always at the customer's expense.

**Article 6 - Transfer of risks, transport, customs, insurance**

Unless otherwise stipulated, all our sales are made ex works, under the Incoterm ex-works 69006 Lyon or 20166 Pietrosella France (the right place is defined in the quotation or proforma invoice), and consequently the buyer bears the risks of the goods as soon as they are made available in accordance with the ICC 1990 Incoterms.
All handling, transport, customs and insurance operations are at the expense and risk of the purchaser, who is responsible for checking shipments on arrival and for reserving any recourse against the carriers, even if the shipment has been made carriage paid, notwithstanding the present general conditions of sale.

**Article 7 - Right of withdrawal**

The Customer has a period of fourteen (14) clear days from the conclusion of the contract to exercise their right of withdrawal, without having to justify their decision or pay any penalties.
If he/she wishes to exercise his/her right of withdrawal, the Customer must inform L'Aquaphile of his/her decision to withdraw from the contract by presenting an explicit statement to this effect, for example, a letter sent by registered post with acknowledgement of receipt or an e-mail with acknowledgement of receipt.

The form and any other explicit statement indicating the Customer's wish to withdraw may be sent by post to the following address: L'Aquaphile, 14 quai du Général Sarrail 69006 Lyon, France.
The declaration of withdrawal may also be sent by email to contact@aquaphile.fr
In the latter case, L'Aquaphile will immediately send the Customer an acknowledgement of receipt of the cancellation on a durable medium or by electronic mail to the email address provided at the time of registration.

The Customer must return the Product(s) to L'Aquaphile without undue delay and at the latest within fourteen (14) days of communicating their decision to withdraw.
To exercise his/her right of withdrawal, the Customer will bear the direct costs of returning the Products to the following address: L'Aquaphile, 14 quai Sarrail 69006 Lyon, France, specifying return to L'Aquaphile.
The Products must be returned in good condition and with all packaging and accessories, even if the Product(s) has/have been unpacked.
If the Customer exercises their right to cancel, L'Aquaphile will reimburse them for the price paid, with the exception of delivery and return costs, and at the latest within fourteen (14) days from the date of receipt of the returned goods.
The refund will be made using the same method of payment as that chosen by the Customer for the initial transaction, unless the Customer expressly agrees to L'Aquaphile using another method of payment, and insofar as the refund does not incur any costs for the Customer.
In the event of depreciation of the Product resulting from handling other than that necessary to establish the nature, characteristics and correct operation of the Product(s), the Customer may be held liable.

**Article 8 - Warranties**

All Products offered for sale by L'Aquaphile are subject to the legal guarantee provided by articles L.211-1 et seq. of the French Consumer Code and to the guarantee against hidden defects provided by articles 1641 et seq. of the French Civil Code: *(Tentative translation)*
*When acting under the legal guarantee of conformity, consumers have a period of two years from delivery of the goods in which to take action; they may choose between repairing or replacing the goods, subject to the cost conditions set out in article L.211-9 of the French Consumer Code; except for second-hand goods, they are exempt from proving the existence of the lack of conformity of the goods during the six months following delivery of the goods, a period extended to 24 months from 18 March 2016.*
*The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted. The consumer may decide to invoke the guarantee against hidden defects in the item sold under article 1641 of the Civil Code, unless the seller has stipulated that it will not be obliged to provide any guarantee; in the event that this guarantee is invoked, the buyer may choose between rescinding the sale or reducing the sale price in accordance with article 1644 of the Civil Code. He has a period of two years from the discovery of the defect.*
*The postponement, suspension or interruption of the limitation period may not have the effect of extending the extinctive limitation period beyond twenty years from the date on which the right arose, in accordance with article 2232 of the Civil Code.*

On arrival, it is the customer's responsibility to check the condition of the Products before unloading them. He alone is qualified to make reservations with the carrier.
In the event of non-conforming delivery or delivery subject to dispute, all complaints must be sent to us in writing within fourteen days of receipt of the goods.

**Article 9 - Customer Service**

For any request for information, clarification or complaint, the Customer must contact, as a priority, L'Aquaphile's customer service, in order to allow the latter to attempt to find an amicable solution.

L'Aquaphile's customer service is available Monday to Friday from 9am to 5pm using the contact details given in the preamble.

## Article 10 - Liability, force majeure

L'Aquaphile may not under any circumstances be held liable for any non-performance or poor performance of all or part of the contract, which is attributable either to the Customer or to the unforeseeable and insurmountable act of a third party outside the contract, or to a case of force majeure.
The Customer acknowledges that L'Aquaphile may under no circumstances be held responsible in the event of damage occurring during the use of the Product and linked to improper handling or use not provided for in the Product user guide.

## Article 11 - Personal data and intellectual property

In accordance with the French law of 6 January 1978 relating to information technology, files and civil liberties, the Customer is informed that the information requested is obligatory in order to enable L'Aquaphile to process and execute the orders placed.
The Customer has a right of opposition, access, rectification and deletion of personal data concerning him/her, which he/she may exercise under the conditions provided for by law by sending an email to L'Aquaphile specifying his/her first and last name and email address.
It is strictly forbidden to transmit false and/or invented and/or imaginary data. L'Aquaphile reserves the right to prosecute any violation and any fraudulent action against itself and/or at the expense of other Customers.
L'Aquaphile cannot be held responsible for any errors that may be contained in documents sent to Clients due to omissions in the data provided by the Client at the time of registration or solicitation.
No information concerning the Customer will be transmitted to third parties, except possibly to L'Aquaphile's service providers for the sole purpose of carrying out the services and within the limit of the information strictly necessary for this purpose.

L'Aquaphile is the owner of all intellectual property rights relating to its Products as well as the photographs, logos and brands published on L'Aquaphile's documentation and websites, in accordance with articles L.111-1 et seq. of the French Intellectual Property Code. Any reproduction, representation, modification or adaptation of all or part of these elements, on any medium whatsoever, by any means whatsoever, is strictly forbidden without the prior written authorisation of L'Aquaphile, in accordance with article L.122-4 of the French Intellectual Property Code.

## Article 12 - Applicable law and jurisdiction

These GTCS are subject to and governed by French law. In the event of a dispute, the French courts shall have sole jurisdiction.
In the event of a dispute or disagreement relating to the formation or performance of the order or contract, the Commercial Court of Lyon shall have sole jurisdiction. This clause shall apply even in the event of summary proceedings, incidental claims or multiple defendants and regardless of the method and terms of payment.

In accordance with article L152-1 of the French Consumer Code, we remind you that "any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of a dispute between him and a professional. To this end, the professional guarantees the consumer effective recourse to a consumer mediation scheme".
The Customer may usefully refer to the list of mediators set up on the consumer mediation website accessible at the following address: http://www.economie.gouv.fr/mediation-conso
It should be noted that mediation is not compulsory, but is only offered as a means of resolving disputes by avoiding recourse to the courts.