

Terms and conditions e-Robertet

website www.e-robotet.com

Version applicable from July 1, 2023

1. LEGAL STATEMENT

The products on the "e-robotet".com website are supplied by one of the ROBERTET Group companies identified below (hereinafter referred to individually as the "Vendor") :

- Company name: = ASTIER DEMAREST
- Company form: Simplified joint stock company (SAS)
- Share capital: €700,000.00
- Grasse Trade and Companies Register: 415 550 086
- Registered office: 60 Route de la Paoute, 06130 Grasse
- Contact by email : please use our contact form
- VAT number : FR62415550086

Website (the " Website "): www.e-robotet.com

Name of website publication director or co-editor: Julien Maubert

Name, address and business telephone number of website host: Group DIS, 28 rue des Arts, 59 800 Lille, France

2. SCOPE OF APPLICATION

Scope. These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") apply to all sales made by the Vendor through the Internet site accessible at e-robotet.com (hereinafter referred to as the " Website") of products made on this Website dedicated to professionals to any individual or legal entity acting within the scope of its professional or commercial activity (hereinafter referred to as the "Customer"). The General Terms and Conditions, together with the order form, express the entirety of the obligations of the Parties. All other terms and conditions, in particular the Customer's general terms and conditions of purchase, are not enforceable against the Vendor. Catalogs, advertisements, price lists, websites and notes are for information purposes only and are not contractually binding. As such, they may be modified by the Vendor without prior notice.

Customer capacity. The Customer acknowledges that he/she has the capacity required to contract and purchase the products offered on the Website within the exclusive framework of his/her professional activity. Consequently, if the order is placed on behalf of a company or any other legal entity, the individual placing the order declares that he/she is empowered to bind said entity under the terms of the GTCS and the order form. Where applicable, the Customer shall designate the said entity.

Acceptance. The Customer accepts the GTCS by checking the "I accept the GTCS" box when placing an order on the Site.

Electronic transmission. The Customer accepts that the information requested for the conclusion of the contract or that sent during its execution may be transmitted electronically.

Availability. The General Terms and Conditions of Sale are made available on the Vendor's website; they may be modified by the Vendor at any time and without prior notice, the modifications then being applicable to all subsequent orders. The applicable GCS are those in force on the date the order is placed. The Customer may download them in PDF format.

3. ORDERS

Essential characteristics. The essential characteristics of the products are presented on the Website. The Seller may update and improve its product sheets and withdraw products from sale. Product offers are valid as long as they are visible on the Website, while stocks last. When the Customer registers the order and selects a method of payment, the sale is deemed concluded (agreement on goods and price). The order is automatically cancelled in the absence of the Customer's bank details or payment agreement on the secure payment site. The order will only be processed once payment has been validated by the Vendor. Orders transmitted to the Vendor are irrevocable for the Customer upon validation of payment by the Vendor. Any request to modify the composition or volume of an order placed by a Customer can only be taken into account if the order has not yet been processed by the Vendor's computer system and if the request is made in writing (via the [contact form](#) or to the Customer's usual advisor) and confirmed in writing by the Vendor's services.

To enter into this contract electronically, the Customer must complete the following steps:

- Creation of a Customer account with certification by the Customer to the Vendor that he/she is a professional carrying out his/her activity in a professional capacity;
- Identification via the Customer account;
- Selection of products in the cart;
- Order validation;
- Checking the order and correcting any errors;
- Order confirmation;
- Acceptance of terms and conditions;
- Payment of order.

The Customer has the opportunity to check the details of his/her order and its total price, and to correct any errors before confirming it to express his/her final acceptance. The Vendor acknowledges receipt of the order without undue delay, by electronic means, to the e-mail address provided by the Customer. The Customer undertakes to provide a correct and active e-mail address, to which he may have access throughout the duration of his contractual relationship with the Vendor. Thus, the Customer acknowledges that all e-mails sent to the e-mail address provided to the Vendor will be deemed to have been received. Only the French and English languages are available for the conclusion of the contract. In the event of any contradiction between the French and English versions of the GCS, the French version shall prevail.

The Customer may receive two invoices if he purchases products from the two Vendors mentioned in the legal notice.

Order cancellation. Any abnormal or bad faith order, any fraud or attempted fraud, any incident of payment of the price of an order may result in the deletion and/or deactivation of the Customer's account and/or the refusal of the order.

4. PRICE

The Vendor's price list does not constitute a sale. Products are sold at the prices in force on the Website at the time the order is registered by the Vendor.

All prices are net in euros, VAT and all other taxes, freight and insurance costs not included, from the Seller's warehouse. Any tax, duty or other charge to be paid in application of French regulations, or those of an importing country or a country of transit, are the responsibility of the Customer. Unless otherwise specified, the currency of account, invoicing and payment under the GTCS is the euro. Prices may be adjusted automatically to take account of any changes in applicable tax legislation. The prices quoted include any discounts and reductions that the Vendor may grant on the basis of its results or the assumption by the Customer of certain services. No discount will be

granted for early payment. The Vendor does not manage any outstanding balances, unless accepted in writing by the Vendor.

The products remain the property of the Vendor until full payment of the price, even if they have been delivered to the Customer, whatever the Incoterm used for the transaction.

5. PAYEMENT

The price is payable in full on the day the order is placed. The means of payment accepted are : Credit card, Visa card, Diners, Mastercard. Any payment made to the Vendor shall not be considered as a deposit. The Vendor reserves the right, in the event of a payment incident or failure to comply with the payment conditions set out above, to suspend or cancel the delivery of current orders placed by the Customer. Except in the case of an exception of non-performance for a sufficiently serious breach of an essential obligation of the Vendor raised under the conditions defined in article 1219 of the Civil Code, the Customer may never, on the grounds of a claim made by him, withhold all or part of the sums due by him, nor operate a set-off.

6. DELIVERY and TRANSPORT

The Seller is responsible for shipment by the carrier of its choice, without modifying the rules below. Products ordered will be delivered EXW Incoterms 2020. Additional shipping costs, calculated according to weight and place of delivery, are the responsibility of the Customer.

Delivery restrictions. Delivery restrictions are indicated at the latest at the beginning of the order process. It is the Customer's responsibility to check with the local authorities in his/her country for any restrictions on importing or using the products he/she intends to order.

Unless otherwise specified by the Customer, the Vendor will deliver the product without undue delay and no later than thirty days after the conclusion of the contract. Failure to meet delivery deadlines will not give rise to cancellation of the order. Delivery is made to the address indicated by the Customer when placing the order. Delivery refers to the transfer of physical possession or control of the product to the consumer.

In the event of unavailability of the product or in the event of failure by the Vendor to meet its delivery obligation, the Customer may obtain a refund of the price of the product, without the Customer being entitled to claim damages for any reason whatsoever.

Receipt of goods. It is reminded that any risk of loss or damage to the products is transferred to the Customer at the moment when the latter or a third party designated by him, and other than the carrier proposed by the Vendor, takes physical possession of these products.

On receipt of the goods, the Customer must immediately check their condition, quantity and conformity with the contract. Without prejudice to the measures to be taken with regard to the carrier, in the event of apparent defects or missing products, any claim, of whatever nature, concerning the products delivered, will only be accepted by the Vendor if it is made in writing within 3 days of delivery of the products. It is the Customer's responsibility to provide proof of any defects or shortages. In this case, the Customer may request the replacement of non-conforming items and/or any additional items required to make up for shortages, at the Vendor's expense, without the Customer being entitled to claim any compensation or to cancel the order. Unconditional acceptance of the products ordered covers any apparent defect or shortage. Complaints made by the Customer in accordance with the terms and conditions described in the present article do not suspend payment by the Customer for the goods concerned.

Delivery time is given as an indication and for information only; they depend in particular on the carriers. The Seller endeavours to respect the delivery times indicated in accordance with the logistical lead times used in the industry. Even in the event of written acceptance of firm deadlines, the Vendor is automatically released from any commitment relating to deadlines in the following cases: technical contingencies, failure of the Vendor's suppliers, stock shortage, failure of the carrier, force majeure, acts of God, inaccuracy or failure to provide information by the Customer, deadline deferred at the request of the Customer, non-payment or incomplete payment, delays linked to customs formalities. If the Vendor is unable to supply the product ordered, he will inform the Customer and offer delivery of an equivalent product or reimbursement.

7. AFTER-SALES SERVICE CLAIMS

Complaints. All claims, whatever their nature, relating to a defect in the goods delivered, an inaccuracy in quantities, an apparent defect, a shortage, an erroneous reference in relation to the offer accepted or the confirmation of the order by the Vendor, must be made in writing within 3 days of receipt of the goods, without neglecting recourse against the carrier, failing which the right to claim will cease to exist. It is the Customer's responsibility to provide full proof of any such claim. The Customer must allow the Vendor to carry out all on-site verification operations relating to complaints.

Product return procedure. The labels affixed to all product packaging and containers are essential for the warranty. Packaging must be kept in perfect condition. In the opposite case, the Customer cannot benefit from his right to claim. Any return of merchandise requires the Vendor's prior agreement and a return number. The Customer will receive a return authorization by the means deemed most appropriate by the Vendor. The Customer has 7 days following receipt of the return authorization to return the defective goods to the Vendor. Failure to comply with these stipulations will result in refusal of the returned parcel. Goods are returned at the Customer's expense. However, the cost of returning the goods once the after-sales service has been carried out is the responsibility of the Vendor. In the absence of an agreement concerning the return of goods, any goods returned will be held at the disposal of the Customer at the Customer's expense, risk and peril, all transport, storage and handling costs being borne by the Customer.

8. LIABILITY

The Vendor's liability to the Customer is limited to compensation for direct damages resulting from the improper performance of its contractual obligations. Subject to mandatory legal provisions, the total and cumulative liability of the Vendor, whatever the cause, is limited to the amount paid by the Customer to the Vendor in respect of the order concerned. Under no circumstances shall the Vendor be liable for indirect and/or immaterial or moral damages, in particular financial or commercial damages such as loss of profit, loss of order, operating loss, loss of data, loss of earnings, damage to image, interruption of service, or damages of the same nature resulting from a claim brought against the Vendor by the Customer for damages suffered by a third party. In any event, the Vendor is released from all liability and cannot be held liable for compensation in cases of force majeure. The Customer agrees to waive all recourse against the Vendor or its insurers by its insurers or third parties contractually linked to it. Any action against the Vendor must be brought within twelve (12) months of the damaging event.

9. JURISDICTION AND APPLICABLE LAW

All disputes relating to the formation, performance and termination of contractual obligations between the parties which cannot be settled amicably shall be submitted to the jurisdiction of the Commercial Court of the defendant in whose jurisdiction the Seller's registered office is located, irrespective of the conditions of sale, the place of order or delivery, and the accepted method of payment, even in the event of a warranty claim or multiple defendants. The attribution of jurisdiction is general and applies whether the claim is a principal claim, an incidental claim, an action on the merits or a summary proceeding. This contract is governed by French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded. The fact that either of the Parties does not avail itself at a given time of any of the clauses herein shall not constitute a waiver of its right to avail itself of said clauses at a later date.