

## DEVIALET TERMS AND CONDITIONS OF SALE

### 1) General

The website Devialet, which can be found at <http://devialet.com> is a publication created, developed and operated by Devialet (« Devialet »), a French corporation registered under n° B 502 155 682, with principal offices located 10, Place Vendôme 75001 Paris, France.

By purchasing and accepting delivery of products (hereafter the “Products”) supplied by Devialet, the customer, a physical person, at the exclusion of legal entities (hereafter the “Customer”), agrees to be bound by these terms and conditions of sale (hereafter the “General Terms of Sale”). These General Terms of Sale shall apply if accepted by the Customer, either electronically or via a signed agreement with Devialet, to this sale of Products and/or any services rendered by Devialet (hereafter the “Services”).

Devialet reserves the right to modify the present General Terms of Sale at any time and at its sole discretion. The updated General Terms of Sale will apply to any new offer or order, whatever was the anteriority of the relations between Devialet and the Customer.

Unless proved otherwise, the data registered on the site <http://devialet.com> can establish the proof of all the transactions which happened between Devialet and the Customer.

### 2) Order and payment

#### - Placing an order :

2.1. The orders are made on the site <http://devialet.com>.

2.2. The Customer must verify the details of the order and the prices in effect on Devialet’s Web Store to be paid and must correct its possible errors before confirmation of the order (hereafter the “Order Confirmation”). This Order Confirmation represents the validation of the order by Devialet, subject to the effective payment of the purchase by the Customer. The conditions of an offer can be modified as long as the Customer did not confirm his order.

2.3. Devialet reserves the right to modify the prices in effect of the Products at any time. In any case, the price to be paid by the Customer for the purchase of a Product shall be the price mentioned in the Order Confirmation made by the Customer according to the prices in effect on Devialet’s Web Store. .

2.3. Devialet will send to the Customer the Order Confirmation by electronic way.

2.4. Invalid information provided by the Customer will result in delays in the treatment of the order, and Devialet shall not be liable towards the Customer for such delays.

- Stock limits and fraud control:

2.5. The Customer acknowledges that the Products are offered for sale subject to the limits of available stocks of Products.

2.6. If a Product is no longer available in Devialet's stocks, Devialet will do its best efforts to inform such lack of availability to the Customer prior to the Order Confirmation.

2.7. Devialet also reserves the right to cancel or to refuse to carry out any order in case of an incomplete order made by the Customer while registering information on Devialet's Web Store (e.g.: illegible order, defect of essential information,...), or, in case of order made by an insolvent Customer or with whom there would have been prior payment issues or dispute with respect of a previous order. In such event, an e-mail will be sent to the Customer. In order to prevent any case of fraud, Devialet is entitled to (i) request further information from a Customer and/or (ii) limit an abnormally high amount of order(s).

2.8. Thus, receipt of an order by Devialet does not automatically result in its acceptance by Devialet. Devialet reserves the right to limit the quantity of order of Products and the right to refuse to sell Products to any Customer in regard of the aforementioned provisions. If an order cannot be carried out or is cancelled by Devialet, Devialet will notify this to the Customer by using the e-mail address provided by the Customer. The Customer will not be charged if his order has been cancelled or cannot be carried out by Devialet. If the Customer was already charged for an order which is later cancelled or which cannot be carried out, Devialet will make a total refund.

- Payment:

2.9. Various secure methods of payment are possible for the purchase of Products made on Devialet's Web Store, including payments by credit cards and debit cards. Devialet will charge the Customer only once it has placed an order for a Product through the Services as formalized by the Order Confirmation. Devialet will not fulfill any Product order until payment has been validated and has become effective.

### 3) Delivery and return of Products

- Territories covered:

3.1. Devialet only accepts Orders for delivery in the following territories: Europe (including Swiss). The list of eligible countries is subject to modification from time to time by Devialet. Orders for countries not included in the list cannot be proceed by Devialet at the moment.

- Delivery of the Products:

3.2. An order will be proceeded in regard of an indicative delivery date as exposed in the Order Confirmation (depending on the carrier in charge of the delivery and the Customer's location), unless there is an event outside Devialet's control. In such case, if

Devialet cannot respect the estimated delivery date, Devialet will contact the Customer with a revised estimated delivery date.

3.3. The delivery will be fulfilled when the Products are delivered to the delivery address indicated by the Customer by the carrier upon its own responsibility.

3.4. If nobody is available at the Customer's address to take the delivery, Devialet's proposed carrier shall leave a card informing that Products were returned to their local depot. If a Product is returned to the depot, the Customer shall contact the carrier to settle a new delivery by using details of the card.

- Customer's duties:

3.5. If the Customer fails to collect the Product or accept delivery within the number of days of their availability as communicated by the carrier or Devialet (at a depot for example), Devialet reserves the right to terminate the order, and subsequently reimburse the Customer and resell the Product, unless the Customer notified to Devialet his will to settle a new delivery.

3.6. Notwithstanding the legal warranties attached to any Product based on the applicable law, the Customer shall verify the conformity of the delivered Product in regard of the Order Confirmation.

3.7. Therefore, if the Product or the packaging of the Product is damaged on delivery or in case of non-conformity of the Product in regard of the Customer's Order Confirmation, it is the Customer's responsibility to decline the delivery.

3.8. The Customer shall verify this Product's conformity within five (5) days from the date of reception of the Product and shall express any claim to Devialet at:

**support@devialet.com** or by sending a cancellation request letter to DEVIALET – Support client – 126, rue Réaumur 75002 Paris

3.9. Any Product damaged during transport or non-conform Product in regard of the Order Confirmation, and whose delivery has been declined by the Customer will be replaced or refund by Devialet at no extra cost. Such return of Products shall be made through Devialet's Customer Service and/or, in any case, according to Devialet's instructions and requirements, notwithstanding the application of clause 5.5 of these General Terms of Sale.

3.10. If the Customer fails to decline the delivery of a damaged or non-conform Product or a damaged packaging within this five (5) days period, replacement or refund of the Product will be at Devialet's discretion and might incur charges for the Customer.

#### 4) Ownership and Risk

- Retention of title:

4.1. Unless otherwise specified by Devialet in writing, title to the Products shall pass to the Customer when all sums due by the Customer to Devialet are paid. Devialet reserves the right to retake Products at Customer's expenses or suspend a delivery, in case of default of a complete payment.

4.2. Customer will own the Products only once Devialet has received payment in full, including all applicable delivery charges.

Transfer of risks:

4.3. Risk of loss will pass to Customer on delivery of the Products to the address for delivery stated in the Confirmation of Order.

#### 5) Right of withdrawal

- Period of exercise of the right of withdrawal:

5.1. The Customer who lives in the European Union has a legal right to withdraw from any sale's contract for any reason within fourteen (14) calendar days, starting from the day of the receipt of the goods. In case of multiple Products ordered in a single order, the withdrawal period will end at the end of 14 days after the day the Customer has received the last package of the Products. The period in which the Customer may withdraw from the contract may vary according to the country of residence of the Customer.

Please follow this link to download the withdrawal form:

<http://www.devialet.com/assets/pdf/WITHDRAWAL-FORM.pdf>

- Conditions of exercise of the right of withdrawal:

5.2. These Products to be returned must be in original condition with original packaging and accessories. In case of missing of serial number, or missing of an original packaging and accessories, Devialet reserves the right to refuse the refund or to reduce the amount of this refund.

5.3. In order to cancel an Order Confirmation, the Customer shall contact Devialet in writing by sending an e-mail to [support@devialet.com](mailto:support@devialet.com) or by sending a cancellation request letter to DEVIALET – Support client – 126, rue Réaumur 75002 Paris. The cancellation will be deemed as effective from the date of sending of the e-mail or the letter posted by the Customer to Devialet.

5.4. The Product must be returned to Devialet without excessive delay, through Devialet's Customer Service and/or, in any case, according to Devialet's instructions and requirements, within fourteen (14) days after the day the Customer exercised his right of withdrawal.

5.5 If the Customer decides to arrange shipment on his own, it is his responsibility to settle shipment, to prepay any charges related to delivery return including Customs

duties, insure the shipment or accept the risk in case of damaged or lost Products during transit. In case of a lost/damaged shipment, it is the Customer's responsibility to solve the problem directly with the carrier. Besides, the Customer has a legal obligation to take reasonable care of the Products while they are still in his possession or custody.

5.6. The price paid for the Products and any applicable charges paid by the Customer for it will be fully refunded by Devialet, except for any return delivery charges which might be left at the Customer's expenses.

5.7. Any refund will be processed by Devialet as soon as possible, and in any case, no later than fourteen (14) days starting the date the Customer has expressed his right of withdrawal, on the Customer's bank account which was used for the Order Confirmation.

#### 6) Force majeure

Devialet shall not be responsible or liable for any loss or damage incurred by the Customer herein resulting from causes beyond the reasonable control of Devialet, including, but without limitation, war, invasion, insurrection, riot, order of any civil or military authority, fire, natural disasters. The delivery acceptance of the Products by the Customer shall establish or be deemed as a renunciation of all complaints against Devialet for loss or damages due to any delay.

#### 7) Contractual Warranty

7.1. Notwithstanding any legal warranty attached to any Product based on the mandatory applicable rules, Devialet warrants that upon delivery and for a period of twenty-four months from the date of delivery the Products purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use.

7.2. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than Devialet.

#### 8) Limitation of Devialet's liability

8.1. Devialet's direct liability is limited to (i) refund of the purchase price for Products, (ii) repair of Products or (iii) replacement of Products; provided, however that such Products must be returned to Devialet accordingly to the provisions of these General Terms of Sale.

8.2. The Customer's statutory rights based on the applicable law are not superseded by any limit contained in these General Terms of Sale. Nothing in these General Terms of Sale shall limit or exclude Devialet's liability (i) for death or personal injury caused by Devialet's negligence, (ii) for fraud, (iii) for any breach of the obligations implied by

applicable compulsory national laws or (iv) any liability which cannot be excluded by law.

8.3. For Products purchased on Devialet's Web Store, the maximum liability of Devialet shall not exceed the actual purchase price of the Product. In compliance with the previous paragraph, Devialet shall not be liable for any indirect damages suffered by the Customer.

8.4. Devialet shall not, in any case, be liable for damages arising out of its control, such as services which are rendered by third-party companies for the execution of an order (such as the carrier or the company in charge of the online payments).

#### 9) Data protection

See our Privacy policy ([lien hypertexte](#))

#### 10) Governing law

These General Terms of Sale shall be governed by and construed in accordance with French law.

Devialet and the Customer agree to submit any disputes arising from the conclusion, construction, performance or termination of these General Terms of Sale accordingly to the applicable rules of judicial competence, if Devialet and the Customer are not able to reach an amicable settlement of their dispute.

*Last update on February 27<sup>th</sup>, 2015*