

Definitions:

The present General Terms of Sales (hereinafter the "GTC") are proposed by AXENCO SAS, with share capital of 625 000 €, company registered at the RCS of Vienne under the number 45 097 488 00032, whose head office is located at ZI Montplaisir - 258, Rue du champ de courses, 38780 Pont-Evêque (hereinafter the "Seller").

Hereafter, we will refer to:

- **"Website":** the website <https://shop.neomitis.com> and all its pages.
- **"Products and Services":** all goods (spare parts and accessories) for our heating devices and energy management that is possible to buy or to subscribe to on the Website.
- **"Seller":** AXENCO, natural or legal person, selling its Products and Services on the Website.
- **"Customer":** the user, professional or end-user, buying Products on the Website.
- **"Consumer":** as defined in the European Directive on Consumer Rights, *"natural persons who are acting outside their trade, business, craft or profession"*.

Internet users visiting the Website and interested in the Products offered by the Seller are invited to read these GTC carefully, to print them out and/or to save them on a durable medium, before placing an order on the Website.

The Customer acknowledges having read the GTC and accepts them in full and without reservation.

Article 1 - Application and Website purpose:

The Seller reserves the right to modify the GTC at any time by publishing a new version of them on the Website. In this case, the only GTC applicable to the Customer are those in force on the day of his order on the Website.

These general terms and conditions of sale also exclude all other documents such as prospectuses, catalogues, etc. that the Seller may issue and which are only indicative.

The legal information concerning the host and publisher of the Website, the collection and processing of personal data and the conditions of use of the Website are provided in the general conditions of use, the legal notice and the data protection policy of this Website.

The present Website offers the online sale of spare parts and accessories for the home ambient comfort.

The Website is freely accessible to all Customers. The purchase of a Product or Service implies the acceptance by the Customer of the entirety of these GTC, who thereby acknowledges that he/she is fully aware of them. This acceptance may consist, for example, in the Customer ticking the box corresponding to the sentence accepting these GTC, for example with the words *"I acknowledge that I have read and accepted all the general conditions of the Website"*. The fact of ticking this box will be deemed to have the same value as a handwritten signature by the Customer.

Acceptance of these GTC assumes that the Customer has the legal capacity to do so.

The Customer acknowledges the evidential value of the Seller's automatic recording systems and, unless he/she can prove otherwise, waives the right to contest them in the event of a dispute.

The Publisher provides the Customer, on its Website, with a privacy policy specifying all the information related to the use of the Customer's personal data collected by the Publisher and to the rights the Customer has with regard to these personal data. The data privacy policy is part of the GTC.

Acceptance of these GTC therefore implies acceptance of the data privacy policy.

Article 2 - Creating a Customer Account:

The creation of a "Customer account" is a prerequisite for any order placed by the Customer on this Website. To this end, the Customer will be asked to provide a certain amount of personal information such as his first and last name, his email address, his postal address and his telephone number, this list not being exhaustive. In this respect, the Customer undertakes to provide accurate information. The Customer is responsible for updating his data. He must therefore notify the Seller without delay in the event of any change. The Customer is solely responsible for the truthfulness, accuracy and relevance of the data provided.

The Customer registered on the Website can access it by logging in using his login details (e-mail address defined at the time of registration and password). The Customer is entirely responsible for the protection of the password he/she has chosen. He is encouraged to use complex passwords. If the Customer forgets his password, he can generate a new one. This password guarantees the confidentiality of the information contained in the "my account" section and the Customer shall therefore refrain from transmitting or communicating it to a third party. Failing this, the Seller shall not be held responsible for any unauthorised access to a Customer's account.

The customer account allows the Customer to consult all his orders placed on the Website. If the data contained in the customer account section were to disappear as a result of a technical failure or a case of force majeure, the Seller shall not be held liable, as this information has no evidential value but is solely for information purposes. The pages relating to the customer's account may be freely printed out by the Customer holding the account in question, but do not constitute a binding document. proof; they are for information purposes only and are intended to ensure the efficient management of orders or contributions by the Customer.

Each Customer is free to close his account on the Website. To do so, they must send an e-mail to the Seller indicating that they wish to delete their account. No recovery of the Customer's data will then be possible.

The Seller reserves the exclusive right to delete the account of any Customer who has contravened these GTC (in particular, and without this example being exhaustive, when the Customer has knowingly provided erroneous information when registering and setting up his personal space) or any account that has been inactive for at least one year. The said deletion shall not constitute a loss for the Customer who shall not be entitled to claim any compensation as a result. This exclusion is not exclusive of the possibility for the Seller to take legal action against the Customer, when the facts justify it.

Article 3 - Method of placing orders and description of the purchasing process:

The Products and Services offered are those listed in the catalogue published on the Website. These Products and Services are offered within the limits of available stocks. Each Product is accompanied by a description prepared by the Seller.

The photographs of the Products in the catalogue reflect a faithful image of the Products and Services offered but do not constitute a contractual commitment insofar as they cannot ensure a perfect similarity with the physical Products. Below, we will define as a **Basket** the immaterial object grouping together all the Products or Services selected by the Website's Customer with a view to a purchase by having clicked on these elements. In order to proceed with the order, the Customer chooses the Product(s) and Service(s) that he/she wishes to order by adding them to his/her Basket, the content of which may be modified at any time.

Once the Customer considers that he/she has selected and added to his/her Basket all the Products and Services he/she wishes to purchase, he/she will be able to validate his/her order by clicking on the button provided for this purpose. The Customer will then be redirected to a summary page on which he/she will be informed of the number and characteristics of the Products and Services ordered, as well as their unit price.

If he/she wishes to validate his/her order, the Customer must tick the box relating to the ratification of these GTC and click on the validation button. The Customer will then be redirected to a page where he/she will have to fill in the order form fields. In the latter case, he/she will have to fill in a certain amount of personal data concerning him/her, which is necessary for the proper processing of the order.

All orders placed on the Website must be duly completed and must specify this necessary information. The Customer may make changes, corrections, additions, or cancel the order until it is validated.

Once the Customer has completed the form, he/she will then be invited to make payment using the payment methods listed in the payment section of these GTC. After a few

moments, the Customer will receive an email confirming the order, reminding him/her of the content of the order and its price.

The company AXENCO reserves the right to refuse any order from a customer with whom there is or has been a dispute over payment of a previous order.

Article 4 - Product and Services availability:

The Seller displays the availability of the Products sold on the Website on each product page. The Seller cannot provide more information about the availability of the Products than what is indicated on the said page or elsewhere on the Website. When processing the Customer's order, the Seller shall inform the Customer as soon as possible by e-mail using the address associated with the Customer's account. If Products ordered are found to be unavailable they will not be invoiced.

Article 5 - Modification of the order:

Any modification of the order requested by the Customer is subject to acceptance by the Seller and can only be taken into consideration if it is received in writing by the Seller 24 hours after the confirmation of the order. Any modification calls into question the indicative delivery times initially given.

Article 6 - Prices and payment methods:

Unless otherwise stated, the prices shown on the Website are prices in Euros, inclusive of all taxes (including tax) and exclusive of taxes (excluding tax), taking into account the VAT applicable to the Customer on the day of the order and excluding any contribution to processing and shipping costs.

The Seller reserves the right at any time to modify its prices and to pass on, if applicable, any change in the current VAT rate to the price of the Products or Services offered on the Website. Nevertheless, the price shown on the Website on the day the order is placed shall be the only price applicable to the Customer.

The Customer may place an order on this Website and may pay by credit card or Paypal. Payments by credit card are made by means of secure transactions provided by an online payment platform provider. The credit card is debited at the earliest when the order is placed and at the latest within 6 calendar days following the placing of the order.

The Customer guarantees the Seller that he/she is fully entitled to use the method of payment he/she has chosen. The invoice for the order placed by the Customer may be sent by email to the address that the Customer provided when creating his/her account.

The present Website does not have access to any data relating to the Customer's means of payment. Payment shall be made directly to the bank or payment service provider receiving the Customer's payment.

The Seller shall archive the order forms and invoices on a reliable and durable medium constituting a true copy. The computerised registers will be considered by the parties as proof of the communications, orders, payments and transactions between the parties.

Article 7 - Invoicing and Payment:

A digital invoice is drawn up for each order and sent to the Customer if he/she so requests on the Website.

The Customer is advised to print and/or archive this invoice on a reliable and durable medium as proof.

Payment of purchases is made by the Customer's choice:

- Via credit card: Visa, MasterCard

- Via Paypal

In case of non-acceptance of payment on the Website, the order will not be validated.

Article 8 - Delivery:

The delivery costs will be indicated to the Customer before any payment and concern only the deliveries carried out in Metropolitan France and in Europe. For any other place of delivery, it will be up to the Customer to contact the Customer Service.

In case of delivery of a Product outside the territory of Europe or a country subject to customs taxes, the Customer declares himself the importer of the Product and accepts that in such a case the Seller may not be able to provide accurate information on the total amount of charges for cus-

toms duties and formalities or import taxes applicable in the country where delivery of the Product is requested.

Unless otherwise stated on the Website during the ordering process or in the description of the Products ordered, the Seller undertakes in all cases to deliver the Products within a maximum of thirty days after the validation of the order.

validation of the order.

The transport is carried out by a carrier designated by the Seller.

The Website offers different delivery methods to suit the Customers:

- Delivery to the address chosen by the Customer with or without signature.

For deliveries without signature, the deliveryman can deposit the parcel in the mailbox of the Customer (if it has the adequate size).

No order over 30 kilos will be made, regardless of the delivery location chosen.

- Delivery in one of the 19000 collection points in France and in Europe (post offices, relay points, Pickup lockers). For more information: <https://www.laposte.fr/pages/recevoir-un-colissimo/en-point-de-retrait>.

No order of more than 30 kilos will be carried out, whatever the place of delivery chosen.

- Express delivery to the address chosen by the customer. No order of more than 30 kilos will be carried out, whatever the place of delivery chosen.

To track a package, an email is sent to the Customer to follow the progress of the order. Or the Customer can also go to the website of La Poste and enter his tracking number: <https://www.laposte.fr/outils/follow-your-shipments?colissimo=true> or on the DHL website depending on the delivery method chosen: https://www.dhl.fr/fr/dhl_express/suivi_expédition.html.

Delivery times are 2/3 working days for products in stock in metropolitan France (excluding Monaco and Corsica). For any order placed on Friday, it will be processed on the following Monday.

When several Products are ordered at the same time and that they have different delivery times, the delivery time of the order is based on the furthest delay. However, the Seller reserves the right to split the shipments.

If the Customer's package is returned to the Seller by the Post Office or by other transport providers, the Seller will contact the Customer upon receipt of the returned package to ask him/her what to do with his/her order. If the Customer has mistakenly refused the parcel, he may request that it be returned by first paying the postal charges for the new shipment. The postal charges must be paid even for orders for which the shipping costs were offered at the time of the order.

In case of delivery error or exchange (if the right of withdrawal is applicable, i.e. if the Customer is a Consumer and the contract concluded to acquire the Product or Service allows withdrawal, according to article L.221-18 and following of the French Consumer Code), any product to be exchanged or refunded must be returned to the Seller in its entirety and in perfect condition. Any defect resulting from a clumsiness or a false maneuver of the Customer could not be imputed to the Seller.

Any delay in delivery in relation to the date or time indicated to the Customer at the time of his order or, in the absence of indication of a date or time at the time of the order, in excess of thirty (30) days from the validation of the order may result in the termination of the sale at the Customer's initiative, upon written request by the Customer by registered letter with acknowledgement of receipt, if, after having enjoined the Seller to make the delivery, the Customer has not complied. The Customer will then be reimbursed, at the latest within fourteen (14) days following the date on which the contract was terminated, for the totality of the sums paid. This clause is not intended to apply if the delay in delivery is due to a case of force majeure.

Article 9 - Right of withdrawal and withdrawal form:

In accordance with article L.221-18 of the French Consumer Code, and if the right of withdrawal is applicable, the Customer has a period of fourteen (14) working days from the date of reception of the Product of his order, to retract. The

Customer shall return any Product that does not suit him/her and request an exchange or refund without penalty, except for the return shipping costs, within fourteen (14) days from the reception by the Seller of the refund request.

The Product must be returned in perfect condition. If necessary, it must be accompanied by all its accessories. The Customer can find below a standard retraction form for an order placed on the Website, to be sent to the Seller. It is understood that the Customer will bear the cost of returning the Product in the event of withdrawal.

It is recommended to the Customer to make the return by a solution allowing a follow-up of the parcel. Otherwise, if the returned package does not reach the Seller, it will not be possible to launch an investigation with the postal services in order to ask them to locate it.

The refund will be made using the same method of payment as the one chosen by the Customer for the initial transaction, unless the Customer expressly agrees that the Seller may use another method of payment, and provided that the refund does not incur any costs.

The Seller also reserves the right to defer the refund until reception of the Product or until the Customer has demonstrated that he/she has shipped the Product, if such demonstration has not previously taken place.

In case of depreciation of the Products resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the Product(s), the Customer may be held liable.

In accordance with Article L221-5 of the French Consumer Code, ("Hamon Law") of June 2014, the Customer can find below a standard withdrawal form for an order placed on the website:

Withdrawal form

(Please fill out and send back this present form only if you want to withdraw)

To AXENCO SAS, Neomitis Shop, ZI Montplaisir- 258, Rue du champ de courses, 38780, Pont-Evêque, FRANCE
contact_shop@neomitis.com

I/We(*) hereby give you notice that I/We(*) withdraw from my/our(*) contract of sale of the following good(*):

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

Order no:

Name(s) of consumer(s):

Company name (if you are a professional):

SIRET (if you are a professional):

Address of consumer(s):

E-mail address (used on the Neomitis Shop):

Signature of consumer(s):

Date:

(*) Delete as appropriate

Article 10 - Refund:

The refund by the Seller for the exercise by the Customer of his right of withdrawal under the conditions of the paragraph Retraction above, is made at the latest within 14 days from the date on which the Seller informed of the Customer's decision to withdraw and using the same means of payment as the one used for the order on the Website (unless the Customer expressly agrees to reimbursement by another means).

Customer for a refund by another means of payment.

No cash on delivery will be accepted whatever the reason.

It is reminded that within the framework of the legal guarantee of conformity, the Consumer :

- has a period of two years from the date of delivery of the goods to act against the Seller;
- may choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 211-9 of the Consumer Code;

- is exempted from proving the existence of the lack of conformity of the good during the six months following the delivery of the good. This period is extended to 24 months.

The legal guarantee of conformity applies independently of the commercial guarantee that may cover the Product. It is reminded that the Consumer can decide to implement the guarantee against the hidden defects of the thing sold as defined in Article 1641 of the Civil Code and that in this case, he/she may choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Article 11: Products warranty:

Legal provisions to be reproduced

When acting under the legal guarantee of conformity, consumers have two years from the date of delivery of the goods to take action; they may choose between repairing or replacing the goods, subject to the cost conditions set out in Article L.217-9 of the French Consumer Code; except for second-hand goods, they are exempt from proving the existence of a lack of conformity of the goods for six months following delivery of the goods, a period extended to 24 months as of 18 March 2016.

The legal guarantee of conformity applies independently of any commercial guarantee.

The consumer may decide to invoke the guarantee against hidden defects in the item sold within the meaning of Article 1641 of the French Civil Code, unless the seller has stipulated that he 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 French 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 day on which the right arose in accordance with Article 2232 of the Civil Code.

All products purchased on this Website are protected by the following legal guarantees (French Code Civil).

Guarantee of conformity:

According to Articles L.217-4 and following of the French Consumer Code, the Seller must deliver goods in conformity with the contract and is responsible for defects existing during Product delivery. The guarantee of conformity may be exercised if a defect were to exist on product delivery. However, if the defect appeared within 24 months of that date, it is presumed to fulfill this condition. But, in accordance with Article L.217-7 of the French Consumer Code, "the Seller may rebut this presumption if it is not compatible with the nature of the [Product] or the alleged lack of conformity".

However, after this period of 24 months, it will be up to the customer to prove that the defect existed at the time of delivery.

In accordance with Article L.217-9 of the French Consumer Code: "In the event of a lack of conformity, the Customer may choose between repairing or replacing the goods. However, the Seller may not proceed according to the Customer's choice if this choice entails a cost that is clearly disproportionate to the other method, taking into account the value of the goods or the significance of the defect. In this case, the Seller shall be obliged to proceed, unless this is impossible, according to the method not chosen by the Customer."

11.1. Guarantee of apparent defects- Principle:

The Products must be checked by the Customer upon delivery.

Any claim, reservation or dispute relating to shortages and apparent defects must be made in accordance with the conditions set out in the present GTC.

In the event of apparent defects, the defective parts shall be replaced by the Seller, subject to verification of the alleged defects.

The Seller shall not be held responsible for any shortcomings

or apparent defects of which the Customer was aware prior to the validation of the order.

The Customer shall provide any justification as to the reality of the defects observed (file, photographs, etc.), the Seller reserving the right to proceed, directly or indirectly, with any observation and verification, in particular on site. The Customer must report any shortages or defects that are apparent at the time of delivery and that are revealed after receipt of the Products in writing within 24 hours of the date on which the shortage or defect was discovered.

No complaint will be taken into account if it is made more than 8 clear days after delivery of the Products.

After the expiry of this period, the Customer may no longer invoke the non-conformity of the Products due to apparent defects or shortages, nor may it invoke this as a counterclaim to defend himself in an action for the recovery of debts taken by the Seller.

11.2. Conditions for invoking the guarantees:

All requests for warranty coverage must be made using the Seller's after-sales service return request form. Any claim must be addressed by the Customer to the after-sales service. The warranty claim will be considered upon presentation of the dated purchase invoice. It is up to the Customer who alleges a defect, whatever it may be, to provide proof of its existence and its nature. A file shall be sent by the Customer to the Seller's services. Similarly, any request for a guarantee must be accompanied by proof that it does not fall within one of these cases of exclusion.

The Customer must make it easy for the Seller to establish these defects and to remedy them. He must also absolutely refrain from replacing the Products himself or having them replaced by a third party, otherwise the warranty shall not be due.

The guarantee is limited to the exchange or repair of the defective part. If this proves to be indispensable and after expertise by the Seller's Technical Services, the replacement of the complete Product will be carried out as a provisional measure. This replacement measure taken on a provisional basis is in no way an acknowledgement of responsibility on the part of the Seller.

In case of replacement of the defective part or the complete Product, the costs of transport, removal and installation are excluded from the warranty.

In case of immediate replacement as a temporary measure, the defective material must reach the Seller within 15 calendar days of the replacement. Failing this, the replaced material will be invoiced.

All returns must be made in adequate packaging, with the equipment properly secured. The return costs are at the Customer's expense. No return of parts will be accepted if it has not been previously agreed by the Seller's After-Sales Service. The Customer will receive an analysis from the Seller's After-Sales Service in the event that the latter concludes that the return is not justified.

The implementation of the guarantee excludes any compensation for damages.

Furthermore, the Seller's guarantee shall automatically cease if the Customer has not notified the Seller of the alleged defect within 30 clear days of the facts invoked to bring the guarantee into play. It is the Customer's responsibility to provide proof of the dates invoked.

11.3 General exclusions in respect of all the guarantees:

All guarantees are invalid as soon as our Products have been used under usage or performance circumstances for which they were not intended or that do not constitute normal usage.

The guarantees do not apply if the following conditions have not been complied with, to wit notably:

- Storage away from sources of humidity and the effects of bad weather;
- Set-up and installation in accordance with best practice;
- Utilisation with a 230V domestic power supply;
- Utilisation compliant with the Seller's instructions for installation and use.

The guarantees do not apply to any eventual damage which is the consequence of overvoltage or other faults which occur in power supply and distribution circuits. The guarantees apply to corrosion defects only if the appliances are used

in accordance with the usual circumstances which apply in a single housing unit or in the tertiary sector; in particular they must not be:

- Subject to intensive and continuous ambient humidity (from swimming pools, etc.);
- Cleaned using acidic substances which are liable to affect their properties.

The evolution of a shade of colour over time is a natural phenomenon and cannot give rise to a guarantee claim.

The guarantees do not come into play if the Customer cannot provide evidence of full payment for supplies and/or if the installation and usage instructions provided by the Seller were not complied with, and less specifically in the event that the damage caused arose out of the actions of the Customer or of the servants thereof, out of force majeure circumstances or out of unforeseen circumstances. The guarantees do not apply in the event of a defect originating either in the components supplied by the Customer and in the event of a design having been required by the Customer, without the Seller having taken part in said end design process, or if the Product did not meet the objectives determined by the Customer of which the Seller was not notified.

All points not mentioned in writing in the order are not guaranteed.

All damage caused by normal wear and tear is also excluded from the guarantee.

The guarantees only apply to Products produced in production runs, to the exclusion of prototypes and samples.

11.4. Warranty period:

The guarantee period for missing parts and patent defects varies depending on the nature of the defect and on the type of equipment in question:

- For spare parts: 2 years from the purchase date
- For connected thermostats: 3 years from the purchase date

The guarantee for hidden defects is provided for a duration of 30 months from delivery.

The spare parts vital for the use of the product or equivalent spare parts continue to be available for 10 years from the date the appliance was last marketed.

Work carried out under the guarantee does not have the effect of extending the duration of the said guarantee.

Legal guarantee against hidden defects:

According to Articles 1641 to 1649 of the French Civil Code, the Customer may request the exercise of a hidden defects guarantee if the considered defects do not appear at the time of delivery, predated the purchase (and therefore does not result from normal wear of the Product, for example) and is serious enough (the defect must render the Product unfit for the use for which it is intended, or hinder this use to such an extent that the buyer would not have bought the Product or would not have purchased it at such a price if he or she had known the default).

Our guarantee only applies to Products that have become the property of the Customer. It only applies to Products that are entirely manufactured by the Seller.

Thus, the design of the Product is not covered by the warranty for hidden defects: Customers are deemed to have received all technical information about the Products.

The Seller does not cover malfunctions, damage and wear resulting from a particular or abnormal adaptation or assembly of the Products. Similarly, the allegation of a one-off or variable malfunction, a lack of comfort, dissatisfaction with the result obtained, or an aesthetic defect, in particular, are not covered by the warranty for hidden defects. The defect is not hidden if, although unknown to the Customer in good faith, it could be discovered by carrying out basic checks.

Complaints, requests for exchange or reimbursement for a non-conforming Product must be made by post or by e-mail to the addresses indicated in the legal notices on the Website.

In case of non-conformity of a delivered Product, it may be returned to the Seller who will exchange it. If it is impossible to exchange the Product (obsolete Product, out of stock, etc.), the Customer will be reimbursed by transfer of the amount of his order. The costs of the exchange or refund

procedure (in particular the cost of returning the Product) shall be borne by the Seller.

Article 12 - Customer Service:

The Customer Service of this Website is accessible by e-mail to the following address: contact_shop@neomitis.com or by post to the address indicated in the legal notice.

Article 13 - Liability:

The Seller shall not be held liable for the non-execution of an order due to the occurrence of an event of force majeure. With regard to the Products purchased, the Seller shall not be held liable for any indirect damage, operating loss, loss of profit, damage or expenses that may occur.

The choice and purchase of a Product or Service are the sole responsibility of the Customer. The total or partial impossibility of using the Products, in particular due to incompatibility of the equipment, shall not give rise to any compensation, reimbursement or compensation, refund or liability on the part of the Seller, except in the case of a proven hidden defect, non-conformity, defect or exercise of the right of withdrawal if applicable, in accordance with Article L 221-18 et seq. of the French Consumer Code.

The Customer expressly admits using the Website at his own risk and under his exclusive responsibility. The Website provides the Customer with information for information purposes only, with imperfections, errors, omissions, inaccuracies and other ambivalences that may exist. In any case, the Seller shall not be held responsible for:

- any direct or indirect damage, in particular with regard to loss of profits, loss of earnings, loss of customers, loss of data which may result from the use of the Website, or on the contrary from the impossibility of its use;
- malfunctioning, unavailability of access, misuse, poor configuration of the Customer's computer, or the use of a browser not frequently used by the Customer;
- the content of advertisements and other links or external sources accessible by the Customers from the Website.

The photographs and visuals of the Products presented on the Website are not contractual, and the Seller shall not be held liable if the characteristics of the Products differ from the visuals on the Website or if the latter are erroneous or incomplete.

Article 14 - Intellectual property rights/Trademark rights:

All the elements of this Website belong to the Seller or to a third party agent (the Products, the technologies, the photos, the logos, the technical documents online on the Website and given to the Customers remain the exclusive property of the company AXENCO), or are used by the Seller with the authorisation of their owners.

Any reproduction, representation or adaptation of the logos, textual, pictographic or video content, without this list being exhaustive, is strictly prohibited and is considered as counterfeiting.

Any Customer who is guilty of infringement may have his account deleted without notice or compensation and without this deletion constituting damage, without prejudice to any subsequent legal proceedings against him, at the initiative of the Seller or his agent.

This Website uses elements (images, photographs, content) for which the credits go to : Adobe Stock- Shutterstock.

The trademarks and logos contained in the Website may be registered by the Seller, or possibly by one of its partners. Any person proceeding to their representations, reproductions, imbrications, distributions and rebroadcasts shall incur the penalties provided for in articles L.713-2 and following of the French Intellectual Property Code.

The Client must respect our rights both in terms of intellectual property and trademarks.

Article 15 - Severability:

If any provision of the GTC shall be deemed unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from the GTC and shall not affect the validity and enforceability of any remaining provisions.

These GTC supersede all prior or contemporaneous written or oral agreements. The GTC are not assignable, transferable or sub-licensable by the Customer himself.

A printed version of the GTC and all notices given in elec-

tronic form may be requested in judicial or administrative proceedings relating to the GTC. The parties agree that all correspondence relating to these GTC shall be in the French language.

Article 16 - Waiver:

The fact that AXENCO does not take advantage at a given time of any of the clauses of these terms and conditions cannot be considered as a waiver of the right to take advantage of these same clauses at a later date.

These GTC cancel and replace the previous ones. They shall come into force as of 1 January 2022.

The Customer declares that he/she has read these general terms of sale and accepts them without reservation.

Article 17 - Applicable law and mediation:

These GTC are governed by and subject to French law.

Except in the case of public order provisions, any disputes that may arise in the context of the execution of these GTC may, before any legal action is taken, be submitted to the Website Editor for an amicable settlement.

It is expressly recalled that requests for amicable settlement do not suspend the time limits for bringing legal action. Unless otherwise provided for by public policy, any legal action relating to the execution of these GTC shall be submitted to the jurisdiction of the courts of the place of residence of the defendant.

Consumer mediation:

According to Article L.612-1 of the French Consumer Code, it is recalled 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 shall guarantee the consumer effective recourse to a consumer mediation mechanism"*.

In this respect, AXENCO offers its Consumer Clients, in the context of disputes which have not been resolved amicably, the mediation of a consumer mediator, whose contact details are as follows:

- Médiation Conso Drôme
- Pôle Médiation Conso Centre de Médiation de la Drôme 19 bis Rue Jonchère, 26000 Valence
- mediationconsodrome@gmail.com
- <https://mediation-conso-drome.org/> or <https://ec.europa.eu/consumers/odr> ;

It is reminded that mediation is not compulsory but only proposed in order to resolve disputes by avoiding recourse to the courts.

Article 18 - Eco participation / Register of producers:

In application of article L.541-10-13 of the Environmental Code, the unique identifiers below have been allocated by ADEME to the company AXENCO (Siret code 45 097 488 00032). They attest to its compliance with its obligation to register in the register of producers for the various sectors subject to extended producer responsibility:

- FR001303_01PKBX : Household packaging and graphic paper – CITEO PAPIERS ET EMBALLAGES
- FR001303_04XFGO : products or materials from the building sector- REP PMCB
- FR001303_05HLSI : Electrical and Electronic Equipment - ECOSYSTEM
- FR001303_06TCFY : Batteries – COREPILE/ECOSYSTEM

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