

The present General Terms of Use (hereinafter the "**GTU**") 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**").

The Seller offers, through its website <https://shop.neomitis.com> (hereinafter the "**Website**"), spare parts and accessories for thermal comfort in the home (hereinafter the "**Products and services**").

Each Customer acknowledges that he/she has read and understood the present GTU as well as all the information necessary for the execution of the present, in accordance with articles L.111-1 to L.111-8 of the French Consumer Code, prior to placing his/her order and before concluding his/her contract with AXENCO SAS with share capital of 625 000 €, a company registered with the RCS of Vienne under the number 45 097 488 00032.

Acceptance of these GTU assumes that the Customer has the necessary legal capacity to do so. If the Customer is a minor or does not have this legal capacity, he/she declares that he/she has the authorisation of a guardian, curator or his/her legal representative.

1. Application and enforceability of the GTU

These GTU apply to any use of the Website as well as to any order of Products and services by any Customer, natural person, acting for purposes that do not fall within the scope of his professional activity or any Customer, natural person or legal entity, acting within the scope of his commercial, industrial, artisanal or liberal activity (hereinafter the "**Customer**") carried out on the Website, as of 13/01/2022.

The purpose of these GTU is to define the conditions of the order of the Products and services, and to determine the respective rights and obligations of each of the parties within the framework of the supply of the Products and services.

Unless otherwise agreed in writing by the parties, these GTU take precedence over any contrary clauses in previously drafted general conditions, and thus apply to the exclusion of any other agreement.

These GTU shall be considered an integral and essential part of the contract between the Seller and each of its Customers.

These GTU are systematically notified to the Customer when he/she creates his/her personal account on the Website and places an order on the Website. Each Customer must necessarily read and accept them in order to validate his order on the Website. This acceptance consists of ticking the box corresponding to the sentence of acceptance of the present GTU, such as, for example, "**I have read and accept the GTU of Neomitis Shop**". Checking this box will be deemed to have the same value as a handwritten signature by the Customer.

In the event of modification and/or adaptation of these GTU by the Seller, only the version in force on the day of the Customer's order on the Website shall be validly applicable. The Customer shall be informed of any changes made to these GTUs, at the time of his subsequent connection to the Website, by a notice published on the Website.

The fact that the Seller does not take advantage, at a given time, of any of the provisions of these GTU may not be interpreted as a waiver of the right to take advantage of them later.

The Seller invites each Customer to read these GTU carefully, to print them and/or save them on any durable device, before ordering any Product or service on its Website.

2. Characteristics of the products offered

The products offered are those shown on the Website, and each product is accompanied by a description.

The Website's customer service is accessible by e-mail at the following address: contact_shop@neomitis.com or by post at the following address: ZI Montplaisir - 258, Rue du champ de courses, 38780 Pont-Evêque, FRANCE, in which case the Seller undertakes to provide an answer within 14 days.

3. Access and availability of the Website

The Seller offers free access to its Website, the Customer remaining in any case responsible for his computer equipment and his Internet connection, the costs of which are at his expense.

Access to the Website can be made:

- from a computer or equivalent terminal with access to one or more telecommunications networks allowing access to the Internet and Internet browsing software (such as Google Chrome, Mozilla Firefox, etc.);
- a phone terminal with access to a telecommunications network allowing access to the Internet (3G, 4G, 5G, Edge, Wi-Fi etc.).

The Seller shall make its best efforts to make the Website accessible at all times, with the exception of maintenance operations necessary for the proper functioning of the Website or of the servers on which it is hosted. In the event of an interruption for maintenance, the Seller shall not be held responsible for the possible impact of this unavailability on the Customer's activities.

The Customer is warned of the technical hazards inherent in the Internet and the interruptions in access that may result. Consequently, the Seller shall not be held responsible for any unavailability or slowdown of the Website. The unavailability of one or more products, even if prolonged and without any time limit, shall not constitute a prejudice for users and shall in no way give rise to the granting of damages by the Seller.

The Seller shall not be liable for any technical unavailability of the connection, whether due to force majeure, maintenance, updating, modification, intervention by the host, an internal or external strike, a network failure, a power cut, or a poor configuration or use of the Customer's device.

In the event of impossibility of access to the Website, due to technical problems or of any other nature, the user shall not be entitled to claim any damages or compensation.

The Customer is informed that the Seller's servers are hosted by the company OVH, 2 rue Kellermann - 59100 Roubaix - France.

Any breach by the Customer of the obligations incumbent on him under these GTU may result in the suspension or prohibition of the Customer's access to the Website.

4. Account closure

In accordance with Article 17.1 of the General Data Protection Regulation (GDPR), each Customer is free to request the closure of his or her account. Only the data concerning the history of consumption of the products are/is anonymised for statistical purposes.

Any deletion of an account is definitive and from that moment on :

- The personal data associated with your login are/is permanently deleted from our servers, you will not be able to reopen or reactivate your account, nor restore your data.
- You can no longer access your data, content, order history and other services associated with your login.

- Your data can no longer be recovered.

However, if you wish to use the Website again at a later date, you can always create a new account.

5. Terms of conclusion of the contract

Orders for Products or services are placed through the Website.

The possession of a personal user account is a necessary and obligatory prerequisite to proceed with the ordering of Products and services on the Website.

The creation of a user account is done through the following mandatory fields: Name, first name, address, email... The user account allows access to a personalised interface, to manage his/her profile and orders. However, in the event of erroneous information, the Customer may not receive an email or may encounter other difficulties in placing, tracking or receiving his/her order.

The Customer chooses directly on the Website the Product(s) or service(s) he/she wishes to order. The Seller endeavours to provide visuals and descriptions that are as faithful as possible to the Products and services. However, as these visuals and illustrative texts are not contractual, the Customer may not hold the Seller liable in this respect.

The Customer is required to fill in a certain amount of information concerning him/her in order to validate his/her order. All orders must be duly completed and must contain the information strictly necessary for the order. The Customer is responsible for the truthfulness, accuracy and relevance of the data provided.

The Customer may make changes, corrections, additions or even cancel the order until it is validated on the order summary page, before payment.

The Customer is entirely responsible for the protection of the password he/she has chosen. The Customer 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 his account and the Customer is therefore prohibited from transmitting it or communicating it to a third party. Otherwise, the Website publisher shall not be held responsible for unauthorised access to a Customer's account.

The Seller reserves the exclusive right to delete the account of any Customer who has contravened these terms of use (in particular, but without this example being exhaustive, if the Customer has knowingly provided incorrect information at the time of registration). Such deletion shall not constitute damage for the excluded 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.

6. Prices and terms of payment

6.1. Price

Access to the Website and to the presentation of the Products and services is free for the Customer. Only the order of one or more Products and services shall be subject to payment by the latter.

The prices of the Products and services are mentioned on the Website in euros, excluding taxes and including all taxes. The applicable prices are those valid on the day the Customer places the order on the Website. The Seller also reserves the right to modify its prices at any time. The prices of the Products delivered and services provided may vary depending on the place of delivery, with the cost of transport and VAT which may apply.

The prices of the Products and services and any additional costs related to the order are indicated, in a clear and understandable manner, on the order summary.

Before placing the order, the Customer must confirm this summary.

6.2. Terms of payment:

Prices will be invoiced on the basis of the rates in force at the time of the order. An invoice summarising all of the Products and services ordered by the Customer as well as their respective costs may be sent to the latter.

The Customer shall pay the price directly on the Website, and imperatively before any execution by the Seller, in accordance with the process provided for this purpose.

The Seller uses a secure third party payment system provided by the Société Générale bank and Paypal.

Payment by the Customer is a prerequisite for the validation of the order.

Failure to pay shall automatically, without prior notice and as of right, lead to the suspension or invalidation of the Customer's order, without prejudice to any other course of action.

7. Delivery

The delivery costs relating to the order are indicated to the Customer before payment of the order and only concern deliveries in France and in Europe. For any other place of delivery, it is up to the Customer to contact the Customer service.

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 (30) days after the conclusion of the contract.

The Customer may refuse a package at the time of delivery if he/she notices any anomaly concerning the delivery (damage, missing Product compared to the delivery note, damaged package, broken or damaged Products, etc.).

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

Any delay in delivery in relation to the date or period indicated to the consumer Customer at the time of his order or, in the absence of indication of a date or period at the time of the order, in excess of thirty (30) days from the conclusion of the contract may result in the cancellation of the sale at the Customer's initiative, upon his written request by registered letter with acknowledgement of receipt, if after having enjoined the Seller to make the delivery he 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, of the total amount paid. This clause shall not apply if the delay in delivery is due to force majeure.

8. Right of withdrawal

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 withdraw. He/she shall be required to return any Product that does not suit him/her and request an exchange or refund without penalty, with the exception of the return costs, within fourteen days of receiving the request for refund from the Seller.

The Product must be returned in perfect condition. If applicable, it must be accompanied by all its accessories.

The Customer may find below a standard withdrawal form for an order placed on the Website, to be sent to the Seller. It is understood that the Customer shall bear the cost of returning the Product in the event of withdrawal.

It is recommended that the Customer return the goods using a solution that allows the package to be tracked. Otherwise, if the returned package does not reach the Seller, it will not be possible to launch an investigation with the transport services in order to ask them to locate it.

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

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

In the event 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 from your contract)

To AXENCO SAS, Neomitis Shop, ZI Montplaisir- 258, Rue du champ de courses, 38780, Pont-Evêque, FRANCE

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*

9. 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 Ar-

ticle 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 Civil Code).

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 buyer 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."

9.1. 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 GTS.

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 he invoke this as a counterclaim to defend himself in an action for the recovery of debts taken by the Seller.

9.2. 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.

9.3. 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.

9.4. 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 machine or equivalent spare parts continue to be available for five years from the date of manufacture of the device.

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.

10. Liability

Each of the parties shall be responsible for the consequences resulting from its faults, mistakes or omissions and causing direct damage to the other party.

10.1. Customer's liability

The Customer is solely responsible for the quality, precision, relevance and accuracy of the information he/she provides on the Website for the purposes of his/her order. The Seller shall not be held liable in this respect.

The Customer shall thus be solely liable to the Seller and, where applicable, to third parties, for any damage, direct or indirect, of any nature whatsoever, caused by any information or any other publication communicated, transmitted or distributed in connection with the present contract, as well as for any breach on his part of the present contractual provisions.

The Customer is, moreover, solely responsible for the choice of Products and services that he/she has ordered through the Website.

The Customer expressly admits to using the Website at his own risk and under his exclusive responsibility. The Site provides the Customer with information for information purposes, with imperfections, mistakes, omissions, inaccuracies and other ambivalences that may exist.

The Customer undertakes not to use the Website in contravention of all applicable laws, rules and regulations.

10.2. Seller's liability

The Seller shall take all appropriate measures to ensure that the Customer is provided with quality Products and services under optimum conditions. He assumes full responsibility for the Products and services offered and sold to Customers via the Website and will deal solely with any potential complaints relating to the said Products and services.

However, the Seller cannot be held responsible for any damage attributable either to the Customer, or to the unforeseeable and insurmountable act of a third party unrelated to the order, or to a case of force majeure.

The Seller ensures that the Website functions properly but cannot guarantee that it is free of anomalies or mistakes and that it functions without interruption.

The Seller shall not be held responsible for :

- the non-functioning, impossibility of access or malfunctioning of the services of the Customer's access provider, or of the Internet network.
- for any direct or indirect damage, in particular with regard to loss of profits, loss of earnings, loss of Customers, loss of data, etc., which may result from the use of the Website, or on the contrary from the impossibility of its use.
- malfunction, unavailability of access, misuse, incorrect configuration of the Customer's peripheral, or the use of a peripheral that is little used or obsolete by the Customer.
- the content of advertisements and other external links or sources accessible by the Customer from the Website.

11. Force majeure

"Force majeure" is defined as any event beyond the control of one of the parties and which could not reasonably be foreseen at the time of the conclusion of these GTU. Such an event will be characterised as soon as the party, victim of such an event, would be prevented from properly executing its contractual obligations, and this, despite

the implementation of adequate and appropriate measures intended to limit the effects.

Neither party shall be held liable towards the other for the non-performance or delays in the performance of an obligation arising from these GTU which would be due to the act of the other party following the occurrence of a case of force majeure, as recognised and defined by French jurisprudence.

The case of force majeure suspends the obligations arising from these GTU for the duration of its existence, and neither party may, during this period, validly rely on the existence of such a case of force majeure within the meaning of Article 1218 of the French Civil Code in order to justify the termination of its contractual relationship with the other party. However, if the case of force majeure lasts for more than thirty (30) consecutive days, it will give rise to the right to terminate these GTU by either party, eight (8) days after sending a registered letter with acknowledgement of receipt notifying this decision.

12. Intellectual property

The Website, as well as the databases, texts, documents, information, pictures, photographs, graphics, logos, or any other data remain the exclusive property of the Seller or, where applicable, of their respective owners from whom the Seller has obtained the authorisations for use.

The Seller remains the owner of all intellectual property rights relating to its registered trademark, as well as all intellectual property rights and copyrights relating to any other distinctive sign belonging to it.

Any reproduction and/or representation, downloading, translation, adaptation, exploitation, distribution, dissemination and/or communication, in any form whatsoever, whether commercial or not, of all or part of the trademark and/or of an original work of the mind or data contained on the Website is formally prohibited. The Customer shall also refrain from any action and any act likely to directly or indirectly infringe the Seller's intellectual property rights.

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

This Site uses elements (pictures, photographs, contents) whose credits are due to : Adobe Stock- Shutterstock.

13. Personal data protection

The Customer is hereby informed that the creation of his personal account on the Website as well as his order of Products and services on the Website gives rise to the collection and automated processing of personal data concerning him by the Seller, the use of which is subject to the provisions of Law No. 78-17 of the 6th of January 1978 relating to Computers, Files and Freedoms, as amended by Law No. 2016-1321 of 7th October 2016 and the European Regulation 2016/679 of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").

The Seller provides the Customer, on its Website, with a confidentiality charter specifying all the information relating to the use of the Customer's personal data collected by the Seller and to the rights that the Customer has in relation to this personal data.

14. Use of cookies

The Seller uses "cookies" in order to obtain statistical data and improve the Customer's browsing experience.

The Seller places a "cookie" on the Customer's computer with his prior consent. The Customer has the option of refusing cookies when visiting the Website. This information is stored in the Customer's computer for 13 months.

The Seller undertakes never to communicate the content of these "cookies" to third parties, except in the event of legal requisition.

The Customer may, moreover, oppose the recording of "cookies" by configuring his browser software, but the publisher cannot then guarantee that the Website will function as expected, and will not take any responsibility in the event of non-functioning. To do this, the Customer must set the parameters of his browser:

For Internet Explorer: <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>

For Safari: <https://support.apple.com/fr-fr/ht1677>

For Google Chrome: <https://support.google.com/chrome/answer/95647?hl=fr&hlrm=en&safe=on>

For Firefox: <https://support.mozilla.org/fr/kb/activer-de-sactiver-cookies>

15. Hypertext links

The Website may include hypertext links to other websites.

The Seller shall not, under any circumstances, be held responsible for the technical availability of websites or mobile applications operated by third parties to which the Customer may have access via the Website. Furthermore, the Seller shall not be liable for the content, advertising, products and services available on or from these websites, mobile applications or external sources.

If, despite the Seller's efforts, one of the hypertext links present on the Website points to a Website or an Internet source whose content does not comply with the requirements of French law, the Customer undertakes to immediately contact the Website's publication director, whose contact details are given in the legal notice published on the Website, in order to inform him of the address of the pages of the third-party Website in question. The Seller shall then take the necessary steps to remove the hypertext link concerned.

16. Applicable law and jurisdiction

The present GTU are governed by French law. They may be modified at any time by the publisher or its agent. The general conditions applicable to the user are those in force on the day of his purchase or his connection to the Website.

In the event of a dispute to which these GTU (or one of their clauses) and/or the relationships between the parties could give rise, the Customer may refer to, at his choice, in addition to one of the courts with territorial jurisdiction under the Code of Civil Procedure, the court of the place where he lived at the time of the conclusion of the contract or the occurrence of the harmful event. The Customer shall bring the matter before the Court in the jurisdiction where the Seller has its registered office.

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 trader shall guarantee the consumer effective recourse to a consumer mediation mechanism".

In accordance with the order n°2015-1033 of 20th August 2015 and the application decree n°2015-1382 of 30th October 2015, any dispute or so-called consumer dispute, subject to article L.612-2 of the French Consumer Code, can be the subject of an amicable settlement by

mediation with the following mediator: Médiation Conso Drôme.

To submit a dispute to the mediator, the Customer may:

- (i) fill in the form on the mediator's website: <https://mediation-conso-drome.org/> or <https://ec.europa.eu/consumers/odr>, or,
- (ii) send his request by simple or registered mail to Pôle Médiation Conso Centre de Médiation de la Drôme 19 bis Rue Jonchère, 26000 Valence or,
- (iii) send an email to mediationconsodrome@gmail.com.

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

17. Customer service

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

18. Archive

The Seller shall archive the order forms and invoices on a reliable and durable medium constituting a true copy in accordance with the provisions of Article 1348 of the French Civil Code.

The computerised registers will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

19. Notifications

Any notification or notice concerning these terms and conditions, the legal notices or the personal data charter must be made in writing and must be delivered by hand, registered or certified mail, by post or any other nationally recognized courier service that allows you to track your packages regularly, or by e-mail to the addresses indicated in the legal notices of the Website, specifying your full name, contact details and the subject of the notice.

20. Claims

Any claim relating to the use of the Website, the social networking pages, or the terms and conditions, legal notice or privacy policy must be filed within 365 days of the date the claim arose, regardless of any statute or law that may be applicable. In the event that such a claim is not filed within 365 days, such claim will be forever barred by law.

21. Inaccuracies

It is possible that the Website and the Products offered may contain inaccuracies or mistakes, or information that is not in accordance with the general terms and conditions, the legal notices or the personal data charter. In addition, it is possible that unauthorised modifications are made by third parties on the Website or on related services (social networks, etc.). We do our utmost to ensure that any such deviations are corrected.

In the event that such a situation should escape us, please contact us by post or by e-mail at the addresses indicated in the legal notice of the Website with, if possible, a description of the error and the location (URL), as well as sufficient information to enable us to contact you. For copyright-related enquiries, please refer to the section on intellectual property.

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