

These General Terms and Conditions of Sale (hereinafter the "T&Cs") are offered by the company HOORTRADE, a simplified joint-stock company with capital of 7,500 euros, registered with the Lyon Trade and Companies Register under number 878 143 601 and whose registered office is located at 83/85 boulevard du parc de l'Artillerie in LYON (69007) (hereinafter "HOORTRADE").

Via its website available at the URL addresses [www.sicaan.fr/](http://www.sicaan.fr/) - [www.sicaan.be/](http://www.sicaan.be/) - [www.sicaan.it/](http://www.sicaan.it/) - [www.sicaan.es/](http://www.sicaan.es/) - [www.sicaan.de/](http://www.sicaan.de/) - [www.sicaan.nl/](http://www.sicaan.nl/) - [www.sicaan.pl/](http://www.sicaan.pl/) - [www.sicaan.lu/](http://www.sicaan.lu/) - [www.sicaan.pt/](http://www.sicaan.pt/) - [www.sicaan.at/](http://www.sicaan.at/) - [www.sicaan.ie/](http://www.sicaan.ie/) - [www.sicaan.dk/](http://www.sicaan.dk/) - [www.sicaan.fi/](http://www.sicaan.fi/) - [www.sicaan.se/](http://www.sicaan.se/) - [www.sicaan.co.uk/](http://www.sicaan.co.uk/) - [www.sicaan.cz/](http://www.sicaan.cz/) - [www.sicaan.gr/](http://www.sicaan.gr/) - [www.sicaan.hr/](http://www.sicaan.hr/) - [www.sicaan.hu/](http://www.sicaan.hu/) - [www.sicaan.lt/](http://www.sicaan.lt/) - [www.sicaan.lv/](http://www.sicaan.lv/) - [www.sicaan.ro/](http://www.sicaan.ro/) - [www.sicaan.si/](http://www.sicaan.si/) - [www.sicaan.sk/](http://www.sicaan.sk/), (hereinafter the "Site"), HOORTRADE offers catalog sales of consumer goods dedicated to indoor and outdoor installation (hereinafter the "Products"), (hereinafter the "Site"), HOORTRADE offers the sale of products dedicated to indoor and outdoor installation (hereinafter the "Products"), to any buyer, natural person, acting for purposes outside the scope of his professional activity and domiciled on French territory or in a Member State of the European Union (hereinafter the "Client").

Each Customer acknowledges having read, in a readable and comprehensible manner, these T&CS as well as all the information necessary for the execution of these, in accordance with Articles L.111-1 to L.111-8 and L.221 -5 of the Consumer Code, prior to the conclusion of any contract with HOORTRADE.

## **1. APPLICATION AND ENFORCEMENT OF THE T&Cs**

- 1.1 These T&CS apply, without restriction or reservation, to any order of Products placed on the Site by the Customer.
- 1.2 These T&Cs are intended to define the conditions for ordering Products on the Site as well as the respective rights and obligations of each of the parties in connection with the supply of the Products.
- 1.3 Unless otherwise agreed in writing by the parties, these T&Cs take precedence over any contrary clauses from general terms and conditions previously drafted and published on the Site. They apply to the exclusion of any other agreement.
- 1.4 These T&Cs are considered to be an integral and essential part of the contract concluded between HOORTRADE and each of its Customers. They are accessible at any time on the Site.
- 1.5 These T&CS are systematically notified to the Customer during the validation of his order, which implies the full and unreserved acceptance of these T&CS. This acceptance consists of ticking the corresponding box provided for this purpose. Ticking this box is deemed to have the same value as a handwritten signature from the Customer.
- 1.6 HOORTRADE reserves the right to modify and/or adapt these T&Cs at any time. In this case, only the version in force on the day of the order on the Site is validly applicable to the Customer.
- 1.7 The fact that HOORTRADE does not avail itself, at a given time, of any of the provisions of these T&CS cannot be interpreted as a waiver to avail itself of them later.
- 1.8 HOORTRADE invites each Customer to read these T&Cs carefully, to print them and/or save them on any durable medium, before placing an order for Products on the Site.

## **2. CREATION/HOLDING OF A PERSONAL CUSTOMER ACCOUNT**

- 2.1 The creation and/or holding of a personal customer account is a necessary and mandatory prerequisite in order to validate an order for Products on the Site.
- 2.2 The Customer can create his personal account:
  - From his first visit to the Site or at any other time during a subsequent visit to the Site, from the tab provided for this purpose and accessible on all the pages of the Site.
  - When placing his order on the Site, after having chosen the Products he wishes to order and validated his "Basket".
- 2.3 In order to create his personal account, the Customer must provide all the required information concerning him, it being specified that any incomplete account creation cannot be validated. The login chosen by the Customer cannot be modified. In the event of an error, the Customer must recreate an account, it being specified that it is not possible to transfer data from one account to another account.
- 2.4 Under no circumstances can HOORTRADE be held responsible for an error by the Customer in his email leading to the absence of receipt of communications from HOORTRADE relating to the follow-up of his order.

## **3. PLACING AN ORDER ON THE SITE**

- 3.1 Any order of Products is necessarily made through the Site. HOORTRADE strives to provide the most faithful possible visuals and descriptions of the Products. However, as these visuals and illustrative texts are not contractual, the Customer cannot engage the responsibility of HOORTRADE in this respect.
- 3.2 HOORTRADE does not accept any order for tailor-made products that are not presented on the Site.
- 3.3 Provided that this is expressly offered by HOORTRADE on the Site, the Customer may: Pre-order a Product that is out of stock and being restocked. Order a Product in stock. In these two cases, the Customer must pay the full amount of the order on the Site at the time of his order or pre-order.
- 3.4 The Customer chooses directly on the Site the Product(s) he wishes to order and can, at any time, access the "My Basket" page in order to view the selected Products and validate them in order to place his order.
- 3.5 The Customer must, in any case, connect to his personal account, if he has not done so beforehand, or failing that, create an account in order to place his order on the Site. As part of the finalization of his order, he will be required to provide additional information concerning in particular his telephone number in order to facilitate appointments for the delivery of his Products, as well as the delivery and billing address. of his order. In this regard, the Customer may not request delivery of the Products ordered in a country other than the one in which he

created his personal account. Certain cities or towns are excluded from delivery (see Annex 2 of these T&CS). In any event, 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. Thus HOORTRADE cannot be held responsible in the event of late delivery due to an inaccurate or incomplete delivery address.

- 3.6 The Customer may make changes, corrections, additions or even cancel his order, until it is validated on the order summary page, before payment.
- 3.7 Before proceeding with the validation of his order, the Customer must read these T&Cs and accept them in their entirety and without reservation.
- 3.8 After validation of his order and the information relating to the delivery, the Customer must choose the method of payment for his order in the space reserved for this purpose, add any discount code he has, then validate the payment.
- 3.9 The contract is definitively concluded between HOORTRADE and the Customer once the order confirmation has been received by the latter. This order confirmation contains these T&Cs in PDF version. The final order cannot be the subject of any cancellation, total or partial, on the part of the Customer, except exercise of the right of withdrawal provided for in article 7. Consequently, in the event of an error in the order or duplicate, the Customer must approach HOORTRADE who may possibly allow the withdrawal of the order before delivery. In such a case, the withdrawal costs specified in paragraph 7 will be payable by the Customer.
- 3.10 Any request relating to an order must be sent to HOORTRADE via the contact form dedicated to this purpose on the Site, accessible via the Customer's personal account.

## **4. PRICE AND TERMS OF PAYMENT**

### **PRODUCT PRICES**

- 4.1 Access to the Site and to the presentation of the Products is free. Only the order of one or more Products will be subject to payment by the latter.
- 4.2 The applicable prices are those valid on the day of the order on the Site by the Customer.
- 4.3 The prices of the Products and any additional costs related to the order are indicated, in a clear and understandable manner, on the summary of the

### **PAYMENT TERMS**

- 4.4 The prices will be invoiced on the basis of the rates in force at the time of the order. An invoice summarizing all the Products ordered by the Customer as well as their respective cost will be systematically sent to the Customer.
- 4.5 The Customer will pay the price of his order, directly on the Site, according to the payment method and option selected when placing his order, and this, in accordance with the process provided for this purpose. Depending on his country of residence, different payment methods are offered by HOORTRADE to the Customer:
  - In the event of payment of an order or a pre-order with CB/Mastercard/Visa/Paypal/ SOFORT / GIROPAY / BANCONTACT / IDEAL / PRZELEWY24 / EPS / FINTECTURE, the Customer is debited when placing the order or the pre-order.
  - In the event of payment for an order or pre-order with the payment solution in 3 installments or 4 installments by credit card, service provided by ALMA (Alma SAS company), located at 176 Avenue Charles de Gaulle 92200 Neuilly-sur-Seine and registered with the RCS Nanterre under number 839 100 575, the Customer is immediately debited for the first monthly payment when placing the order or pre-order. Depending on the solution chosen, monthly payments will be deducted each month, on the anniversary date of the signing of the sales contract, until full reimbursement determined at the time of validation of the order. HOORTRADE does not act in any way as a lender within the meaning of article L.311-1 of the Consumer Code. Any refusal to grant credit by Alma for an order may result in its cancellation. Any termination of the T&Cs which bind the Client and HOORTRADE results in the termination of the T&Cs or the credit contract between Alma and the Client. Payment in three/four installments is available via our partner Alma. Payment security is ensured by ALMA and its service providers. All payments are protected by 3D Secure. Amount of purchases: Only purchases between €50 and €4,000 are eligible for payment with Alma Fees: By paying in several installments with Alma, the Customer pays legal management fees which are indicated at the time of placing the order. Alma is a telepayment manager and issues an electronic certificate which will serve as proof of the amount and date of the transaction in accordance with the provisions of articles 1316 et seq. of the civil code.
- 4.6 The Customer is informed that for any payment, HOORTRADE uses a secure payment system managed by the authorized payment providers CHECKOUT and PAYPAL.
- 4.7 Failure to pay on the due date will automatically, without prior formal notice and automatically, result in the suspension or invalidation of the Customer's order, without prejudice to any other course of action.

### **SPECIAL OFFERS AND PROMO CODES**

- 4.8 The special offers, promo codes, and discounts displayed on the site are, in principle, valid as long as they are visible. The site reserves the right to end such offers at any time.
- 4.9 Unless otherwise specified, promo codes are valid only once per order. For the code to be validated at the time of purchase, the consumer must meet the required conditions for the promo code to apply: minimum price, selected item, number of items, validity date, etc.
- 4.11 Order validation and payment mean that the consumer agrees with the price. The consumer cannot in any case request a refund for the discount code not applied after payment. No refund will be made if the consumer confirms the order without the discount code being taken into account. The terms of use, validity, and value of coupons and promo codes are variable.

## **5. DELIVERY OF THE PRODUCTS**

- 5.1 The Products ordered on the Site are delivered with all the corresponding user and installation instructions. These documents can also be sent to the Customer at his request. The Customer is informed that in the event of an order for a Product delivered in several packages, the corresponding notices are inserted in only one of the packages delivered.
- 5.2 The Customer is informed that the Products are delivered by means of a carrier authorized for this purpose. Delivery is offered.
- 5.3 Unless otherwise stated on the Site during the ordering process or in the description of the Products ordered (in particular in the event of reservation or pre-order of a Product), HOORTRADE undertakes to ship the said Products within 72 working hours from the confirmation of the order. The deadlines announced on the Site are in accordance with the practices of our authorized carriers. In any case, the Products ordered will be delivered within a maximum period of thirty (30) days after the conclusion of the contract or within the period agreed with the Customer. Pre-orders provide the Customer with the reservation of the stock of goods being received.
- 5.4 Delivery takes place at the address indicated by the Customer. HOORTRADE does not have the possibility of modifying the address after the validation of the order. Any absence of the Customer during the delivery appointment agreed with the carrier, including in the event of an error in the delivery address and/or difficulties in contacting the Customer, will be equivalent for HOORTRADE to a refusal by the Customer to take possession of the Products. In such a case, HOORTRADE will be entitled to invoice the Customer for all or part of the additional costs related to the need to carry out a new delivery of the Product(s), of which the Customer will have been informed beforehand.
- 5.5 In the event that the Customer does not receive the Product(s) ordered, without any justification being sent to HOORTRADE, HOORTRADE reserves the right to invoice the Customer for penalties calculated in accordance with the return costs grid 7.7).
- 5.6 Upon delivery, the Customer takes care to immediately check the number of packages delivered and their condition. The Customer may refuse a package at the time of delivery if he notices an anomaly concerning the delivery (damage, damaged or open package, broken or damaged Products, etc.). In the event of a missing package as part of the delivery, the Customer must report it on the delivery note, mentioning the reference of the missing package, and take possession of the other packages. If the Product(s) ordered by the Customer have been damaged or damaged during their transport to the agreed place of delivery or in the absence of one or more packages, the Customer must imperatively formulate, upon delivery, any useful, precise and reasoned reservation on the delivery note presented to him by the carrier. These reservations must be formulated in a clear and detailed manner (mention of the missing or damaged packages and the number concerned among the packages delivered, description of the problem encountered and the resulting damage). General formulations, such as "subject to opening" or "subject to verification or inventory of the package" do not constitute precise and reasoned reservations as expected by HOORTRADE and have no value.
- 5.7 The Customer is duly informed that neither the carrier nor HOORTRADE can be held responsible for the receipt of packages by a person authorized by the Customer and who would accept delivery without reservation. HOORTRADE must in any case be informed of such a situation as soon as possible in order to allow it to contact the carrier concerned and determine the follow-up to be given to the order delivered. As such, the Customer is asked to document the problems encountered (photo, comments on the delivery note) in order to facilitate the processing of returns with the carrier. In the absence of any reservations made upon delivery, the Customer acknowledges having received Products in accordance with his order and in apparent good condition, without prejudice to the Customer subsequently availing himself of the legal guarantees applicable subject to the meeting of the conditions. required.
- 5.8 If the Customer's package is returned to HOORTRADE due to an anomaly or damage, the latter will contact the Customer upon receipt of the return package to ask him what to do with his order. If the Customer has mistakenly refused the parcel, he may request it to be returned by first paying the costs relating to the new shipment which will be communicated to him. These costs must also be paid for orders for which the shipping costs were offered when the order was placed.
- 5.9 Any delay in delivery in relation to the date or deadline indicated to the Customer when ordering or, in the absence of indication of date or delay during the order, greater than thirty (30) days from the conclusion of the contract may lead to the resolution of the sale on the Customer's initiative, upon written request from him by registered letter with acknowledgment of receipt, if after having instructed HOORTRADE to make the delivery, he has not complied. The Customer will then be reimbursed for all sums paid, at the latest within fourteen (14) days following the date on which the contract was terminated. This clause is not intended to apply if the delay in delivery is due to a case of force majeure.

## **6. INVENTORY BEFORE ASSEMBLY**

After delivery of his order and before any request for HOORTRADE's after-sales service, the Customer must ensure that he has checked all the parts contained in the packages delivered and this, within a maximum period of fourteen (14) calendar days. This complete verification is imperative in order to limit the multiple recourse to HOORTRADE's after-sales service and thus allow HOORTRADE to respond to the Customer's request(s) made at one time and as soon as possible. Otherwise, HOORTRADE's response times may be extended.

## **7. RIGHT OF WITHDRAWAL**

- 7.1 The Customer has a period of fourteen (14) clear days from receipt of the Products to exercise his right of withdrawal from HOORTRADE, under the legal conditions in force referred to in the Consumer Code, without have to justify any reason or pay penalties.
- 7.2 If he intends to exercise his right of withdrawal, the Customer must inform HOORTRADE of his decision to withdraw from the contract concluded by sending, before the expiry of the aforementioned period: With the form

attached to these T&CS, in Appendix 1 and sent either by mail with acknowledgment of receipt, or via the contact form available from the customer area of the Site. Any other explicit statement, unambiguous, expressing its desire to withdraw (for example, a letter sent by registered mail with acknowledgment of receipt).

- 7.3 In any case, the Customer must indicate a desire to withdraw without ambiguity and unequivocal.
- 7.4 When HOORTRADE receives the withdrawal form duly completed, it will send the Customer, without delay, an acknowledgment of receipt of his withdrawal on a durable medium, to the email address provided by the Customer when ordering.
- 7.5 Any return of a Product by the Customer to HOORTRADE before receipt of the acknowledgment of receipt and/or a written confirmation from HOORTRADE mentioning the place/site to which this Product must be returned, will be refused by HOORTRADE and returned to the sender.
- 7.6 In any case, the Customer will be required to return the Products to HOORTRADE or any other person designated by HOORTRADE, without undue delay, and at the latest within fourteen (14) days following the communication of its decision to withdraw. In any case, the Customer must return the Product(s) concerned to HOORTRADE in its original packaging, including the instructions sent and/or any accessories.
- 7.7 To this end, and given the nature of the Products, HOORTRADE offers the Customer a service for returning Products due to their volume and/or weight. The costs of returning the Products are made up of fixed costs of 26.45 euros including tax per package + variable costs depending on the weight of the package (see table below).

**WEIGHT OF PACKAGE UNTIL (in KG) COSTS OF FEEDBACK BY PACKAGE tax included**

1	46,85 €
2	47,75 €
3	48,65 €
4	49,56 €
5	50,46 €
6	51,36 €
7	52,26 €
8	53,17 €
9	54,07 €
10	54,97 €
11	55,87 €
12	56,78 €
13	57,68 €
14	58,58 €
15	59,48 €
16	60,39 €
17	61,29 €
18	62,19 €
19	63,09 €
20	64,00 €
21	64,90 €
22	65,80 €
23	66,70 €
24	67,61 €
25	68,51 €
26	69,41 €
27	70,31 €
28	71,21 €
29	72,12 €
30	73,02 €

Any useful verification is, in any event, carried out by HOORTRADE upon receipt of the Products. In order for HOORTRADE to carry out the necessary checks and manage his withdrawal request in optimal conditions, HOORTRADE strongly recommends that the Customer send him a photograph of the returned Product(s) and the package(s) before dispatch. HOORTRADE asks the Customer to remove the transport labels on the Packages. Items returned incomplete, damaged, damaged due to improper handling by the Customer will not be refunded in full. HOORTRADE will communicate to the Customer the value of the compensation corresponding to the damage suffered.

- 7.8 In the event of exercise of his right of withdrawal by the Customer, all the sums paid by the Customer will be reimbursed to him by HOORTRADE, without undue delay, within fourteen (14) days from the date on which HOORTRADE is informed of the Customer's decision to withdraw. The corresponding return costs will be deducted from the refunded amount. This reimbursement may be deferred until the Products are recovered or until the Consumer Customer has provided proof of the shipment of these Products with a photograph of the Product and the package, the date chosen being that of the first of these events. Reimbursement will be made using the same means of payment as that used when placing the order, unless the Customer expressly agrees to the use of another means of payment and provided that the reimbursement does not give rise to any costs for the Customer.

## **8. GUARANTEE OF THE PRODUCTS**

## LEGAL GARANTEES

When acting as a legal guarantee of conformity, the consumer has a period of two years from the delivery of the goods to act; he can choose between repairing or replacing the good, subject to the cost conditions provided for in article L.217-9 of the Consumer Code; except for second-hand goods, it is exempted from proving the existence of the lack of conformity of the good during the 24 months following the delivery of the good.

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

The consumer may decide to implement the guarantee against hidden defects of the thing sold within the meaning of article 1641 of the Civil Code, unless the seller has stipulated that he will not be bound by any guarantee; in the event of an implementation of this guarantee, the buyer has the choice between the resolution of the sale or a reduction of the sale price in accordance with article 1644 of the Civil Code. He has a period of two years from the discovery of the defect.

The postponement, suspension or interruption of the limitation cannot have the effect of extending the extinctive limitation period beyond twenty years from the day of the birth of the right in accordance with article 2232 of the Civil Code.

Any product repaired within the framework of the legal guarantee of conformity benefits from an extension of this guarantee of six months.

- 8.1 All Products acquired on the Site benefit from the following legal guarantees, provided for by the Civil Code and the Consumer Code.
- 8.2 The Customer is however duly informed that any modification, cutting, personalization of one or more parts of the Products delivered prevents the application of the associated legal guarantees, defined below.

## LEGAL GUARANTEE OF CONFORMITY

- 8.3 According to articles L.217-4 and following of the Consumer Code, the seller is required to deliver goods that comply with the contract concluded with the consumer Customer and to respond to any lack of conformity existing during the delivery of the Product. The guarantee of conformity may be exercised if a defect should exist on the day of taking possession of the Product.
- 8.4 However, when the defect has appeared within 24 months of this date, it is presumed to fulfill this condition. But, in accordance with article L.217-7 of the Consumer Code, "the seller can challenge this presumption if it is not compatible with the nature of the [Product] or the alleged lack of conformity". In this respect, HOORTRADE may analyze the disputed Product in order to determine whether or not the noted defect existed on the day of delivery of the Product to the Customer. On the other hand, after this period of 24 months, it will be up to the Customer to prove that the defect existed at the time of taking possession of the Product.
- 8.5 In accordance with article L.217-9 of the Consumer Code, "in the event of a lack of conformity, the buyer chooses between the repair and the replacement of the goods. However, the seller may not proceed according to the choice of the buyer if this choice entails a manifestly disproportionate cost with regard to the other method, taking into account the value of the good or the importance of the defect. He is then required to proceed, unless this is impossible, according to the method not chosen by the buyer".

## LEGAL GUARANTEE AGAINST HIDDEN DEFECTS

- 8.6 According to articles 1641 to 1649 of the Civil Code, the Customer may request the exercise of the guarantee against hidden defects if the defects presented did not appear during the purchase, are prior to the purchase, and are sufficiently serious ( the defect must either render the Product unfit for the use for which it is intended, or diminish this use to such an extent that the buyer would not have purchased the Product or would not have purchased it at such a price if he had experienced the defect).
- 8.7 Complaints, requests for reimbursement for a non-compliant Product must be made by post or via the contact form dedicated to this purpose and accessible on the Site from the customer area. The Customer will be reimbursed by bank transfer for the amount of his order. The costs of the refund procedure (in particular the return shipping costs of the Product concerned) will remain the responsibility of HOORTRADE.

## COMMERCIAL GUARANTEE

- 8.8 Without prejudice to the right to benefit from the legal warranties in force, as mentioned above and for which HOORTRADE remains bound in order to guarantee the conformity of the Products, the Customer may benefit from an additional commercial guarantee, depending on the Product(s) acquired.
- 8.9 The commercial guarantee is subject to payment.

The duration and amount of the commercial guarantee are also indicated on the customer's invoice appearing in his customer area.

## 9. LIABILITY

- 9.1 Each of the parties assumes responsibility for the consequences resulting from its faults, errors or omissions and causing direct damage to the other party.

## CUSTOMER LIABILITY

- 9.2 The Customer is solely responsible for the quality, precision, relevance and accuracy of the information he provides on the Site for the purpose of placing and validating his order. Any error on his part regarding the information communicated to HOORTRADE when placing his order and likely to impact the delivery of the

Products ordered may give rise to a new invoicing by HOORTRADE of the costs necessary to provide for a new delivery. The responsibility of HOORTRADE can in no way be engaged in this respect.

- 9.3 The Client is solely responsible towards HOORTRADE and, where applicable, third parties for any damage, of any nature whatsoever, caused by information communicated, transmitted or disseminated on the occasion of the award of its order and the application of these T&CS, as well as any breach on its part of these contractual stipulations.
- 9.4 The Customer is solely responsible for the choice of Products that he orders through the Site.
- 9.5 The assembly and mounting of the Product(s) delivered are carried out under the full responsibility of the Customer. Similarly, any possible cutting of the Product or modification of a part making up the Product is carried out under the sole responsibility of the Customer. Under no circumstances can HOORTRADE be held responsible for an assembly that does not comply with the rules of the art or with the assembly and use instructions.
- 9.6 To ensure proper handling of the Customer's complaint, the Customer must examine the condition and contents of his package on the day of delivery in order to formulate the necessary reservations under the conditions referred to in Article 5) and notify immediately to HOORTRADE via the contact form any defect found. In the event of a defect noted, the Customer must not proceed with the assembly of the Product before the processing of his complaint by HOORTRADE (see the processing times in article 8.9 of these T&CS). In the event of assembly of the product, HOORTRADE cannot be held responsible for defects observed once the product has been assembled. Consequently, if the Customer does not inform HOORTRADE of the existence of a defective part and assembles it as part of the assembly of the Product, he cannot rely on the lack of conformity of the part.
- 9.7 When he entrusts the assembly and installation of the Product acquired to a third-party professional service provider or installer, the latter remains solely responsible for the assembly, the means implemented for this purpose and any damage that may result for the Customer. and/or the Product on the occasion or at the end of its installation. The responsibility of HOORTRADE cannot in any case be engaged in this respect. Any request made to HOORTRADE's after-sales service in this case will be rejected by HOORTRADE. Any possible defect in the structure or shape of a component part of the Product before its assembly, drilling, etc. must, in this case, be notified to HOORTRADE without delay, it being specified that the Customer then undertakes to suspend the assembly entrusted to the third-party professional. HOORTRADE cannot be held responsible for the defect observed if the disputed part was installed or incorporated into the structure of the Product, despite the notification sent to HOORTRADE.

## **LIABILITY OF HOORTRADE**

- 9.8 HOORTRADE implements all the necessary measures intended to ensure the Customer the supply of quality Products and in optimal conditions. HOORTRADE assumes full responsibility for the Products offered to Customers on the Site and will deal solely with potential complaints relating to said Products.
- 9.9 HOORTRADE cannot, however, be held liable for any damage, which would be attributable either to the Customer himself, or to the unforeseeable and insurmountable event of a third party unrelated to the contract, or to a case of force majeure.
- 9.10 Furthermore, it cannot be held liable in the event of damage suffered by the Customer related to improper use or assembly/assembly of the Products that does not comply with the instructions, whether this installation is carried out by the Customer himself or a service provider. third party mandated by the Client.
- 9.11 In the event of a Customer complaint related to a defect noted on a Product, HOORTRADE undertakes to acknowledge receipt of the Customer's request within forty-eight (48) working hours from receipt of the Customer's complete file (reference, quantity, photos, any information requested by HOORTRADE). In the event of a defect noted on a Product and confirmed by HOORTRADE, HOORTRADE undertakes to offer the Customer a solution adapted to his request within fourteen calendar days from the confirmation of the handling of the complaint.

## **10. FORCE MAJEURE**

- 10.1 "Force majeure" is defined as any event beyond the control of one of the parties and which cannot be reasonably foreseen at the time of the conclusion of the contract established between HOORTRADE and the Client. Such an event will be characterized when the party, victim of such an event, is prevented from properly performing its contractual obligations, despite the implementation of adequate and appropriate measures intended to limit its effects.
- 10.2 Neither party will be held liable vis-à-vis the other for the non-execution or delays in the execution of an obligation arising from these T&CS which would be due to the fact of the other party consecutively upon the occurrence of a case of force majeure, as recognized and defined by French case law.
- 10.3 The case of force majeure suspends the obligations arising from these T&CS for the entire duration of its existence and neither party may, during this period, validly claim the existence of such a case of force majeure within the meaning of the article 1218 of the Civil Code in order to justify the end of its contractual relationship with the other party. However, if the case of force majeure had a duration of existence greater than thirty (30) consecutive days, it would give rise to the automatic termination of these T&CS by one or other of the parties, eight (8) days after sending a registered letter with acknowledgment of receipt notifying this decision.

## **11. INTELLECTUAL PROPERTY**

- 11.1 The Site, as well as the databases, texts, documents, information, images, photographs, graphics, logos, or any other data are protected under articles L.111-1 and following of the Intellectual Property Code and remain the exclusive property of HOORTRADE or, where applicable, of their respective owners from whom HOORTRADE has obtained the necessary operating authorizations.
- 11.2 HOORTRADE remains the owner of all intellectual property rights filed and registered with the National Institute of Intellectual Property (INPI) and relating to the Site, as well as all intellectual property rights and

copyrights. author relating to any other distinctive sign belonging to him.

- 11.3 Any reproduction and/or representation, downloading, translation, adaptation, exploitation, distribution, dissemination and/or communication, in any form whatsoever, whether commercially or not, of all or part of the Site or of any of the rights intellectual property belonging to HOORTRADE is strictly prohibited. The Customer also refrains from any action and any act likely to directly or indirectly infringe the intellectual property rights of HOORTRADE.
- 11.4 In the event of an infringement of the intellectual property rights relating to the Site or the rights of HOORTRADE, the Customer is invited to report it to HOORTRADE via the contact form in the customer area of the Site.

## **12. PROTECTION OF PERSONAL DATA**

- 12.1 The Customer is informed that the creation of his personal account as well as the placing and validation of his order on the Site give rise to the collection and processing by HOORTRADE of personal data concerning him, the use of which is subject to the provisions of Law No. 78-17 of January 6, 1978 relating to Data Processing, Files and Freedoms and European Regulation 2016/679 of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data. personal nature and the free movement of such data (hereinafter the "GDPR").
- HOORTRADE makes available to the Client, on its Site, a privacy policy accessible at the following URL address [www.sicaan.fr/](http://www.sicaan.fr/) - [www.sicaan.be/](http://www.sicaan.be/) - [www.sicaan.it/](http://www.sicaan.it/) - [www.sicaan.es/](http://www.sicaan.es/) - [www.sicaan.de/](http://www.sicaan.de/) - [www.sicaan.nl/](http://www.sicaan.nl/) - [www.sicaan.pl/](http://www.sicaan.pl/) - [www.sicaan.lu/](http://www.sicaan.lu/) - [www.sicaan.pt/privacy](http://www.sicaan.pt/privacy) - [www.sicaan.at/privacy/](http://www.sicaan.at/privacy/) - [www.sicaan.ie/privacy/](http://www.sicaan.ie/privacy/) - [www.sicaan.dk/privacy/](http://www.sicaan.dk/privacy/) - [www.sicaan.fi/privacy/](http://www.sicaan.fi/privacy/) - [www.sicaan.se/privacy/](http://www.sicaan.se/privacy/) - [www.sicaan.co.uk/privacy/](http://www.sicaan.co.uk/privacy/) - [www.sicaan.cz/privacy/](http://www.sicaan.cz/privacy/) - [www.sicaan.gr/privacy/](http://www.sicaan.gr/privacy/) - [www.sicaan.hr/privacy/](http://www.sicaan.hr/privacy/) - [www.sicaan.hu/privacy/](http://www.sicaan.hu/privacy/) - [www.sicaan.lt/privacy/](http://www.sicaan.lt/privacy/) - [www.sicaan.lv/privacy/](http://www.sicaan.lv/privacy/) - [www.sicaan.ro/privacy/](http://www.sicaan.ro/privacy/) - [www.sicaan.si/privacy/](http://www.sicaan.si/privacy/) - [www.sicaan.sk/privacy/](http://www.sicaan.sk/privacy/), and describing the principles of collection and processing of personal data practiced by HOORTRADE, as well as the rights that the Customer has vis-à-vis his data.

## **13. LANGUAGE OF THE T&Cs**

- 13.1 These T&Cs are written in French.
- 13.2 In the event that they should be translated into one or more languages, only the version of the text in French will prevail in the event of a dispute.

## **14. RIGHT APPLICABLE AND JURISDICTION COMPETENT**

- 14.1 These T&Cs are governed by French law.
- 14.2 In the event of a dispute to which these T&Cs (or one of their clauses) and/or the relations between the parties could give rise, the Customer may seize, at his option, in addition to one of the jurisdictions territorially competent under the Code of civil procedure, the jurisdiction of the place where he lived at the time of the conclusion of the contract or the occurrence of the harmful event.
- 14.3 According to Article L.612-1 of the Consumer Code, it is recalled that "every consumer has the right to have free recourse to a consumer mediator with a view to the amicable resolution of the dispute between him and a professional. To this end, the professional guarantees the consumer the effective use of a consumer mediation system".
- 14.4 In accordance with ordinance no. 2015-1033 of August 20, 2015 and implementing decree no. 2015-1382 of October 30, 2015, any so-called consumer dispute or dispute, subject to article L.612-2 of the Consumer Code, may be the subject of an amicable settlement by mediation with the CMAP - Center for Mediation and Arbitration of Paris.
- 14.5 To submit his dispute to the mediator, the Customer may:
  - complete the form on the CMAP website: [www.mediateur-conso.cmap.fr](http://www.mediateur-conso.cmap.fr); Or,
  - send their request by ordinary or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS; Or,
  - send an email to [consumption@cmap.fr](mailto:consumption@cmap.fr).
- 14.6 It is recalled that mediation is not compulsory, unless otherwise provided by law, and is proposed in order to resolve disputes by avoiding recourse to justice

# ANNEX 1 - MODEL OF FORM OF WITHDRAWAL

(Please complete and send back this form only if you wish to retract from the CONTRACT)

To the attention of HOORTRADE, 83-85 boulevard du parc de l'Artillerie - 69007 LYON - France

I hereby notify you of my withdrawal from the contract relating to order number :

And concerning the Product(s) below :

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Received on : \_\_ / \_\_ / \_\_\_\_

I accept the return service offered by Hoortrade (paragraph 7.7 of the T&Cs)

Date : \_\_ / \_\_ / \_\_\_\_

Signature (only in case of notification of this form on paper):