GENERAL TERMS AND CONDITIONS OF SALE

INTRODUCTION

These general terms and conditions of sale apply to all transactions between:

IZIPIZI, a French simplified joint-stock company [société par actions simplifiée, SAS] with a capital of 50,000 euro, the headquarters for which is located at 19 rue Blanche 75009 Paris, registered in the Trade and Companies of Paris under the number 524 478 138,

Hereinafter referred to as "IZIPIZI"

And

Any natural person who acts as an individual or as a representative of a legal entity visiting or carrying out, via the <u>www.izipizi.com</u> website, which is the property of IZIPIZI, a purchase of one or more products,

Hereinafter the "Customer"

IZIPIZI and the Customer are hereinafter referred to collectively as the "**Parties**" and individually as the "**Party**".

By placing an order via the website <u>www.izipizi.com</u> the Customer indicates that they have read and accepted these general terms and conditions of sale.

As the <u>www.izipizi.com</u> website ("**Site**" or "**Website**") is an online retail space, the Customer recognizes being perfectly informed of the fact that their agreement regarding the content of these terms and conditions of sale does not require the handwritten signature of this document.

The Customer is invited to save and print these terms and conditions of sale, which are binding between the Parties.

The Customer declares that they are over the age of 18 and have full legal capacity to commit to these terms and conditions and thus enter into contracts under French law.

IZIPIZI CONTACT DETAILS

IZIPIZI 19 rue de Calais 75009 Paris FRANCE

+331 58 16 27 92

Email: <u>contact-us@izipizi.com</u>

1 – PURPOSE

The purpose of these general terms and conditions of sale is to define the rights and obligations of both Parties in remote transactions involving the products offered for sale via the online retail function of the website <u>www.izipizi.com</u>, from the placing of orders through to after-sale service and guarantees, and including payment and delivery.

2 - APPLICATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE

The version of these general terms and conditions of sale which shall apply to Customers is the version displayed on the website at the time their order is placed.

Historical versions of these general terms and conditions of sale are archived by IZIPIZI.

These general terms and conditions of sale may be updated or deleted at any time.

3. UNAVAILABILITY OF THE WEBSITE

The website <u>www.izipizi.com</u>, or access to one or more of the Site's services such as the online retail function, may be temporarily or permanently closed without warning without the Customer being eligible for any compensation whatsoever as a result of such closures.

4. PRODUCTS

4.1 Availability

The products offered for sale by IZIPIZI are those displayed on the website <u>www.izipizi.com</u> on the date the Customer visits the Site.

Products are offered for sale subject to available stock. Although the stock is displayed in real time on the website <u>www.izipizi.com</u>, a product may be missing (inventory or other error). Under these conditions, IZIPIZI undertakes to inform the Customer via any means at its convenience as soon as possible after the order is placed.

In this case, IZIPIZI may, in agreement with the Customer, organize a new delivery date in accordance with its restocking. Where no agreement can be reached or it is impossible to make the ordered product available, IZIPIZI will reimburse the amount paid by the Customer within a maximum of 10 days, with the latter not being entitled to any compensation.

4.2 Information/guarantees

Utmost care is taken to ensure that, before any orders are placed, information is made available online concerning the essential characteristics of the products offered for sale, as well as the available payment and delivery methods. There may be minor variations in the product's representation, e.g. in the accompanying photographs, but these variations do not affect the product's essential characteristics. These variations will under no circumstances engage IZIPIZI's contractual liability.

An online diopter test is presented during the preliminary stages of placing an order. This test is not intended to replace a visit to an eye care professional and will not engage IZIPIZI's liability in the event of inappropriate use by the Customer.

The information presented on the website <u>www.izipizi.com</u> in no way exempts Customers from their responsibility to consult all other information concerning products or provided on products or their packaging materials (user instructions, cleaning instructions, etc.).

A damaged or modified product must not be used (significant scratches, etc.).

4.3 Use of the products

Customers undertake to use products for their intended purpose only and to abide by the instructions contained in the user guide to ensure that this is the case.

IZIPIZI cannot accept any liability for misuse of its products, particularly use for anything other than their intended purpose.

5. PRICES

Order prices for all products are provided in the dedicated section of the online sales portal.

The prices shown are for the country of delivery.

The indicated prices take into account the possible discounts applicable at the time of order; they correspond to:

- prices inclusive of all taxes (or "incl. VAT", the value added tax being the tax applicable in French territory) for deliveries in mainland France, Corsica and Monaco, and any other country in the European Union in which the e-commerce franchise threshold has not been exceeded;
- prices inclusive of all taxes or ("incl. VAT", the value added tax being the tax applicable in territory of delivery) for deliveries in any European Union countries in which the ecommerce franchise threshold has been exceeded;
- prices excluding taxes (or "excl. VAT"), for deliveries in Switzerland and in any country outside of the European Union. In these countries, they may be subject to possible taxes and custom duties that are imposed when the parcel reaches its destination. These possible customs duties and taxes are the Customer's responsibility. IZIPIZI is not required to inform the Customer of their amount, or of their existence.

The prices indicated on the website are guaranteed at the time of the order while stocks last unless there are significant modifications to charges, in particular VAT, and unless there is an obvious typographical error or omission.

These prices do not include, unless otherwise specified, shipping costs, which will be added to the sale price during the order placement process and before the Customer confirms their order.

When the Customer receives confirmation of their order by email, the total cost of each order (price + shipping costs) will be indicated.

Product sale prices do not include the communication fees associated with the use of the online sales service, which remain payable by the Customer.

IZIPIZI reserves the right to change its prices at any time. Nevertheless, products will be invoiced using the prices in force at the time the order is placed.

6 - ORDERS

6.1 Placing an order

The order process comprises the following steps:

- Step 1: The Customer adds items to their basket.
- Step 2: The information communicated by the Customer when opening their Customer account or placing their order must be complete, accurate and up to date. Failing this, IZIPIZI will not be able to process orders correctly. If the Customer does not wish to communicate such information, IZIPIZI will not be able to respond favorably to their order.
- Step 3: Consultation of the general terms and conditions of sale.
- Step 4: Agreement to the general terms and conditions of sale by ticking the box "I agree to the general terms and conditions of sale" (box unchecked by default).
- Step 5: Confirmation of the order by clicking on the "Confirm my order" button.

The Customer receives confirmation of their order via email.

All orders placed by the Customer via this process imply the latter's full and irrevocable acceptance of the terms and conditions of sale.

6.2 Order confirmation

In accordance with the applicable regulations, the contractual information will be confirmed in due course and at the latest at the time of delivery, via email at the email address indicated by the Customer on the purchase order.

This confirmation message will include the following information:

- details of the products;
- the order reference number;
- the total value of the order (price + shipping fees).

It is the Customer's responsibility to store the contractual information on the medium of their choosing.

IZIPIZI reserves the right to refuse orders, including if payment is not authorized, in which case the Customer will receive no notifications from IZIPIZI, as the order will not have been confirmed. However, if payment has been authorized and another problem arises with the order, such as a mistake in the address or any other problem with the user account, IZIPIZI will inform the Customer by email.

Orders will only be considered definitive when:

- the price has been paid in full by the Customer;
- IZIPIZI has verified the availability of the product, which it will do as soon as possible after sending the email confirming receipt of the order placed by the Customer.

For order placements, working hours are Monday to Thursday 09:00 am to 12:30 pm and 2:00 to 6:00 pm, and Friday 09:30 am to 12:30 pm and 2:00 to 4:00 pm (French time), excluding public holidays. In general, any order placed by 12 noon is shipped on the same day, except in the event of force majeure. Additional timeframes are those applied by shipping partners.

7 - PAYMENT

7.1 Payment options

Payment must be made online using a bank card or PayPal, or via a transfer to IZIPIZI's banking partner. Delivery documents will be placed inside the parcel containing the products ordered.

An order will only be considered definitive once the Customer has confirmed it by paying the corresponding price.

For bank card payments made via the website, IZIPIZI uses the secure payment service provided by our banking partners. All information transmitted from the website <u>www.izipizi.com</u> to the payment system is systematically encrypted to ensure confidentiality. All payments made by bank card via the Website are processed immediately.

Customers can also pay using "E-carte bleue" if their bank offers this service. In this case, it will provide them with a virtual bank card number allowing them to complete their purchase on our Website.

7.2 Payment problems

If Customers fail to pay the order price in full, with no legitimate reason for this non-payment, IZIPIZI reserves the right to apply late payment interest charges, calculated using the legal base rate of interest applicable as of the date on which payment was due plus 3 percentage points.

If recovery proceedings are deemed necessary (collection agency, lawyers, or bailiffs), after notification by regular mail, all costs incurred by IZIPIZI with such professionals will be payable by the Customer, plus a 40 Euro fixed recovery charge which shall in no way absolve the Customer of the responsibility to pay all recovery fees in full.

7.3 Transferal of ownership

Delivered products remain the sole property of IZIPIZI until full and final payment has been received from the Customer. If Customers fail to pay for their orders, IZIPIZI will be entitled to demand the return of the products in question.

The transfer of risks of loss or deterioration to the Customer occurs on the delivery date of the product, meaning receipt of the product by the Customer.

8 - DELIVERY CONDITIONS AND TIMEFRAMES

8.1 Preparation of orders

In general, any order placed by 12 noon is shipped on the same day, except in the event of force majeure. Additional timeframes are those applied by shipping partners.

Orders are prepared in a dedicated warehouse:

DSV for Izipizi

701 Bilter Road Aurora, IL 60502

United States of America

8.2 Delivery times

Products ordered by Customers will be delivered within a maximum of thirty (30) working days of the order confirmation and its payment.

If a product is not available, IZIPIZI undertakes to inform the Customer as soon as possible so that the Customer can be reimbursed quickly and at the latest within fourteen (14) days of paying the amounts.

In the event of a foreseeable delay in delivery, IZIPIZI undertakes to inform the Customer as soon as possible by any suitable means, allowing them to decide whether to continue with the affected order or wholly or partially cancel it.

IZIPIZI can under no circumstances be held liable or responsible for the consequences of events beyond its control, particularly cases of force majeure or other unforeseen

circumstances which might delay or prevent delivery of the products ordered.

In the event of non-compliance with the above period increased by seven (7) days, the Customer may cancel their order by sending a registered letter with acknowledgement of receipt to the address of the headquarters indicated at the top of these terms and conditions of sale. The cancellation will only be taken into account by IZIPIZI if shipment or delivery has not taken place between the sending and receiving of this letter. The Customer will be reimbursed at the latest within fourteen (14) days following IZIPIZI's receipt of the registered letter.

IZIPIZI reserves the right to choose the shipping company and guarantees the smooth flow of products.

WARNING: if a parcel is returned to the sender due to a non-compliant or incorrect delivery address provided by the Customer, IZIPIZI reserves the right to invoice the Customer for the new shipping fees. In this case, if the parcel is once again returned to the sender, it will not be sent to the Customer again and the amount corresponding to this order, including any additional delivery fees, will remain in IZIPIZI's possession.

8.3 Inspection of the delivery

IZIPIZI guarantees that all products delivered correspond to the essential characteristics described on the website <u>www.izipizi.com</u> and are fit for their stated purpose.

The Customer is responsible for checking the condition of the packaging and compliance of the products delivered, and must note any reservations on the shipping company's delivery slip.

8.4 Shipping company

IZIPIZI decides on the shipping company. Packages are amply sized and products are protected.

Country	Collection point	Mail tracking/Standard home delivery	Express home delivery
Germany	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
Australia	N/A	N/A	AU\$15 or free of charge for orders over AU\$100
Austria	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80

Belgium	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
Canada	N/A	N/A	CA\$15 or free of charge for orders over CA\$90
Spain	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
United States	N/A	N/A	\$7 or free of charge for orders over \$60
France	€5 or free of charge for orders over €60	€5 or free of charge for orders over €60	€10
Italy	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
Switzerlan d	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
Netherland s	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
Portugal	€5 or free of charge for orders over €55	€5 or free of charge for orders over €55	€10 or €5 for orders over €80
United Kingdom	N/A	£4.50 or free of charge for orders over £55	£10 or £4.50 for orders over £80

For all other countries, shipping costs are calculated when Customers choose their desired shipping method at the checkout.

IZIPIZI is not liable for the additional taxes and service fees applied by certain countries. Customers are responsible for possible restrictions, duties, taxes, and other fees collected by the destination country, before placing an order. In any event, IZIPIZI will not and may not be held liable for any duties, taxes or customs fees paid by the Customer in this respect.

If the order arrives in the country and:

- the Customer refuses the parcel;
- no delivery attempt is made in the destination country to deliver the parcel;

IZIPIZI reserves the right to abandon this parcel and will not and may not be held liable for any refund in this respect.

9 - GUARANTEES

In accordance with Article 211-2 2° of the French Consumer Code, all products sold by IZIPIZI are covered by the legal guarantee of conformity provided for in Articles L. 217-3 et seq., and the guarantee against hidden defects provided for in Articles 1641-1649 of the Civil Code.

Under no circumstances may IZIPIZI be held responsible for:

- defects resulting from the inappropriate, incorrect or excessive use of its products by the Customer;
- normal wear and tear or aging of its products;
- a lack of maintenance or care;
- negligence or accidents;
- alteration of its products by the Customer or a third party;
- non-compliance with the instructions contained in the user guide to ensure proper use of its products;
- any handling of IZIPIZI products by an unauthorized person (for example, for the replacement of the lenses or hinges, or other repairs).

Scratches on the lenses of IZIPIZI products, as well as any defect resulting from handling by a third party, are expressly excluded from the guarantees referred to above.

9.1 Guarantee of conformity (see Annex 2)

The Customer:

- has a period of two years from the product's date of delivery to take action;
- benefits from the replacement or reimbursement of the product, subject to the cost conditions established in article L 217-12 of the French Consumer Code;
- is exempt from providing the proof of a lack of conformity when the product is delivered within the twenty-four (24) months following the product's delivery;

To benefit from this guarantee, the Customer must provide dated proof of purchase for the product in question.

For purchases made on the <u>www.izipizi.com</u> website, the Customer must implement this guarantee by informing the IZIPIZI customer service team of the lack of conformity via email, at the following address: <u>contact-us@izipizi.com</u>.

9.2 Guarantee against hidden defects (see Annex 2)

In addition, IZIPIZI is bound by the guarantee against hidden defects in its products that make them unfit for the use for which they are intended or that reduce this use to such an extent that the Customer would not have acquired them or would have paid a lower price if they had been aware of them. The Customer has a period of two (2) years from the date they discover the hidden defect to take action.

If the guarantee against hidden defects in the sold item is implemented, the Customer may choose between the reimbursement or replacement of this product.

To benefit from this guarantee, the Customer must provide dated proof of purchase of the product.

The Customer can claim this guarantee by informing the IZIPIZI customer service team of the hidden defect via email at the following address: <u>contact-us@izipizi.com</u>

9.3 Consideration of the Customer's claim

Regarding the Customer's claim, IZIPIZI undertakes to replace the product in question or reimburse the Customer. In the event of a clear cost difference between the two options, IZIPIZI will choose the cheaper solution. With a return due to a defect, IZIPIZI will reimburse the shipping costs upon presentation of corresponding supporting documents and in any event according to current prices. The refund is made on a pro-rata basis of the product price within the entire order.

Subject to the Customer's consent, IZIPIZI may propose a credit note instead of an exchange or refund.

The stipulations of this article do not prevent the Customer from benefiting from the right of withdrawal established in Article 10 below.

10 - RIGHT TO WITHDRAW

In application of Article L 221-18 et seq. of the Consumer Code, Customers have a period of fourteen (14) days following delivery of their orders in which they may withdraw from the transaction.

If the Customer invokes this right to withdraw, the product must be returned no later than fourteen (14) days after their decision to withdraw, at their expense, and in their original condition and packaging, meaning with no evidence of excessive handling (no significant damage to the original packaging or the product, cleaned lenses, labels, product flyers and glasses' packaging included) and accompanied by the delivery note.

The Customer exercises their right to withdraw by informing IZIPIZI of their decision to do so via their online customer account, as follows:

- Go to the "My account > My returns" section of the customer space. If the Customer has not created an account on <u>www.izipizi.com</u>, they must go to their "Guest Tracking" section and transform their account, in order to submit their return request online. The Guest Tracking link can be found in the shipping confirmation email.
- Select the order concerned by the return request, enter the products to be returned, then confirm the return request.

- Put the products to be returned and the delivery note in the original packaging, and seal it carefully.
- Go to the Customer's preferred shipping company to return the parcel to the following address, with the return costs being the Customer's responsibility:

DSV for Izipizi

701 Bilter Road Aurora, IL 60502

United States of America

The Customer bears all the risks of this shipment. IZIPIZI may not be held liable in the event of the loss or theft of the returned product, or its late arrival. The burden of proof of return lies with the Customer.

Products which have been damaged by excessive handling (impaired, damaged, returned incomplete, worn, missing labels, etc.) will not be accepted for return by IZIPIZI. Return costs must be borne by the Customer.

If they exercise this right to withdraw by means of the withdrawal form appended here as Annex 1, the Customer is entitled to request reimbursement of the product(s) returned and the delivery costs incurred, unless the order was partially returned. Under no circumstances may the Customer request a refund for the costs incurred in returning a product.

If the Customer would like a substitution product, they may place an order directly on the website and return the original item so that IZIPIZI can initiate a refund, as the processing time is faster. In any event, the corresponding re-shipment costs will be borne by the Customer.

IZIPIZI undertakes to then reimburse the Customer directly via the means of payment used, within a maximum period of fourteen (14) days from the earliest event between the actual return of the product and the dispatch by the Customer of the proof of shipment of the product.

IZIPIZI will not process any order returned that has not been notified by the Customer.

11 - PROTECTION OF PERSONAL DATA

The IZIPIZI confidentiality and personal data policy is available on its website at the following address: https://www.izipizi.com/fr/content/14-politique-confidentialite-donnees-personnelles

The information gathered by the website upon purchase, particularly details submitted via forms, is required to process orders and will be passed on to the sub-contractor(s) responsible for processing orders, including the shipping company and/or the relevant authorities in the event of a dispute between IZIPIZI and the Customer. The data collected at the time of purchase may not be used for other purposes, including commercial prospecting, without the Customer's express prior consent.

The Customer's banking data will not be stored after purchase, unless if the Customer has agreed to it being saved in their Customer account. In any event, the cryptogram associated with the payment method will never be stored by IZIPIZI.

The Customer has the right to access, modify, correct, and delete all personal information concerning them specifically, as well as the right to oppose the processing of their personal data.

To exercise this right, the Customer should write to IZIPIZI's customer service department at the following email address: <u>contact-us@izipizi.com</u>

or by mail to:

IZIPIZI Contact client 19 rue de Calais 75009 Paris

Customers must specify their surname, first name, postal address, and the subject of their request. A reply will be sent within one (1) month of receipt of their request.

If the request is unsuccessful or contact cannot be established, Customers may lodge a complaint with the CNIL (French data protection agency).

12 - INTELLECTUAL PROPERTY

All elements belonging to IZIPIZI, including but not limited to the website, brands, games, drawings, models, images, sound and video clips, texts, photos, logos and graphic charter, are the exclusive property of IZIPIZI.

These general terms and conditions of sale do not confer upon the Customer any rights whatsoever over the intellectual property belonging to IZIPIZI.

IZIPIZI gives Customers the non-exclusive, personal, and non-transferable right to access this site for purposes consistent with the terms and conditions set out herein. Any other use will be considered an infringement of copyright subject to criminal sanctions under the applicable intellectual property laws.

The Customer is forbidden to jeopardize, directly or indirectly, IZIPIZI's property rights and is forbidden to use in any way the names, brands, logos, etc. belonging to IZIPIZI. The Customer undertakes to respect all of IZIPIZI's rights and refrain from creating any analogy in the minds of the public for any reason whatsoever.

Hyperlinks leading to the homepage or any other page of the website <u>www.izipizi.com</u> are only permitted if consent has been sought and obtained from IZIPIZI, and must be removed immediately at its request.

13 - LIABILITY

Under no circumstances may IZIPIZI be held responsible for failure to fulfil its obligations as a result of unforeseen events and/or incidents of force majeure as generally defined by the law and the French courts, or for any other reasons beyond the company's control.

In any event, IZIPIZI's liability is restricted to the price of the product sold, unless there are mandatory legal provisions to the contrary.

Furthermore, and within the boundaries of applicable regulations, IZIPIZI cannot be held liable for any direct or indirect immaterial damage incurred as a result of accessing our website or misuse of our products as defined in the article on "Use of Products," particularly when the products in question are covered by usage restrictions.

It is also specified that hypertext links placed on <u>www.izipizi.com</u> may redirect the user to other websites, the content of which remains under the sole responsibility of the operators and owners of these websites.

14 – FORCE MAJEURE/UNFORESEEN CIRCUMSTANCES

The criteria used to determine events of *force majeure*/unforeseen circumstances are those regularly cited by French case law and French Courts of Law.

IZIPIZI's obligations will be wholly or partially suspended in the event of an incident of *force majeure*/unforeseen circumstances that delay or prevent the execution of these obligations.

IZIPIZI will inform Customers of any apparent cases of force majeur/unforeseen circumstances within fourteen (14) days of its occurrence. If this suspension continues beyond a period of fifteen (15) days, the Customer will have the option to terminate the order in progress, and a refund will then be made under the conditions set out above.

15 - ENTIRE AGREEMENT

If any of the clauses contained in this contract are rendered null and void by a change in legislation or regulations, or by a legal ruling, this shall in no way affect the validity or applicability of the remainder of these general terms and conditions of sale.

16 - TERM

These terms and conditions shall apply for as long as the services in question are offered online by IZIPIZI.

17 - PROOF

Digital records, stored on the servers of IZIPIZI or those of our hosting providers, will be considered as proof of all communications, orders, and payments between the two parties, in the absence of any evidence to the contrary.

18- APPLICABLE LAW

These terms and conditions are subject to French law. This applies to rules of substantive matters and procedure.

Under no circumstances does IZIPIZI give any guarantee of compliance with local legislation that would be applicable if the Customer accesses the Website from another country.

In the event of a dispute, and if an amicable solution cannot be found, the case will fall within the exclusive jurisdiction of the appropriate French court for any dispute between IZIPIZI and a consumer or non-professional, and of the Paris commercial court for disputes between professionals.

Nonetheless, in accordance with articles L. 612-1 et seq. of the French Consumer Code, the Customer may speak to a consumer mediator via the intermediary of the website <u>https://cnpm-mediation-consommation.eu</u> with a view to amicably resolving a dispute. Before referring to this mediation service, the Customer must have imperatively contacted the IZIPIZI customer service team via email at the following address: <u>contact-us@izipizi.com</u>, to endeavor to resolve the dispute.

19 - DISPUTES

In accordance with Article L. 612-1 of the French Consumer Code, Customers may appeal free of charge to the mediation service CNPM Médiation Consommation, which covers IZIPIZI, either by lodging a complaint on the CNPM Médiation Consommation website: <u>https://cnpm-mediation-consommation.eu</u>, or by writing to CNPM Médiation Consommation - 27, avenue de la Libération - 42400 Saint-Chamond.

ANNEX 1 WITHDRAWAL FORM

For the attention of IZIPIZI, 19 rue de Calais, 75009 Paris, France (contact-us@izipizi.com):

I/we (*) inform you (*) via this form of my/our (*) withdrawal of the contract for the sale of the item (*)/for the provision of services (*) detailed below:

Ordered on/ received on (*):

Name of the customer(s):

Address of the customer(s):

Signature of the customer(s) (only in the event of notification of this form on paper):

Date:

(*) Delete as appropriate.

ANNEX 2: ANNEX TO ARTICLE D. 211-2 OF THE FRENCH CONSUMER CODE

If a lack of conformity becomes apparent, consumers have a period of two (2) years from the delivery of an item to invoke the legal guarantee of conformity. During this time, the consumer is obliged only to show proof of the defect, not of the date on which it appeared.

Where the sale agreement for the item includes provision of ongoing digital content or digital services for a period of more than two (2) years, the legal guarantee is applicable to this digital content or digital services throughout the period specified. During this time, the consumer is obliged only to show proof of the defect impacting the digital content or digital services, not of the date on which it appeared.

The legal guarantee of conformity carries with it an obligation for the professional, where applicable, to provide all updates required to ensure the compliance of the item.

The legal guarantee of conformity gives consumers the right to have the item repaired or replaced within thirty (30) days of their request, at no expense or significant inconvenience to them.

If an item is repaired within the framework of the legal guarantee of conformity, the initial guarantee will be extended by a period of six (6) months.

If the consumer requests a repair of the item but the seller insists on its replacement, the legal guarantee of conformity will be renewed for a period of two (2) years from the date the item was replaced.

The consumer may obtain a discount on the purchase price if they decide to keep the item or end the contract and receive a full refund in exchange for the item, if:

1. The professional refuses to repair or replace the item;

2. The item is repaired or replaced after a period of thirty (30) days;

3. The repair or replacement of the good significantly inconveniences the consumer, notably if the latter is obliged to cover the costs of collecting or removing the defective item, or to cover the costs of installing the item that has been repaired or replaced;

4. The item remains defective despite the seller's attempt to correct the fault.

The consumer is also entitled to a discount on the purchase price or to end the contract if the defect is serious enough to justify an immediate discount or immediate end to the contract. In this case, the consumer is not obliged to make a prior request for the repair or replacement of the item.

The consumer does not have the right to terminate the sale in the event of a minor defect.

During the period in which the item cannot be used due to its repair or replacement, the guarantee is suspended until the item is delivered in an adequate condition.

The aforementioned rights arise from application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

Any seller knowingly attempting to hinder the legitimate application of a legal guarantee of conformity risks a civil fine of up to 300,000 Euro, which can be increased to up to 10% of the average annual turnover (Article L. 241-5 of the French Consumer Code).

In accordance with Articles 1641-1649 of the French Civil Code, consumers also benefit from a legal guarantee against hidden defects for a period of two (2) years from the discovery of a defect. This guarantee entitles the consumer to a discount if the item is kept or to a full refund if the item is returned.