

TERMS OF SALES OF ANDREK SERVICES

Applicable on 01/06/2022

1. Presentation of the Seller

The French brand **ANDREK SERVICES** is a trademark registered at the INPI, belonging to and managed by **EIRL KEIRSGIETER Andre**, whose head office address is 41 B rue Gaston Slosse 59211 SANTES (FRANCE).

It is hereinafter referred to as '**the Seller**'.

1.1 Communication with the Seller

The Seller does not respond to hidden telephone calls, they are filtered and rejected automatically, in order to prevent abusive canvassing and telephone scams.

For any communication with the Seller, the interlocutor has the obligation at least to communicate his name and his telephone number, this so that the Seller can contact him again in case of need for additional information, to best respond to his request.

2. Essential characteristics of the Services and Goods

2.1 The activities of ANDREK SERVICES and their natures

The main activities (repairs, etc.) craft, industrial and commercial 'BIC'.

Secondary activities (advisory support, training, etc.) non-commercial 'BNC'.

Ancillary activities (sale of Goods) industrial and commercial 'BIC'.

2.2 Sales of Services of ANDREK SERVICES

Sales of Services cover three areas, electricity, electronics and IT for Individuals and Professionals. Electricity is a regulated activity subject to qualification. The Seller's Services are carried out by graduate, qualified and experienced personnel, competent for each area concerned.

ANDREK SERVICES' offers of Services and their associated scopes of Interventions are detailed and can be consulted for each area on the website www.andrek-services.fr. The Seller's website is accessible and searchable 24 hours a day, 7 days a week, except for temporary maintenance operations; it is an information site, it is not a merchant site, no online sales are possible on this site.

The main activity of the Seller is computer troubleshooting on hardware and software.

The Seller intervenes mainly at home for Individuals and on site for Professionals.

The Customer, if he wishes, has the option of dropping off or picking up his computer equipment at the Seller's headquarters, by appointment only.

Certain additional and paid Services may be provided by the Seller on behalf of the Customer and at his request:

- management of external orders for Goods from a third-party supplier;
- home delivery for Individuals and on site delivery for Professionals.

2.3 Sales of Goods of ANDREK SERVICES

Sales of Goods concern electrical, electronic and computer equipment, materials or accessories, computer software and computer consumables. They are associated with the craft activity of selling ANDREK SERVICES Services on a case-by-case basis. In particular, they allow the Seller to provide his Customers with the supply of equipment, spare parts and consumables, necessary for his Interventions. The Seller does not have a store, nor a catalog, nor stocks in quantity.

All the equipment sold by the Seller is certified in accordance with European 'CE' and French 'NF' standards by their manufacturers, on the date of the Customer's order.

3. Preamble

These **Terms of Sale**, hereinafter the **ToS**, constitute the sole basis of the commercial relationship between the parties.

They govern the conditions under which the Seller provides his Services and his Goods to his Customers who request him directly or electronically or on paper.

They apply to all the Deliveries provided by the Seller for all Customers, regardless of the clauses that may appear on a Customer's document, in particular his general conditions of purchase.

They can be consulted on the Seller's website and systematically communicated to the Customer who requests it.

Any Contract or Order implies acceptance of the ToS.

4. Acronyms and definitions

BIC relating to activities with industrial and commercial profits for the French government ;

BNC relating to non-commercial profit activities for the French government ;

Additional Charges means all direct charges relating to a Delivery based on its BIC or BNC activity, borne by the Seller and included in the Net Sale Price of the Delivery (social security contributions, taxes and duties, payment costs).

Customer means any person who places an Order by direct contact, electronically or on paper.

Order means the order issued by the Customer in order to benefit from the Seller's Services and/or Goods.

Terms of Sales ToS refers to this document.

Contract means the **Quote** or the **Technical and Financial Proposal TFP**, which can also serve as an **Order** or be supplemented by a separate order for Professionals who so wish.

Quote means the detailed statement of the deliveries to be performed with the price estimation. It is generally used for Short Interventions (less than 3.5 hours) and for Individuals.

Intervention means the Seller's assignment carried out for the benefit of the Customer. It includes all the Deliveries and travel necessary to carry out the assignment.

Short Interventions refer to Interventions lasting less than or equal to 3.5 hours.

Far Interventions refer to Interventions located at a distance greater than 20 kilometers from the Seller's headquarters.

Long Interventions refer to Interventions lasting more than 3.5 hours.

Near Interventions refer to Interventions located at a distance less than or equal to 20 kilometers from the Seller's headquarters.

Goods refers to all supplies of Goods offered by the Seller.

Individual or Consumer refers to the buyer, a physical person who acts outside his Professional activity under French law.

Deliveries means what is to be performed or provided by the Seller under the Contract.

Net Price means the price to be paid by the Customer, including all taxes.

(The) Professional refers to the buyer, legal or physical person who acts within the framework of his Professional activity under French law.

Technical and Financial Proposal TFP means the detailed statement of the Deliveries to be performed with the price estimation. It is generally used for Long Interventions (greater than or equal to 3.5 hours) and for Professionals.

Services refer to all the Services offered by the Seller.

(The) Seller refer to the ANDREK SERVICES brand, more broadly referred to in Article 1 hereof.

5. Pre-diagnostics, diagnostics, contracts and invoices

Quotes, unless otherwise stipulated by the Seller to the Customer, are free (excluding travel costs).

5.1 Pre-diagnostics

Pre-diagnostics, unless otherwise stipulated by the Seller to the Customer, are free (excluding travel costs).

A Pre-diagnosis is a brief initial examination carried out at the Seller's behest. It may or may not be accompanied by a report and may or may not be followed by a commercial offer, Quote or TFP.

5.2 Diagnostics

Diagnoses are chargeable, travel costs may apply in addition.

A Diagnosis is a thorough initial examination. The deliverable is at least the provision to the Customer of a report or an Intervention report. It is generally followed or not by a commercial offer, Quote or TFP.

As part of a Diagnosis/repair package, the deliverable is at least the provision to the Customer of a report or an Intervention report. When the total duration of the Diagnosis and the cumulative repair does not exceed the duration of the package, no additional labour is claimed from the Customer for the repair.

The repair may in some cases entail an additional charge for Goods for the supply of spare parts and/or an additional charge for Services for additional labour. In this case, the Customer is notified and the Seller submits to him for approval, a new Quotation for the repair.

The repair may also sometimes be technically unfeasible or unviable from an economic point of view or outside the scope of the Seller, in which case the Customer is notified for the action to be taken.

5.3 Contracts et invoices

Contracts and invoices are drawn up in electronic or paper form, in two copies, one intended for the Seller and the other for the Customer.

The provision of the Customer copy is systematic, it is free in electronic format distributed electronically and payable in paper format distributed by post. The Customer is free to refuse his copy.

The Contracts and invoices specify for each delivery:

- the nature of the Delivery, Service or Good;
- the designation of the Delivery the quantity, the unit, the unit price excluding tax and the price excluding tax;
- the nature of the activity, BIC or BNC.

Contracts and invoices also specify:

- the total excluding VAT (excluding taxes), the VAT rate and total, the Net Total; when VAT is not applicable, the VAT rate and total indicated are zero;
- payment terms.
- the period of validity in calendar days or months for the Contracts;
- the due date for invoices, the date on which the invoice must be paid at the latest before the application of late payment penalties.

The signature of the Contract by the Customer implies the unconditional acceptance of the Seller's ToS by the Customer. In the case of a TFP, they are appended to the TFP.

For the Services, the duration indicated on the documents is in decimal hours.
(examples: 1.25 hours \cong 1 $\frac{1}{4}$ hours \cong 75 mins and 1.5 hours \cong 1 $\frac{1}{2}$ hours \cong 90 mins)

For travel expenses based on the kilo-meter scale:

- the distance indicated on the documents is in kilo-meters; this is the one-way distance by car between our headquarters and the place of Intervention, times the number of round trips made;
- the unit price excluding VAT indicated on the documents is in euros per kilo-meter; it is based on the car cost implemented additional charges and time spent at the BIC or BNC hourly rate to travel one kilo-meter round trip.

The exceptional absence of a Contract is only possible when all the following conditions are met:

- the Customer and the Seller jointly decide that the Contract is neither necessary nor desired;
- the net price of the Service does not exceed €100 (one hundred euros);
- the Delivery does not concern troubleshooting or repair.

When only one of the preceding conditions is not met, the Contract is mandatory.

6. Orders

Orders are placed by the Customer by direct contact or electronically or on paper.

Sales of Services and/or Goods are made after the establishment of a Contract, acceptance of this Contract by the Customer and express acceptance of the order by the Seller.

Concerning the Deliveries for which no start date of the delivery is specified, the performance takes effect by default immediately upon conclusion of the Contract or the order, unless the Customer wishes otherwise and the start date of the Delivery is specified.

These are generally the following deliveries, travel, paid pre-diagnostics and quotes, diagnostics, repairs and the supply of the Goods necessary for the repairs for which the Customer requests immediate effect and thus waives his right of retraction.

6.1 order cancellation

Any order cancellation must be notified by telephone and confirmed in writing.

7. Deliveries and prices

All paid deliveries are subject to an invoice, issued by the Seller to the Customer.

7.1 Tariffs

The tariffs are those in force on the day the order is placed, as established on the Contract provided to the Customer or according to the scale indicated on site to the Customer.

The tariffs are presented excluding taxes.

The tariffs of the Services depend on the hourly labour rates and the time spent to carry them out. They include the Seller's remuneration and all its charges, including additional charges.

The tariffs of the Goods depend on the purchase prices of the raw materials from the Seller's suppliers. They include the Seller's commission and his additional charges.

7.2 Hourly labour rates

There are 2 so-called 'normal' hourly rates for the Deliveries performed during the Seller's working hours, depending on their nature of activity:

- BIC hourly rate;
- BNC hourly rate.

7.3 Increase in hourly labour rates for overtime

Any Intervention carried out at the request of the Customer, outside the Seller's working hours, is qualified as Intervention in overtime, for example on a public holiday and entails increased hourly rates. This has a direct upward impact on the prices of Services and travel expenses.

The Seller's working hours are by default those displayed on his website, unless otherwise provided for in the Contract.

The increases applicable to **overtime worked during the week** are:

- **25% during daylight hours** (between 6 a.m. and 8 p.m.), i.e. 1.25 times the normal BIC or BNC hourly rate;
- **50% in night hours** (between 8 p.m. and 6 a.m.), i.e. 1.5 times the normal BIC or BNC hourly rate.

The increases applicable to **overtime worked on Sundays and public holidays** are:

- **75% during daylight hours** (between 6 a.m. and 8 p.m.), i.e. 1.75 times the normal BIC or BNC hourly rate;
- **125% in night hours (between 8 p.m. and 6 a.m.)**, i.e. 2.25 times the normal BIC or BNC hourly rate.

7.4 Method of invoicing for the Services

The Services are invoiced on a 'time-package', 'real-time' or 'fixed-time' basis. By default, without additional information on the Contract, the time-package applies.

Time-package is offered in a standard situation, when the duration of the delivery is easily predictable in advance.

The price demanded is then fixed, whatever the time spent, this subject to contingencies not attributable to the Seller and that the duration of the Intervention does not exceed:

- for a Short Intervention, a maximum duration of 1.5 times the total reference duration estimated on the quote;
- for a Long Intervention, a maximum duration of 1.15 times the total reference duration estimated on the quote.

For certain Interventions, repairs for example, it is not possible to assess in advance the technical and economic feasibility, nor the full price of the Service, due to a lack of information. In this case, the realization of a diagnosis prior to the time-package is proposed to the Customer.

Real-time is offered in a complex situation, when the duration of the Intervention is difficult to predict in advance. In this case, the Seller and the Customer agree on a price range with a minimum amount to be paid and a maximum amount not to be exceeded.

The price paid is proportional to the time spent, in quarter-hour increments and rounded up to the next quarter-hour. When the maximum amount is reached, the Seller stops the delivery and asks the Customer for the follow-up to be given. The Contract must include in this case, the mention 'invoicing in real-time' the minimum price to be paid and the maximum price not to be exceeded. The delivery is completed once the time has elapsed and does not give rise to any guarantee.

Fixed-time is proposed for pre-defined temporal Services, for example training, or replacement of computer maintenance personnel at a Professional, the price required is fixed in advance according to the duration of the assignment which is defined in the Contract.

The possibility of exceeding paid overtime at the Customer's request, as well as the maximum quantity and the conditions of release, must be clearly defined in the Contract, failing which, it is the strict duration on the dates and working hours. stipulated in the Contract which applies automatically. The Contract must include in this case, the dates and hours of work. The delivery is completed once the time has elapsed and does not give rise to any guarantee.

7.5 Travel expenses

All travel entails travel expenses.

Travel costs are determined on a flat-rate basis. They understand :

- transportation costs;
- any accommodation costs.
- additional charges.

Transportation costs depend on:

- the 'one way' distance between the Seller's headquarters and the place of Intervention.
- the number of outward and return journeys made to carry out the Intervention.
- the time spent making the trip(s) at the hourly rate of the Delivery (BIC or BNC), this rate being subject to an increase when the trip is made outside working hours; for the rare cases of mixed Services (BIC and BNC), the BIC hourly rate, which is more advantageous for the Customer, is applied;
- all transport costs incurred (car, toll, parking, train, plane, etc.).

Accommodation costs depend on:

- the duration of the stay (linked to the duration of the Intervention but also to the travel time).
- all the costs of the stay incurred (catering, accommodation, etc.).

For Short and Near Interventions, which are the most frequent, it is our scale of BIC or BNC kilometric travel expenses that applies for transport costs, without accommodation costs.

Clauses applicable to Individuals:

- travel expenses are payable by the Seller by remote payment before the trip;
- any trip initiated at the Customer's request will be invoiced, including in the event of late cancellation or absence of the Customer, except in the event of force majeure.

Clauses applicable to Professionals:

- travel expenses for the round trip are payable by the Seller before the trip;
- any trip initiated at the Customer's request will be invoiced, including in the event of the Customer's absence;
- in the event of cancellation or modification of dates or times by the Customer and not planned in the Contract, all travel costs incurred by the Seller and non-refundable, as well as all additional travel costs incurred, increased additional Seller charges are payable by the Seller.

7.6 Compensation for waiting times on the Customer site

The payment of the Seller's waiting times on the Customer's site, not planned in the Contract and generated by the Customer (delay in the appointment, difficulties in accessing the Customer's site or the Customer's facilities delaying the Intervention, etc.) is payable by the Seller at the BIC or BNC hourly rate of the Contract.

8. Terms of payment and payment dead line

Payment can be made by:

- bank card (direct, payment on terminal or remotely, electronic payment on internet link);
- in cash up to a legal maximum of €1,000 (one thousand euros);
- bank transfer under conditions and subject to the Seller's agreement;
- bank check under conditions and subject to the Seller's agreement.

The Seller may ask the buyer to pay for the deliveries in part or in full, on order and/or on delivery, as agreed in the Order or the Contract. These are generally the following deliveries, travel or trips, paid pre-diagnostics and quotes, diagnostics, repairs and the supply of the Goods necessary for the repairs.

No discount is made for early payment.

In the event of total or partial non-payment of the deliveries on the due dates planned in the Contract or failing that, on the due date of the invoice, the buyer must pay the Seller a late payment penalty whose interest rate is equal at 15%.

The selected financing operation is the most recent to the order of deliveries.

The late payment penalty is calculated on the net amount, all taxes included of the remaining amount due, and runs from the due date of the price without any prior formal notice being necessary.

In addition to late payment compensation, any sum, including the deposit, not paid on its due date will automatically produce for Professionals the payment of compensation of €40 (forty euros) due for the costs recovery.

No compensation may be made by the Customer between penalties for delay in the supply of the Deliveries ordered and the sums due by the Customer to the Seller for the purchase of Deliveries.

9. Performance of Services

The Deliveries ordered are carried out by the Seller.

The Seller undertakes to comply as best as possible with the deadlines announced when placing the order. However, it cannot under any circumstances be held responsible for delays in the performance of Services caused by faults which are not attributable to him.

The responsibility of the Seller cannot be engaged for reasons of lead time in periods of high demand. The Seller cannot be held liable for delays caused by reasons of force majeure.

The Seller's liability cannot be engaged for reasons of damage or incomplete Service:

- during diagnostic or troubleshooting interventions on the Customer's equipment and installations which are defective or on which the Seller has discovered hidden defects or on which dismantling and/or repair turn out to be technically or economically unviable ;
- when services are provided and invoiced on a real-time or fixed-time basis.

10. Customer's computer data

Each Customer is responsible for his data. No compensation can be obtained from the Seller in the event of loss of data. It is the responsibility of each Customer to make backups of their data before any request for Intervention from the Seller. In the event of the absence of a backup, the Customer must specify this to the Seller so that he can take the necessary measures, within the limits of the technical possibilities, in order to protect the data before Intervention on the hardware / software. The Data Backup Service is chargeable.

11. Complaints

For all orders made, the Customer has a right of complaint for 10 calendar days from the date of supply.

To exercise this right of complaint, the Customer must send to the registered office of the Seller a declaration in which he expresses his reservations and complaints, accompanied by the supporting documents relating thereto.

A complaint that does not comply with the conditions described above cannot be accepted.

The Seller will investigate any complaint as soon as possible, within the limits of the possible.

12. Right of withdrawal, cancellation of the Contract

12.1 Right of withdrawal

The Consumer has a right of withdrawal of 14 calendar days from the placing of the order, except for the products mentioned in Article L. 221-28 of the Consumer Code as reproduced below.

Article L. 221-28 of the Consumer Code

“The right of withdrawal cannot be exercised for Contracts:

1° For the supply of Services fully performed before the end of the withdrawal period and, if the Contract subjects the consumer to an obligation to pay, the performance of which has begun with his prior and express agreement and with his acknowledgment of the loss his right of withdrawal, when the Service has been fully performed by the Professional;

2° Supply of goods or Services whose price depends on fluctuations on the financial market beyond the control of the Professional and likely to occur during the withdrawal period;

3° Supply of goods made to the consumer's specifications or clearly personalized;

4° Supply of goods likely to deteriorate or expire rapidly;

5° For the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;

6° Supply of goods which, after having been delivered and by their nature, are inseparably mixed with other items;

7° Supply of alcoholic beverages whose delivery is deferred beyond thirty days and whose value agreed at the conclusion of the Contract depends on fluctuations in the market beyond the control of the Professional;

8° Maintenance or repair work to be carried out urgently at the consumer's home and expressly requested by him, within the limit of spare parts and work strictly necessary to respond to the emergency;

9° Supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;

10° Supply of a newspaper, periodical or magazine, except for subscription contracts for these publications;

11° Concluded during a public auction;

12° Provision of accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities which must be provided on a specific date or period;

13° For the supply of digital content without material support, the execution of which began before the end of the withdrawal period and, if the Contract subjects the consumer to an obligation to pay, when:

a) He has previously given his express consent for the performance of the Contract to begin before the expiry of the withdrawal period; And

b) He has acknowledged that he will lose his right of withdrawal; And

c) The Professional has provided confirmation of the consumer's agreement in accordance with the provisions of the second paragraph of Article L. 221-13.

In accordance with Article 10 of Ordinance No. 2021-1734 of December 22, 2021, these provisions come into force on May 28, 2022.”

12.2 Cancellation of the Contract

In the event of cancellation of the Contract, the Seller has the obligation to inform the Customer of what has been done and what remains to be done and to establish an invoice statement to settle the matter.

Payment for all Services completed or started is due immediately to the Seller, in full for the Services completed and in proportion to their state of progress for the Services started but not completed.

Concerning Short and Near Interventions, the travel expenses initiated at the request of the Customer are not cancellable, nor refundable in the event of advance payment, except in the event of force majeure.

For the deliveries completed, the deliverables planned in the Contract are due to the Customer subject to their full payment to the Seller.

For the deliveries started but not completed, the deliverables planned in the Contract are returned to the Customer in the state in which they are at the time of cancellation, subject to their partial payment in accordance with the billing statement established by the Seller.

Payment for all Goods supplied and paid for by Seller to his suppliers or third party suppliers, including shipping charges, shall be due immediately to the Seller. The Goods are due to the Customer after their full payment, within the delivery times agreed in the Contract.

13. Legal guarantees

The Deliveries provided to consumers are guaranteed in accordance with the provisions of the Consumer Code and the Civil Code as reproduced below.

Article L. 217-4 of the Consumer Code

“The Seller delivers a good in conformity with the Contract and is liable for any lack of conformity existing at the time of delivery.

He is also liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been charged to him by the Contract or has been carried out under his responsibility.”

Article L. 217-5 of the Consumer Code

“The good conforms to the Contract:

1° If it is fit for the usual use of a similar good and where applicable:

- if it corresponds to the description given by the Seller and possesses the qualities that the latter presented to the buyer in the form of a sample or model;*
- if it has the qualities that a buyer can legitimately expect given the public statements made by the Seller, by the producer or his representative, in particular in advertising or labelling;*

2° Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the Seller and which the latter has accepted. »

Article 1641 of Civil Code

“The Seller is bound by the guarantee on account of the hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have paid less if he had known them.”

The Deliveries sold to Professionals also benefit from the guarantee provided for in Article 1641 of the Civil Code.

13.1 Services Warranty

The warranty is limited to the replacement or reimbursement of Services that are non-compliant or affected by a defect. It is excluded in the following cases:

- misuse or abnormal use of the Service;
- failure to comply with the legislation of the country, in which the Service is delivered;
- Service relating to defective Good which have not been sold by the Seller;
- Service carried out and invoiced in real-time or at a fixed-time.

The Seller cannot be held liable for consequential damages (loss of profit, commercial prejudice, etc.)

The Customer must inform the Seller of the existence of the defects within two years. The Seller will rectify the Services found to be defective as far as possible. If the Seller's liability is retained, the guarantee is limited to the amount excluding tax and excluding travel expenses paid by the Customer for the provision of the Services.

The replacement of the Services does not have the effect of extending the warranty.

13.2 Goods Warranty

The warranty is limited to the replacement or repair of Goods that are non-compliant or affected by a defect. It is excluded in the following cases:

- misuse or abnormal use of the Good;
- failure to comply with the legislation of the country, in which the Good is delivered;
- cases of exclusion provided for in the instructions for use of the Good;
- accessory or consumable as specified in its instructions;
- Good which has not been sold by the Seller.

The Customer must inform the Seller of the existence of the defects and return the defective Goods to the Seller's headquarters and at his expenses within one year, less ten working days corresponding to the time for re-routing to the Seller's suppliers. The Seller will cause Goods found to be defective to be replaced or repaired where possible. If the Seller's liability is retained, the warranty is limited to the amount excluding tax and excluding shipping costs paid by the Customer for the supply of the Goods.

The replacement or repair of the Goods does not have the effect of extending the guarantee.

14. Force majeure

The responsibility of the Seller cannot be implemented if the non-execution or the delay in the execution of one of his obligations described in these general conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of article 1148 of the Civil Code.

The worldwide shortage of electronic components and the impossibility for the Seller to supply certain materials constitute, for example, a case of force majeure.

15. Insurances

15.1 Seller's Professional Liability Insurance

The Seller is insured with MATMUT 66 rue de Sotteville 76100 ROUEN (France). The geographical coverage of the insurance is France, the Principality of Monaco, the member countries of the European Union, Norway and Switzerland.

15.2 Structural damage insurance for electrical installations

The Seller intervenes on the electrical installations of his Customers, within a limited and very specific framework, i.e. only as an assistant to the project owner and/or project manager and in no case as contractor or electrician installer. Within this strict framework, the Seller is not insured against structural damages.

The Customer declares to use the Seller's Services knowingly and to assume the role of project manager alone.

The Client, as project manager, can take out damage insurance with the insurer of his choice. The Seller strongly recommends taking out this insurance, in particular for equipment or renovation work, in full, of the electrical installation of a premises.

16. Modifications

The information on the website, as well as the Seller's documents, brochures, prospectuses and tariffs are given for information only and may be revised at any time.

The Seller is entitled to make any modifications that it deems useful.

When placing an Order, the Customer is subject to the stipulations set out in the ToS in force when placing the order.

17. Property

17.1 Intellectual property

The brand, the logo, the graphic charter, are registered trademarks whose property belongs exclusively to the Seller. Any distribution, exploitation, representation, reproduction, whether partial or complete without the express authorization of the said Seller will expose the offender to civil and criminal prosecution.

Similarly, all derivative products, designed, produced and sold by the Seller under his brand, such as computers, software, programs and various documents, remain the intellectual property of the Seller and are provided to the Customer for a specific use. Any distribution, exploitation, representation, reproduction, whether partial or complete, other than the use for which the product is intended and without the express authorization of the said Seller, will expose the offender to civil and criminal prosecution.

17.2 Retention of title

The products remain the property of the Seller until their full payment.

18. Jurisdiction clause

The law governing the ToS is French law. Any dispute that may arise between the Seller and a Customer during the execution of the ToS will be the subject of an attempt to resolve amicably. Failing this, disputes will be brought to the attention of the court of the Seller's registered office, the sole competent in the matter, the Lille court for Individuals or the Lille commercial court for Professionals.

19. Customer Acceptance

The Customer expressly accepts the ToS. He declares to be aware of it and waives the right to rely on any other document, in particular his own terms of purchase.

20. Mediation for Consumers

When the attempt to resolve a dispute amicably has not been successful, the Consumer may request the intervention of the mediator before any legal action, for this he must:

- clearly and precisely describe his request;
- attach photocopies of all the documents in his possession;
- send their file to the mediator.

20.1 Contact details of the mediator

The mediation entity retained for Consumers is **Boîte postale 5000** of the North Department.

You can submit your complaint by post by writing to
Boîte postale 5000 – 59000 LILLE (FRANCE)