

General Terms and Conditions for Online Sales to Consumers	
Company name	MOBILIS DEVELOPMENT
Name of manager	Benoit JEANNEAU & Marc FERNANDEZ LADO
Company form	<i>Société par Actions Simplifiée (SAS)</i>
Trade and Companies Register No.	Annecy 435 136 262
Share capital	1 016 900 Euros
Registered office	Parc Altaïs - 7, rue Orion - 74650 CHAVANOD - FRANCE
Telephone	+33 (0)4 50 63 24 24
E-mail	adv@mobiliscase.com
Website	www.mobiliscase.com
Intra-Community VAT Number	FR64435136262
Site host	SAS OVH 2 rue Kellermann - 59100 ROUBAIX

These General Terms and Conditions of Sale apply to all purchases made by a web-user who is a consumer or a non-professional (within the meaning of the French regulations) from MOBILIS DEVELOPMENT on the www.mobiliscase.com website.

IMPORTANT

Each order placed on our website necessarily implies the Customer's unconditional acceptance of these General Terms and Conditions of Sale.

1 - Definitions

"Customer": means the buyer, MOBILIS's co-contractor, who warrants that he/she is a consumer or a non-professional as defined by French law. The Customer is not acting for any professional purpose whatsoever and is not acting in the context of any regular or commercial activity. The Customer must be at least 18 years of age and have legal capacity or, if he/she is a minor, be able to prove consent on the part of his/her legal representatives.

"MOBILIS": means the seller, MOBILIS DEVELOPMENT, designated above.

"Site": means the website www.mobiliscase.com

"General Terms and Conditions": means these General Terms and Conditions of Sale.

"Contract": means the contract of sale made online between MOBILIS and the Customer and which is comprised of these General Terms and Conditions of Sale and the Customer's Purchase Order accepted by MOBILIS.

"Purchase Order": means the special terms of the sales contract entered into remotely between MOBILIS and the Customer. The contents of such Purchase Order are summarized by MOBILIS for the Customer in the email acknowledging receipt and acceptance of his/her order.

"Delivery": means the transfer to the Customer (or, as appropriate, to the third party designated by the Customer) of the physical possession of or control over of the Products sold.

"Products": means all products offered for sale on the Site by MOBILIS.

"Made to order products": means a special category of Products offered for sale on the Site, i.e., Products made over a customer order. Products Made to order are identified as such on the Site. **The Customer's right to cancel does not apply to the purchase of made to order products.**

2 - Pre-contractual information – Acceptance of the General Terms and Conditions

These General Terms and Conditions are referred to at the bottom of each page of the Site by means of a link and must be consulted before placing an order. The Customer is invited to carefully read, download, print and keep a copy of these General Terms and Conditions.

MOBILIS reserves the right to amend its General Terms and Conditions at any time. Once posted online on the Site, such General Terms and Conditions shall apply to each order of Products.

The Customer acknowledges that it has received, prior to placing an order and the conclusion of the Contract and in a clear and comprehensible manner, these General Terms and Conditions and all of the information listed in Articles L. 221-5 and L. 221-14 of the French Consumer Code (*Code de la consommation*), and in particular the following information: the essential features of the Product; the price and ancillary expenses; the accepted means of payment, any Delivery restrictions, the maximum time-period within which the Product will be delivered; information concerning the identity of MOBILIS, its postal, telephone and electronic contact details; the possibility of and the conditions for cancellation within a period of fourteen days as from Delivery of the Product; the possibility to engage in conventional mediation in the event of a dispute.

By specifically ticking the box provided for this purpose when placing the order, and by confirming the order, the Customer acknowledges having familiarized him/herself with the General Terms and Conditions at the time of placing the order and expressly represents that it accepts them unconditionally. These General Terms and Conditions shall take precedence over all other conditions in any other document and constitute, along with the Purchase Order accepted by MOBILIS, the only contractual documents enforceable against MOBILIS.

3 - Products

The main features of the Products sold and, in particular, the specifications, illustrations, and indications of Product dimensions or capacity, are presented on the Site.

Some of the Products offered by MOBILIS on the Site are made to order products which are made at the request of the customer.

The Customer is required to refer to the description of each Product appearing on the Site for the purpose of informing him/herself about such Product's key properties and essential features. The photographs illustrating the Products are not contractual. MOBILIS shall in no case be held liable for any errors contained in such photographs.

All MOBILIS Products are new and comply with European legislation in force and the standards applicable in France. The selection and purchase of a Product are the sole responsibility of the Customer. In particular, it is the responsibility of a Customer not residing on French territory to verify whether the sale or use of the Product is subject to a prohibition or special restriction in its country of residence.

The Products are offered and delivered within the limits of available stock.

4 - Orders

Product orders are placed directly on the Site. It is the Customer's responsibility to select on the Site the Products he/she wishes to order. He/she accepts that the information requested in view of concluding the Contract and the information sent in the course of its performance will be transmitted electronically.

The Customer expressly acknowledges that every placing of an order requires the payment therefor.

The various steps to follow in order to enter into the Contract are as follows:

1. Selection of the Products and validation of the order – To place an order, the Customer, having filled his/her virtual basket by indicating the selected Products and desired quantities, verifies the contents of the order and clicks on the "Proceed to check out" button.
2. Identification/creation of a customer account – If the Customer has not yet done so, he/she will be asked to login or register. Upon registering, the Customer provides up-to-date information (billing and delivery informations) necessary to identify him/herself and process his/her order by completing the form available on the Site (the (*) sign indicates the fields that must be filled in by the Customer). The customer also has the option of placing an order as guest so as not to create an account.
3. Delivery/Shipping method - The Customer is then asked to select a shipping method and is informed of the cost and method of Delivery.
4. Payment information: The Customer chooses a payment method among those proposed on the website.
5. Verification of the order/acceptance of the General Terms and Conditions/order confirmation – After clicking on the "continue" button, an automatically filled-in online form summarizing the details of the order (Delivery address, characteristics and references of the Product(s) to be ordered, quantity, unit price, applicable taxes:

VAT, Delivery costs, total amount due by the Customer, and the latest Delivery date) will be displayed for the Customer's attention. The Customer then must choose the desired payment method from the payment methods proposed on the Site, familiarize him/herself with the General Terms and Conditions and expressly accept them by ticking the acceptance box provided for this purpose. Then, the Customer can click on the button "Pay and confirm my order" after having verified the details of the order and the total price. During this step, the Customer has the possibility of returning to the previous pages to correct possible errors or modify the order.

6. Payment – The Customer then makes payment for the ordered Products by following the instructions on the Site.

At the end of the steps described above, a page appears on the Site providing the Purchase Order number. The Customer can print the Purchase Order confirmation.

MOBILIS acknowledges receipt and confirms acceptance of the Customer's order using the email address provided by the Customer. MOBILIS will communicate to the Customer, via such email confirmation, a summary of the Customer's order and a link to download these General Terms and Conditions in PDF format. The Customer must verify the contents and accuracy of the email acknowledging receipt of the order and notify MOBILIS immediately by email of any error. Failing this, if there is a discrepancy between the Purchase Order and MOBILIS's email acknowledging receipt and confirming the order, only the latter will prevail.

The Customer is responsible for the information he/she provides when placing an order: if there is an error in the Delivery address or details of the recipient or in case of failure to indicate access details for the place of Delivery (floor, access code, etc.), MOBILIS cannot be held responsible for being unable to deliver the Product ordered.

The languages available for concluding the Contract are French and English.

5 – Sale price

A Product's sale price is expressed in euros and includes all taxes (and, in particular, includes VAT for France and the countries of the European Union).

The Delivery and shipping costs for the Products are borne by MOBILIS for any order exceeding 20 euros (including taxes) to be delivered within metropolitan France.

In all the other cases, the Delivery and shipping costs for the Products shall be paid by the Customer in the amount specified before validating the order.

In case of Delivery outside the territory of the European Union, the Customer undertakes to pay all taxes due upon import of the Products, customs duties, value added tax, and all other taxes due under the laws of the country where the order is received. MOBILIS disclaims all liability should these taxes not be paid by the Customer.

6 - Payment

The price charged to the Customer is the price indicated on the Purchase Order.

The price of the Products is payable in cash and in full upon placing the order. The Customer may pay for his/her Products online on the Site according to the payment methods proposed, namely payment by credit card (CB, Master Card, VISA) or PayPal. The Customer warrants to MOBILIS that he/she has all the necessary authorizations required to use the selected payment method. Accordingly, it is specified that all payment information provided on the Site is transmitted to the Bank of the Site and is not processed on the Site.

The order validated by the Customer will only be deemed effective when the relevant payment facility has provided its approval. In case of refusal by such facility or in case of any payment default, the order will be automatically cancelled and the Customer will be notified by email. Furthermore, MOBILIS reserves the right to refuse any order from a Customer with whom it is in a dispute.

The ownership of the Products is transferred after payment in full by the Customer of the price agreed when placing the order.

7 - Delivery

Delivery expenses or shipping costs

The total amount of Delivery expenses (also known as "shipping costs") is indicated before the order is placed and is determined in accordance with Article 5 of these General Terms and Conditions.

Product Delivery periods

Delivery of the Products shall only be made after confirmation by MOBILIS's bank of the Customer's actual payment in full of the sale price. Unless otherwise indicated on the Purchase Order or in the order confirmation email, subsequent to MOBILIS's acknowledgement of receipt of the order, the Delivery time is seven (7) business days.

For Made to Order products (as defined in Article 1 above), the Delivery time-period following MOBILIS's acknowledgement of receipt of the order is three (3) weeks, unless otherwise indicated in the Purchase Order or in the order confirmation email.

The above Delivery times do not include weekends, public holidays and closing periods.

Method of Delivery of Products

MOBILIS Products are packaged individually.

The place of Delivery and identity of the recipient of the Product are specified in the order confirmation sent by MOBILIS in accordance with the information provided by the Customer when placing the order. The Delivery will be made by the carrier commissioned by MOBILIS. The Product will be delivered in person to the recipient (the Customer or the third party he/she designates) or placed in his/her mailbox.

For manufacturing reasons, a single order may be delivered on several occasions without additional shipping costs for the Customer.

Any special Delivery restrictions must be indicated at the beginning of the ordering process, at the latest.

Transfer of risk – reserves as to Delivery

MOBILIS is responsible for the Product up until its Delivery to the Customer or to the third party designated by the Customer. The transfer to the Customer of the risk of loss or damage of the Product takes place at its Delivery.

If a Product proves to be damaged, broken, or is missing in regard to the accepted Purchase Order, the Customer is advised to refuse Delivery and/or to specifically cite his/her reserves on the Delivery slip. In any event, in order to preserve MOBILIS's rights and remedies against the carrier, the Customer is requested to notify MOBILIS of any reserves concerning the state of the delivered Product, within 48 hours as from the date Delivery, by registered mail with advice of receipt, it being specified that, in accordance with Article L. 133-3 of the French Commercial Code (*Code de commerce*), MOBILIS itself must bring its claim against the carrier within a period of 3 days as from the date of Delivery of the Product (increased to 10 days if the Customer was not given the opportunity by the carrier to verify the condition of the delivered Product).

If MOBILIS agrees to the return of the defective Product, the Customer must send back the unused Product in its original packaging, together with any accessories, installation instructions, and the invoice proving purchase, to the following address: MOBILIS DEVELOPMENT, *To Customer Support*, Parc Altaïs, 7 Rue Orion, 74650 CHAVANOD, FRANCE.

Late Delivery

If the ordered Product is not delivered by the end of the agreed period for any reason other than an act on the part of the Customer or *force majeure*, the Customer may, after having first enjoined MOBILIS in writing to perform its Delivery obligation within a reasonable additional period without any success, cancel the order by registered letter with advice of receipt or by email. The amounts received from the Customer under this order shall be refunded to the Customer by MOBILIS within 14 days (at the latest) of the cancellation of the order.

8 – Right to cancel**Conditions, period, and manner of exercising the right to cancel**

As a matter of principle, and without having to give any reasons, the Customer has the right to cancel by sending back or returning to MOBILIS at his/her own expense the delivered Product(s). Pursuant to Article L. 221-18 of the French Consumer Code, the cancellation period expires 14 days after the day on which the Customer, or the third party designated by the Customer, takes possession of the delivered Products (date of Delivery). If the Customer has ordered several Products and these Products are delivered separately, or in the case of an order for a single Product delivered in several lots, the cancellation period shall expire 14 days after the day on which the Customer (or the third party designated by the Customer) takes possession of the last Product delivered or the last lot delivered (date of Delivery of the last good or item).

In order to exercise his/her right to cancel and in accordance with Article L. 221-21 of the French Consumer Code, the Customer shall notify MOBILIS in writing of his/her decision to cancel by means of an unambiguous declaration prior to the expiry of the cancellation period (for example, letter sent by post or by electronic mail). In order to facilitate the Customer exercising his/her right to cancel, the Customer may use the form set out as Schedule 1 of these General Terms and Conditions, which can be downloaded from this link: https://www.mobiliscase.com/RETRACTION_FORM_EN.pdf. In order for the cancellation period to be complied with, it is sufficient for the cancellation request to be sent before the expiration of the period. In case of a dispute, it will be up to the Customer to prove that he/she has carried out the cancellation in the form and within the time-period provided for by law.

The Customer's notice of the exercise of his/her right to cancel and the return of the Product will be made to the following address: MOBILIS DEVELOPMENT, *To Sales Administration*, Parc Altaïs, 7 Rue Orion, 74650 CHAVANOD, FRANCE, or by email to the address: adv@mobiliscase.com.

Effects of exercising the right of cancel

The costs of sending back the Products shall be paid by the Customer. The Customer must send back or return the Products to MOBILIS without undue delay and, in any event, no later than 14 days after the Customer has sent MOBILIS his/her decision to cancel.

MOBILIS will reimburse the Customer for all amounts that have been paid, without penalty, including the Delivery costs (except for the costs of returning the Product), at the latest within 14 days following the Customer's communication of his/her decision to cancel. MOBILIS reserves the right to defer such refund until it has received the Product that is the subject of the order, or until the Customer has provided proof of shipment of such Product - the date chosen being the earliest of these events.

Note that in the case of cancellation, the Customer is liable for any deterioration of the Product resulting from its handling other than that which is necessary to establish the nature, characteristics, and proper functioning of the Product.

Exclusion from the right to cancel:

In accordance with Article L. 221-28 of the French Consumer Code, the right to cancel does not apply to the sale of made to order products as defined in Article 1 above and identified on the Site.

9 – Statutory warranties

Statutory warranty of conformity and statutory warranty against hidden defects

Independently and apart from the commercial warranty MOBILIS offers its Customers for certain Products (see Article 10 below), all Products sold by MOBILIS on the Site benefit from the statutory warranty of conformity contemplated by Articles L. 217-4 *et seq.* of the French Consumer Code and the warranty against hidden defects contemplated by Articles 1641 *et seq.* of the French Civil Code (*Code civil*).

Nonetheless, the Customer is reminded that MOBILIS cannot be held liable under these two statutory warranties in the event of a defect resulting from a cause external to the Product or from any action, handling, transformation, or modification whatsoever of the Product by the Customer or any third party that is neither contemplated nor specified by the manufacturer or, in case of defects and deterioration caused by normal wear and tear of the Product, or by an abnormal use, nor in the event of a use that is non-compliant with the purpose of the Product, or with incompatible accessories, nor in the event of a defective maintenance of the Product.

Implementation of the warranty of conformity

In accordance with applicable law, the Products sold by MOBILIS benefit automatically and without additional payment from the statutory warranty of conformity for Products that are visibly defective, spoiled, or damaged or that do not correspond to the order.

If the Customer wishes to implement the statutory warranty of conformity, he/she must contact MOBILIS, whose contact details appear in the introduction to these General Terms and Conditions.

When acting under the statutory warranty of conformity, the consumer:

- benefits from a period of two years as from the delivery of the goods to initiate legal proceedings ;
- may choose between the repair or the replacement of the goods, subject to the cost conditions contemplated by Article L. 217-9 of the French Consumer Code;

- is exempted from producing proof of the existence of the default in conformity of the goods during the 24 months following the delivery of the goods, except with respect to second-hand goods.

The statutory warranty of conformity applies independently from any commercial warranty that may have been granted.

Implementing the warranty against hidden defects

MOBILIS is bound by the statutory warranty against hidden defects arising from a defect in materials, design, or manufacture affecting the delivered Product and rendering it unfit for use.

The resulting legal action must be commenced by the Customer within a period of two years as from the discovery of the defect.

The consumer may decide to implement the warranty against hidden defects of the product sold within the meaning of Article 1641 of the French Civil Code. In such a case, the consumer may request the termination (*résolution*) of the sale or a reduction in the sales price in accordance with Article 1644 of the French Civil Code.

Certain texts relating to statutory warranties are reproduced in full in Schedule 2 to these General Terms and Conditions, in accordance with the provisions of Article L. 217-15 of the French Consumer Code.

10 - Commercial warranty

Some of our Products are “guaranteed for life,” i.e., for an unlimited time.

Under this warranty, MOBILIS’ sole obligation shall be the free replacement of the damaged Product. This replacement guarantee is free of charge for the Customer, who does not have to pay to benefit from it. If the warranty applies, the Product replacing the damaged Product will be shipped to the Customer at the Customer’s expense.

The following are excluded from the warranty granted the Customer: damage to the Product arising from a cause external to the Product or from any action, handling, transformation, or modification whatsoever by the Customer or any third party of the Product which is neither contemplated nor specified by the manufacturer, or in case of defects or deterioration caused by the normal wear and tear of the Product, by abnormal use or a use that is non-conforming with the purpose of the Product or with incompatible accessories or from defective maintenance of the Product.

To benefit from the warranty, the Customer must send MOBILIS, at his/her expense and by registered letter with advice of receipt, the purchase invoice, the serial number (if applicable) and 8 photographs of the damaged Product, as well as a description of the damage detected on the Product and of the circumstances in which the Product was used when such damage occurred. Such documents and information must be attached to the Customer’s claim. MOBILIS reserves the right to refuse the warranty if the documents or information communicated by the Customer prove to be incomplete, illegible, or inconsistent.

11 – After-Sales Service

In the event of the non-application or expiration of the statutory or commercial guarantees referred to in Articles 9 and 10 above, MOBILIS offers its Customers an after-sales service (paid service) for Products that appear to be technically repairable. The cost of any repair, as well as for the outward and return shipping costs of the Product, are borne by the Customer. This paid service will be the subject of a contract, a copy of which will be given to the Customer.

12 - Responsibilities

As a Customer, you are responsible for:

- a) The truth, accuracy, and completeness of the information provided to MOBILIS when placing your order and performing the Contract;
- b) Your own choice of Product and its suitability for the use to which you will put it;
- c) Your telephone and postal charges when you contact MOBILIS;
- d) Regulatory declarations for which you are liable.

MOBILIS cannot be held liable for the non-performance or improper performance of the Contract due to an act of the Customer, to an insurmountable and unforeseeable act of a third party to the Contract, or in case of a *force majeure* event. It is further specified that MOBILIS does not control the third-party websites that are directly or indirectly linked to the Site. As a result, MOBILIS cannot be held liable for the information that is published therein. Links to third-party websites are provided on the Site for indicative purposes only and no warranty is provided as to their contents.

13 - Intellectual Property

All our Products are protected by intellectual property rights to which our company has exclusive title. Any unauthorised reproduction of our Products is an infringement of our rights and may be the subject of legal action before the competent courts.

14 - Protection of Personal Data

We may collect and process certain personal data.

You can read our personal data protection policy on our website : www.mobiliscase.com or by requesting it by email to the DPO email address below.

If you have any questions about how we manage your data or if you wish to exercise your rights, you can contact us:

- By email at the following address : dpo@mobiliscase.com;
- By post at the following address : MOBILIS DEVELOPMENT - 7 rue Orion - Parc Altaïs - 74 650 CHAVANOD.

15 – Proof and Archiving

The automatic recording systems are deemed to constitute proof of the nature, content, and date of the order. Any Contract concluded with the Customer corresponding to an order amounting to more than 120 Euros (tax included) will be archived by MOBILIS for a period of 10 years pursuant to Article L. 213-1 of the French Consumer Code. MOBILIS agrees to archive this information in order to monitor transactions and to produce a copy of the Contract at the Customer's request.

16 – Data Protection

MOBILIS collects personal data concerning its Customers on the Site, including by means of cookies. The Customer can disable cookies by following the instructions provided by his/her browser.

Entering the personal information collected for the purposes of distance selling is mandatory, as this information is indispensable for processing and shipping orders and drawing up the invoices and warranty contracts. Failure to enter information shall result in the rejection of the order. In accordance with French data protection law, processing of nominative data relating to customers has been the subject of a declaration to the French Data Protection Authority (*Commission Nationale de l'Informatique et des Libertés* (CNIL)).

The Customer has a right to access, modify, rectify and delete data concerning him/her (Article 34 of the French law of 6 January 1978), which he/she may exercise with MOBILIS. In addition, MOBILIS undertakes not to communicate, free of charge or for compensation, its customers' details to third parties.

17 - Complaints

Claims and disputes will always be received with attentive goodwill, and good faith will always be presumed with respect to a person who takes the trouble to explain his/her situation. In the event of a claim, the Customer shall first contact MOBILIS by e-mail at the following address: adv@mobiliscase.com to obtain an amicable solution. MOBILIS's customer service can be reached by phone at the following number: +33 450 440 430 (toll-free number in France).

If the claim is refused by MOBILIS or in the absence of a response within a two-month period, the Customer may resort to conventional mediation or to any other alternative dispute resolution method. In accordance with the provisions of the French Consumer Code relating to the amicable settlement of disputes, MOBILIS adheres to the e-commerce *Service du Médiateur* of the FEVAD (Federation of e-commerce and distance selling) (*Fédération du e-commerce et de la vente à distance*), whose contact details are as follows: 60, Rue La Boétie – 75008 Paris, France – <http://www.mediateurfevad.fr>. Once a consumer has written to MOBILIS with a claim, the *Service du Médiateur* may be applied to for any consumer dispute that remains unsettled. To find out about how to apply to the *Service du Médiateur*, click on the following link: <http://www.mediateurfevad.fr/index.php/espace-consommateur/>

At the European level, the European Commission has also set up an on-line dispute resolution platform, accessible via the following link: <https://ec.europa.eu/consumers/odr/>.

As mediation is not compulsory, the Customer also remains free to apply to the competent courts pursuant to generally applicable law.

18 – Applicable law

These General Terms and Conditions and, more generally, the entirety of the commercial relations between our company and the Customer, are governed by French law, subject to the mandatory rules of the country in which the Customer has its usual residence. The Vienna Convention on contracts for the international sale of goods does not apply to this Contract.

19 – Competent court in case of a dispute

In accordance with the provisions of the Brussels Regulation I bis (EU) no. 1215/2012 of 12 December 2012, in the event of a dispute with a Customer residing in a Member State of the European Union, the Customer will have the option to bring suit before the court of his/her own place of residence, or before the courts of the Member State in which MOBILIS is domiciled. For its part, MOBILIS may only bring suit against the Customer before the courts of the Member State in which the Customer is domiciled.

The court exercising territorial jurisdiction over the place of MOBILIS's registered office shall have exclusive jurisdiction over any dispute with a Customer residing outside the European Union, subject to the mandatory provisions (to the extent conflicting) of the law of the country in which the Customer resides.

20 - Miscellaneous

These General Terms and Conditions are drafted in French. In cases in which they are translated into one or more foreign languages, only the French version shall prevail in the event of a dispute.

If one or more of the provisions of the Contract are held to be invalid or declared to be as such pursuant to a law, a regulation, or subsequent to a decision by a court of competent jurisdiction, the other provisions will remain in full force and effect.

SCHEDULE 1 – CANCELLATION FORM

Please complete and return this form only if you wish to cancel the Contract of sale

Reminder: the right to cancel does not apply to Customized Products.

To be sent to:

MOBILIS DEVELOPMENT, Sales Administration - Parc Altaïs, 7 Rue Orion, 74650 CHAVANOD, FRANCE

Or by email to adv@mobiliscase.com

I hereby notify you of my cancellation of the contract concerning the sale of the Product(s) below: (indicate below the Product(s) you wish to cancel):

Purchase Order no.:

Delivery Date:

Customer's surname/given:

Customer's address:

Customer's telephone no. and email:

Date:

Signature of Customer:

APPENDIX 2 – Statutory warranties - Extracts from the French Consumer Code and the French Civil Code

The following are reproduced below: Articles L. 217-4, L. 217-5, and L. 217-12 of the French Consumer Code, and Article 1641 and the first paragraph of Article 1648 of the French Civil Code, in accordance with the Article L. 217-15 of the French Consumer Code:

Article L. 217-4 of the French Consumer Code:

“The seller shall deliver a product that complies with the agreement and shall be responsible for any defects in conformity existing at the time of delivery.

The seller is also responsible for any defects in conformity resulting from the packaging, the assembly instructions or the installation when the seller is responsible for such installation under the agreement or when the installation was carried out under the seller’s responsibility.”

Article L. 217-5 of the French Consumer Code:

“A product conforms with the agreement:

1. if it is fit for the use normally expected of a similar product and, as appropriate:
 - if it corresponds to the description provided by the seller and possesses the qualities the seller presented to the buyer in the form of a sample or model;
 - if it presents the qualities that a buyer can legitimately expect in view of the public disclosures made by the seller, the manufacturer or its representative, notably in advertisements or on labelling;
2. Or if it presents the characteristics which have been mutually agreed by the parties or is fit for any special use sought by the buyer, made known to the seller and which the seller accepted.”

Article L. 217-12 of the French Consumer Code:

“An action resulting from a defect in conformity shall be time-barred two years after the delivery of the product.”

Article L. 217-16 of the French Consumer Code:

“When the buyer asks the seller during the course of the commercial warranty granted to the buyer upon purchase or repair of moveable property for a full repair covered by the warranty, any period during which such property is unavailable for at least seven days is added to the remaining warranty period.

Such period begins to run as from the buyer’s request for intervention or as from when the property in question is presented for repair, if such presentation is subsequent to the request for intervention.”

Article 1641 of the French Civil Code:

“The seller is bound to a warranty against hidden defects in the item sold which render it unfit for its intended use or which impairs such use to such an extent that the buyer would not have purchased it or would have only done so at a lower price if the buyer had known of such defects.”

Article 1648, paragraph 1 of the French Civil Code:

“An action resulting from redhibitory defects must be commenced by the buyer within a period of two years as from the discovery of the defect.”