

General Terms and Conditions of Online Sales to Consumers

Company name	MOBILIS DEVELOPMENT
Names of managers	Benoit JEANNEAU & Marc FERNANDEZ LADO
Legal form	Simplified joint stock company (SAS)
Company registration number	Annecy 435 136 262
Share capital	€1,016,900
Head office	Parc Altaïs - 7, rue Orion - 74650 CHAVANOD - FRANCE
Telephone	+33 (0)4 50 63 24 24
Email	adv@mobiliscase.com
Website	www.mobiliscase.com
Intra-Community VAT number	FR64435136262
Website host	SAS OVH 2 rue Kellermann - 59100 ROUBAIX

1 DEFINITIONS

Customer:	Refers to the customer who guarantees that they are a consumer within the meaning of the Consumer Code and who contacts MOBILIS with a view to placing an Order. The customer is acting outside of any professional capacity and outside of any usual or commercial activity.	Order:	Refers to the order for Products placed on the Website by the Customer with MOBILIS. The Customer's order is subject to an order form summarising the content of the Order in the email sent to the Customer acknowledging receipt and acceptance of their order by MOBILIS.
Terms and Conditions:	Refers to these general terms and conditions of sale applicable to Customer Orders.	Internet user:	Refers to any person using the Website, whether they are a simple Internet user or a Customer.
Delivery:	Refers to the transfer of physical possession or control of the Products to the Customer at the location specified by the Customer, or, where applicable, by a third party designated by the Customer.	MOBILIS:	Refers to the company MOBILIS DEVELOPMENT as the manufacturer and supplier of the Products offered on its Website.
Party(ies):	Refers to MOBILIS and/or the Customer.	Products:	Refers to all products offered for sale on the Website by MOBILIS.
Products containing digital elements:	Refers to a Product that incorporates digital content or a digital service within the meaning of the Consumer Code or that is interconnected with such content or service in such a way that the absence of this digital content or digital service would prevent the product from fulfilling its functions.	Made-to-order products:	Refers to a Product that is clearly personalised based on the Customer's choices and specifications and identified as such on the Website.
Website:	Refers to the MOBILIS e-commerce website on which the Customer places Orders, accessible at: www.mobiliscase.com .		

2 SCOPE OF APPLICATION – CAPACITY

MOBILIS DEVELOPMENT (MOBILIS) manufactures and sells consumer Products such as accessories, protective products and products containing digital components to Customers on its Website: www.mobiliscase.com

These General Terms and Conditions apply to all Orders for Products placed on the Website with MOBILIS by consumer Customers within the meaning of the Consumer Code. **Any order placed on the Website implies the Customer's acceptance of these General Terms and Conditions.**

The Customer acknowledges having been informed, prior to placing their Order, in a clear and comprehensible manner, of these General Terms and Conditions and all the information listed in Articles L. 221-5 and L. 221-14 of the Consumer Code, and in particular the following information: the essential characteristics of the Product; the price and additional costs; the accepted means of payment, any delivery restrictions, the maximum delivery time for the Product; information relating to the identity of MOBILIS, its postal, telephone and electronic contact details; the possibility and conditions for withdrawing within fourteen days of Delivery of the Product and the Products excluded from this option; the possibility of resorting to a mediator in the event of a dispute.

By specifically ticking the box provided for this purpose when placing the Order, then confirming their Order, the Customer acknowledges that they have read the General Terms and Conditions and expressly declares that they accept them without reservation before placing their Order.

As these General Terms and Conditions may be subject to subsequent changes, the version applicable to the Customer's Order is the one in force on the date on which the Customer finalises their Order. Consequently, MOBILIS invites the Customer to consult the General Terms and Conditions before placing any new Order. The General Terms and Conditions in force are referenced at the bottom of each page of the Website. The Customer is invited to read them carefully and keep a copy. The Customer may access the archived Terms and Conditions by sending a request by email.

The Customer declares that they are legally competent, i.e. that they are of legal age and are not under guardianship or trusteeship.

3 CONDITIONS OF ACCESS AND IDENTIFICATION

3.1 Access to the Website

Access to the Website is free and open to any User with internet access. All costs related to access, whether hardware, software or internet access costs, are the sole responsibility of the User. The User is solely responsible for the proper functioning of their computer equipment and their internet access.

The Website is accessible 24 hours a day, 7 days a week.

Due to the nature and complexity of the internet network, and in particular its technical performance and response times for consulting, querying or transferring data, MOBILIS makes every effort, in accordance with best practice, to enable access to and use of the Website and the services offered. MOBILIS cannot guarantee the absolute accessibility or availability of the Website.

MOBILIS reserves the right, without notice or compensation, to temporarily close the Website or access to one or more services, in particular to carry out updates, maintenance operations, modifications or changes to operational methods, servers and hours of accessibility, without this list being exhaustive.

MOBILIS reserves the right to supplement or modify the Website and the services available on it at any time in line with technological developments.

It is the User's responsibility to ensure that the IT and transmission resources at their disposal are capable of adapting to changes to the Website.

3.2 Username/password:

The User's registration and the creation of their account are done using a registration form available on the Website.

The User is asked to choose a password so that a user account can be created for them. The Customer may also log in to their customer account at any time to view their order history or to modify their data.

The User guarantees the accuracy of the information provided for the purposes of creating their customer account. The User is solely responsible for the preservation and confidentiality of their usernames and passwords.

The password is strictly personal and confidential.

The User undertakes to take all necessary measures to ensure complete confidentiality, and in particular to change it regularly.

Any use of the password is presumed to have been made on behalf of the User. The User undertakes to change their password without delay in the event of loss, forgetfulness or voluntary or involuntary disclosure of their password to third parties. This can be done from the customer account.

The User is solely responsible for any use made under their password until they have changed it.

MOBILIS cannot be held liable in the event of fraudulent or abusive use or due to the voluntary or involuntary disclosure of their login details and/or passwords to anyone.

4 PREREQUISITES, CHOICE AND USE OF PRODUCTS

4.1 Choice and use of Products

The Customer chooses the Products in real time on the Website on the day of the Order. Products are offered while stocks last.

The main characteristics of the Products sold, including specifications, illustrations and indications of the dimensions or capacity of the Products, are presented on the Website. This information is of a general nature for normal use in accordance with their function and is not tailored to the Customer's situation or needs. The information that can be attributed to MOBILIS is that which is sent directly to the Customer by MOBILIS in connection with an Order for Products or which is available on its Website. MOBILIS cannot be held liable for any information provided by a third party.

Unless otherwise agreed by the Parties, MOBILIS is not involved in any way in the choice of Products, the assessment of the Customer's needs and the suitability of the Products to their specific characteristics and needs or those of a third-party user. The choice and purchase of a Product is the sole responsibility of the Customer, who is required to refer to the description of each Product in order to ascertain its essential properties and characteristics. Photographs of the Products are presented for illustrative purposes only and have no contractual value; minor variations in presentation or perception may exist without affecting the essential characteristics of the Products.

Consequently, MOBILIS cannot be held liable in the event of a Product being unsuitable for the specific requirements of the Customer or any third-party user of the Products, use of the Products that does not comply with applicable regulations, safety, hygiene and health rules, and/or failure to follow the instructions.

In case of doubt, the Customer may contact MOBILIS by one of the aforementioned means of contact. If necessary, the Customer shall consult a person with the necessary knowledge and skills in the field.

MOBILIS reserves the right to make any modifications or improvements to its Products that it deems necessary and to remove or replace certain Products without prior notice. Some of the Products offered by MOBILIS on the Website are made-to-order Products manufactured at the Customer's request and according to the Customer's specifications and choices.

All MOBILIS Products are new and comply with current European legislation and standards applicable in France. It is the responsibility of Customers who do not reside in France to check whether the sale or use of the Product is subject to any particular prohibition or restriction in their country of residence.

Products are offered and delivered while stocks last.

4.2 Possible prerequisites for the use of Products containing digital elements

The use of certain Products containing digital elements requires certain prerequisites specified in the description of the Product concerned.

Therefore, before placing an Order for a Product containing digital elements, the Customer shall ensure that they meet any prerequisites relating to functionality, compatibility, interoperability and any restrictions.

5 ORDERING PROCEDURES

Product Orders are placed directly on the Website. It is the Customer's responsibility to select the Products they wish to order on the Website. They agree that the information requested to place their Order or sent during its execution may be transmitted electronically.

The Customer expressly acknowledges that any Order placed is binding and must be paid for.

The various steps to follow to place an Order are as follows:

1. Selecting Products and confirming the Order - To place an Order, the Customer, after filling their virtual basket by indicating the selected Products and the desired quantities, check the contents of the proposed Order and click on the "Confirm my order" button.

At this stage, the Customer can view the Products and quantities in their basket and the pre-tax and post-tax amount for each category of Products, as well as the pre-tax total, VAT and total amount including VAT and other applicable taxes for their Order. They also have the option of estimating the shipping costs by entering the country and postcode for delivery.

Orders for delivery within the European Union are processed based on the choices made by the Customer on the Website. For other countries, delivery terms and methods may differ. In this case, the Customer is invited to contact MOBILIS to determine the delivery terms appropriate for the Order.

2. Identification or creation of a Customer account - If the Customer has not already done so, they will be asked to identify themselves or register. When registering, they shall provide up-to-date information (billing and delivery information) enabling them to be identified and their Order to be processed by completing the form available on the Website (the asterisk (*) indicates the fields that must be completed by the Customer). The Customer also has the option of placing an Order as a guest, providing the billing and delivery information required to fulfil the Order.
3. Transport and Delivery Terms and Conditions - The Customer is then asked to select a transport method and is informed of the transport cost and delivery time associated with their choice. For delivery to a "collection point", the Customer is asked to choose the collection point of their choice, whose location and opening hours they can consult.
4. Choice of payment method: The Customer chooses the desired payment method from among the payment methods offered on the Website, namely *PayPal* or credit card (*MasterCard, CB or Visa*).
5. Verification of the order/acceptance of the General Terms and Conditions/confirmation of the order - After clicking on the "Continue" button, an automatically completed online form summarising the details of the Order (delivery address, billing address, characteristics and references of the Product(s) in the Order, quantities, prices excluding VAT and including VAT by Product type, applicable taxes, VAT, transport costs, total amount including VAT payable by the Customer, selected payment method and maximum delivery date or time frame) will be displayed for the Customer's attention.

The total including VAT does not take into account any customs duties and taxes that may apply when the Products are delivered outside the European Union.

The Customer acknowledges the General Terms and Conditions and expressly accepts them by ticking the acceptance box provided for this purpose. The Customer may then click on the "**Pay and confirm my order**" button after checking the details of their Order and its total price.

Confirmation of the Order obliges the Customer to pay for it.

During this step, the Customer has the option of returning to the previous pages to correct any errors or modify their Order by clicking on the "Edit" button at each step of the Order process.

6. Payment - The Customer then proceeds to pay for the Order by following the instructions on the Website.

Once the steps described above have been completed, a page appears on the Website with the Customer's Order number. The Customer can print or digitally save the confirmation of their Order.

Orders sent to MOBILIS only become final after MOBILIS has expressly accepted them in writing, as evidenced by the Order confirmation sent.

MOBILIS acknowledges receipt and confirms the Customer's Order at the email address provided by the Customer. MOBILIS sends the Customer, via this confirmation email, a summary of their Order and a link to download these General Terms and Conditions in PDF format. The Customer is strongly advised to download and save these GTC on a durable medium so that they can keep a copy of the version applicable at the time of the Order.

Any purchase with a view to reselling the Products purchased on the Website is strictly prohibited. MOBILIS reserves the right to refuse any Order whose size and/or repetition could indicate that the Customer intends to resell the Products, or for any other legitimate reason such as the existence of a dispute with the Customer.

The Customer must check the content and accuracy of the email acknowledging receipt of their Order and notify MOBILIS immediately by email of any errors. Failing this, the email from MOBILIS acknowledging receipt and confirming the Order shall be deemed authentic.

The information provided by the Customer when placing their Order is binding: in the event of an error in the delivery address or the identity of the recipient, or in the event of failure to indicate the specific details for accessing the delivery location (floor, access code, etc.), MOBILIS cannot be held responsible for any inability to deliver the Product(s) ordered.

The languages available for the conclusion of the Contract are French and English.

6 SALES PRICE

The sale price of the Product is expressed in euros and includes all taxes (including VAT for France and European Union countries), excluding costs related to the transport of the Products, the terms and conditions of which are made known to the Customer before final confirmation of their Order.

The costs of Delivery and transport of the Products are borne by MOBILIS for all orders over £20 including VAT to be delivered in mainland France and according to the standard mode of transport defined by default. In all other cases, the costs of Delivery and transport of the Products are borne by the Customer, for the amounts specified before the Order is confirmed.

In the event of Delivery outside the European Union, the Customer is required to obtain information and undertakes to pay all taxes due on the importation of Products, including customs duties, value added tax and any other taxes due under the laws of the country in which the Order is delivered. MOBILIS accepts no responsibility if these taxes and duties are not paid by the Customer.

7 PAYMENT

The price of the Products is payable in full at the time of placing the Order. The Customer may pay for their Products online on the Website using the payment methods offered, namely payment by credit card (*CB, Master Card, VISA*) or *PayPal*. The Customer guarantees MOBILIS that they have all the necessary authorisations to use the chosen payment method.

It is hereby specified that any payment information provided by the Customer on the Website is not processed by MOBILIS.

The Order validated by the Customer shall only be considered effective once the relevant payment centre has given its approval. In the event of refusal by the said centre, or of any failure to pay, the Order shall be automatically cancelled and the Customer notified by email.

Ownership of the Products is transferred after full payment by the Customer of the price when placing the Order.

8 TRANSPORT AND DELIVERY

8.1 Transport costs

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

8.2 Product Delivery Times

Products can only be delivered after MOBILIS's bank has confirmed that the Customer has paid the full price of the Order. The maximum delivery time or date is indicated to the Customer when placing their Order and is reiterated in the Order confirmation email sent by MOBILIS. Given their specific nature, Products made to order generally have a longer delivery time.

Delivery is only made on working days, i.e. days on which postal or transport services are operational in the country of Delivery concerned and chosen by the Customer. In mainland France, this corresponds to Monday to Saturday, excluding public holidays.

If the delivery time expires on a non-working day, delivery will be postponed to the next working day.

8.3 Product Delivery Terms

MOBILIS Products are individually packaged and transported in a box.

The place of delivery and the identity of the recipient of the Product are mentioned in the order confirmation sent by MOBILIS in accordance with the information provided by the Customer when placing the order. Delivery will be made by a carrier appointed by MOBILIS according to the Customer's choice.

Products are delivered by hand to the recipient (the Customer or a third party designated by them) or left in the letterbox at the delivery address, if possible. It is the Customer's responsibility to ensure that the letterbox is secure and accessible.

For production reasons, an Order may be delivered in several instalments, at no additional transport cost to the Customer.

Any specific delivery restrictions are indicated at the latest when the Customer enters their delivery address or postcode. Orders for delivery within the European Union are processed based on the choices made by the Customer on the Website. For other countries, delivery terms and methods may differ. In this case, the Customer is invited to contact MOBILIS to determine the Delivery terms and conditions appropriate for the Order.

8.4 Transfer of risk - Reservations upon delivery

When the Customer chooses a mode of transport offered by MOBILIS, MOBILIS is responsible for the Product until it is delivered to the Customer or to a third party designated by the Customer. The transfer of risks of loss or damage to the Product to the Customer takes place upon delivery. Conversely, when the Customer entrusts the delivery of the Order to another carrier, the risks relating to the Products are transferred to the Customer upon delivery to said carrier.

If the transport packaging or a Product is damaged, opened, broken or if a Product is missing from the Order confirmation sent, the Customer is advised to refuse Delivery and/or to specify their reservations on the Delivery note.

In accordance with Articles L.133-3 of the French Commercial Code and L.224-65 of the French Consumer Code, the Customer is required to notify the carrier by extrajudicial document or registered letter.

In any event, in order to preserve MOBILIS' rights and remedies against the carrier, the Customer is requested to notify MOBILIS of any reservations about the condition of the delivered Product by email within 2 days of the Delivery date, bearing in mind that, in accordance with Article L. 133-3 of the French Commercial Code, MOBILIS must itself lodge its complaint against the carrier within 3 days of Delivery of the Product (increased to 10 days if the Customer has not been able to check the condition of the delivered Product due to the carrier).

8.5 Delayed Delivery

In accordance with the provisions of Article L.216-6 of the French Consumer Code, in the event of failure to fulfil the obligation to deliver the Order on the agreed date or within the agreed time frame, the Customer may send MOBILIS a formal notice requesting delivery within a reasonable additional period. If MOBILIS fails to do so within this new period, the Customer may send MOBILIS a notice of cancellation of their Order and request a refund. The Order shall be cancelled upon receipt by MOBILIS of this notice. The Customer may also cancel the Order immediately in certain specific cases provided for in the aforementioned article.

The refund shall be made no later than fourteen (14) days after the date on which the Order was cancelled by the Customer.

In the event of a delay or cancellation of the Order due to the occurrence of a case of force majeure in accordance with the provisions of Article 1218 of the Civil Code, MOBILIS shall not be held liable by the Customer. Cases of force majeure releasing MOBILIS from its delivery obligation are those usually recognised by the jurisprudence of French courts and tribunals, namely any event external to MOBILIS that is unforeseeable and unavoidable.

9 RIGHT OF WITHDRAWAL

9.1 Conditions, time limit and procedures for exercising the right of withdrawal

The Customer has the right, in principle and without having to justify their reasons, to withdraw by returning or restoring the Products delivered to MOBILIS at their own expense.

In accordance with Article L. 221-18 of the French Consumer Code, the withdrawal period expires fourteen (14) days after the day on which the Customer, or a third party designated by the Customer, takes possession of the Products delivered (delivery date). In the event that 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 batches, the withdrawal 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 batch delivered (date of Delivery of the last item or the last part).

To exercise their right of withdrawal and in accordance with Article L. 221-21 of the Consumer Code, the Customer shall notify MOBILIS of their decision to withdraw by means of an unambiguous statement before the expiry of the withdrawal period (e.g. letter sent by post or email). The Customer may notify MOBILIS of their decision to exercise their right of withdrawal at the following address: MOBILIS DEVELOPMENT, For the attention of Customer Services, Parc Altaïs - 7 Rue Orion, 74650 CHAVANOD, FRANCE, or by email at: adv@mobiliscase.com

To facilitate the exercise of their right of withdrawal, Customers may use the form provided in Appendix 1 of these General Terms and Conditions, which can be downloaded by following the link: <https://www.mobiliscase.com/FORMULAIRE-DE-RETRACTATION-FR.pdf>

In order for the withdrawal period to be respected, it is sufficient for the withdrawal request to be sent before the expiry of the period. In the event of a dispute, it will be up to the Customer to prove that they have withdrawn within the time limits provided for by law.

The Product(s) must be returned to the following address: MOBILIS DEVELOPMENT, For the attention of Customer Services, Parc Altaïs - 7 Rue Orion, 74650 CHAVANOD, France.

9.2 Effects of exercising the right of withdrawal

The transport costs for returning the Products shall be borne by the Customer. The Customer must return or hand back the Products to MOBILIS without undue delay and, in any event, no later than 14 days after the Customer has notified MOBILIS of their decision to withdraw.

The Customer shall ensure that the Product(s) are returned in their original packaging or equivalent packaging that is suitable for preventing breakage and ensuring their integrity during transport. The risks associated with transporting the Products shall be borne by the Customer until they are delivered to MOBILIS at the above-mentioned postal address.

It is reminded that, in the event of withdrawal, the Customer shall be liable for any depreciation of the Product resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the Product. In this case, MOBILIS may apply a discount to the refund of the price of the Product proportional to the depreciation of the Product or corresponding to the cost of repair.

Subject to verification of the returned Product and any discount, MOBILIS shall reimburse the Customer for the price of the Products that have been returned, including delivery costs in proportion to the part of the Order that has been returned (with the exception of the costs of returning the Product), no later than 14 days after the Customer has notified MOBILIS of their decision to withdraw. MOBILIS reserves the right to defer this refund until it has received the Product that was the subject of the order, or until the Customer has provided proof of shipment of this Product, whichever occurs first.

9.3 Exclusion from the right of withdrawal:

In accordance with Article L. 221-28 of the French Consumer Code, **the right of withdrawal does not apply to:**

- Products made to the Customer's specifications or clearly personalised, namely Products made to order identified as such on the Website,
- Products that are sealed and have been unsealed by the Customer after Delivery and cannot be returned for reasons of hygiene or health protection.

10 LEGAL WARRANTIES AND COMMERCIAL DURABILITY WARRANTY

10.1 Legal guarantees

MOBILIS guarantees that its Products strictly comply with current regulations and applicable French or European standards.

The Products are covered by the guarantee of conformity provided for in Articles L.217-1 et seq. of the French Consumer Code and the guarantee against hidden defects provided for in Articles 1641 et seq. of the French Civil Code, under the conditions and in accordance with the terms set out below. The legal guarantee of conformity applies independently of any commercial guarantee of durability that may cover the Product.

In order to assert their rights, the Customer must notify MOBILIS of any non-conformity and/or defects affecting the Products by post or email.

In accordance with Articles L.211-2 and D.211-2 (and its appendix) of the Consumer Code, MOBILIS draws the Customer's attention to the following provisions:

Legal guarantee of conformity

The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

Where the contract for the sale of the goods provides for the continuous supply of digital content or a digital service for a period exceeding two years, the legal guarantee applies to that digital content or digital service throughout the period of supply provided for. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service, and not the date on which it occurred.

The legal guarantee of conformity requires the trader, where applicable, to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity entitles the consumer to have the goods repaired or replaced within thirty days of their request, at no cost and without significant inconvenience to them.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests repair of the goods but the seller insists on replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract and obtain a full refund in exchange for returning the goods if:

1° The trader refuses to repair or replace the goods;

2° The repair or replacement of the goods takes place after a period of thirty days;

3° The repair or replacement of the goods causes a major inconvenience to the consumer, in particular where the consumer definitively bears the costs of returning or removing the non-compliant goods, or where they bear the costs of installing the repaired or replacement goods;

4° The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a reduction in the price of the goods or to termination of the contract when the lack of conformity is so serious that it justifies an immediate reduction in price or termination of the contract. In this case, the consumer is not required to request repair or replacement of the goods beforehand.

The consumer is not entitled to termination of the sale if the lack of conformity is minor.

Any period during which the goods are immobilised for repair or replacement suspends the warranty that remained in force until the repaired goods were delivered.

The above rights result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

A seller who acts in bad faith to obstruct the implementation of the legal guarantee of conformity is liable to a civil fine of up to €300,000, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).

Applicable texts: [Articles L.217-1 et seq. of the Consumer Code](#).

Legal guarantee against hidden defects

Consumers also benefit from the legal warranty against hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the goods are retained or a full refund upon return of the goods.

Applicable legislation: [Articles 1641 et seq. of the Civil Code](#).

10.2 Commercial durability guarantee

Certain Products are covered by an extended warranty, known as a durability warranty, which is valid for a limited period and supplements the aforementioned legal warranties.

The words "durability guarantee" and its duration appear in the technical data sheet for Products covered by this guarantee. For these Products, the durability guarantee is automatic and is not subject to additional invoicing for the Product concerned.

This commercial durability warranty constitutes an extension of the aforementioned legal warranty of conformity and is subject to the same conditions (see above).

The commercial durability guarantee applies without prejudice to the Customer's right to benefit from the legal guarantee of conformity and the guarantee relating to hidden defects.

Under this durability warranty, MOBILIS undertakes to replace the Product with an equivalent product or to repair it during the period indicated. This warranty is not subject to additional billing when the Customer requests its implementation.

The durability warranty is excluded under the conditions set out in the article "Causes for exclusion".

10.3 Causes for exclusion

The above warranties cover apparent or hidden defects in the Product, in accordance with the conditions set out in the above texts, and in particular:

- ✓ Critical defects: defects that compromise user safety or contravene the legislation in force (e.g. presence of dangerous elements such as pins or staples, absence of mandatory labelling, etc.).
- ✓ Major defects: defects affecting the appearance, strength or solidity of the Product, rendering it unfit for normal use.

Subject to public policy provisions, minor defects, i.e. purely aesthetic and minor defects that do not compromise the use or performance of the Product, or those related to the natural and normal wear and tear of the Product, are not covered by these warranties. Similarly, no claim may be made in the event of a defect or damage to the Product due to:

- Use of the Product that is not in accordance with its intended use, the manufacturer's recommendations, MOBILIS's recommendations and/or the regulations in force;
- Negligence on the part of the Customer or third-party user;
- A cause external to the Product (e.g. scratches, cuts, burns), an action (e.g. tearing or ripping), handling, transformation or modification of any kind carried out by the Customer or an unqualified third party on the Product and not provided for or recommended by MOBILIS;
- Abnormal use of the Product or use with incompatible accessories or maintenance of the Product that is not suitable for it;
- Transport, unloading or storage by the Customer in abnormal conditions or conditions incompatible with their nature, or installation and/or use that does not comply with MOBILIS' instructions and/or recommendations.
- Makeshift or temporary repairs, as well as the consequences of any resulting aggravation of the damage.

11 AFTER-SALES SERVICE

Without prejudice to the provisions relating to the legal guarantee of conformity and the guarantee against hidden defects, MOBILIS offers the Customer an after-sales service for the maintenance and repair of Products.

The Customer may therefore request the repair of a MOBILIS product by contacting MOBILIS via one of the aforementioned means of contact.

MOBILIS offers this service to its Customers for Products that appear to be technically repairable. The cost of any repairs, as well as the costs and expenses of transporting the Product to and from MOBILIS, shall be borne by the Customer. This paid service shall be the subject of a contract, a copy of which shall be provided to the Customer.

12 RESPONSIBILITIES

The Customer is responsible for:

- a) For the truthfulness, accuracy and completeness of the information provided to MOBILIS when placing and executing their Order;
- b) The choice of Product(s) and their suitability for the intended use;
- c) Telephone, postage and internet costs when contacting MOBILIS;
- d) Regulatory declarations for which they are responsible.

MOBILIS cannot be held liable in the event of non-performance or poor performance of the Order due to the Customer, an event of force majeure or the actions of a third party that constitute force majeure.

13 INTELLECTUAL PROPERTY

MOBILIS is the owner of all intellectual property rights covering the Products and the Website.

The Customer undertakes to respect all of MOBILIS' intellectual property rights. Any unauthorised reproduction of the Products or exploitation and reproduction of intellectual property elements constitutes an infringement of MOBILIS' rights and may be subject to legal proceedings before the competent courts.

14 PROTECTION OF PERSONAL DATA

In the context of processing Orders, delivering them, managing customer accounts, responding to questions from the Customer or Internet User, or more generally operating the Website, MOBILIS collects and processes personal data relating to the Customer or Internet User and, where applicable, the recipient of the Order.

The Customer/Internet User declares that they have read the Privacy Policy, which is also available on the MOBILIS Website and which sets out, in particular, the uses that MOBILIS may make of the personal data collected. The Customer/Internet User may read the personal data protection policy on the Website: www.mobiliscase.com or by requesting it by email from the DPO at the email address below.

In accordance with the General Data Protection Regulation No. 2016/679 and Law No. 78-17 of 6 January 1978, as amended (Data Protection Act), the Customer/Internet user has the right to access, rectify, erase, object to, restrict the processing of, transfer and determine the fate of their personal data in the event of death.

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

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

The Customer/Internet user has the right to lodge a complaint with a supervisory authority, in particular with the Commission Nationale de l'Informatique et des Libertés (CNIL), if they consider that the processing of personal data concerning them constitutes a violation of the General Data Protection Regulation and the Data Protection Act.

15 PROOF AND ARCHIVING

Automatic recording systems are considered proof of the nature, content and date of the Order. Any Order placed by the Customer for an amount exceeding £120 including VAT will be archived by MOBILIS for a period of 10 years in accordance with Articles L. 213-1 and D.213-1 of the French Consumer Code. MOBILIS agrees to archive this information in order to track transactions and produce a copy of the Order at the Customer's request.

16 COMPLAINTS

Complaints or disputes will always be received with attentive consideration, as good faith is always presumed on the part of those who take the trouble to explain their situation. In the event of a complaint, the Customer may contact MOBILIS by email at the following address: adv@mobiliscase.com to seek an amicable solution. MOBILIS customer service can also be reached by telephone on the following number: 04 50 63 24 26 (no surcharge).

In accordance with Articles L.611 to L.616 and R.612 to R.616 of the French Consumer Code, the Customer may also resort to conventional mediation or any other alternative dispute resolution method. In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, MOBILIS is a member of the E-commerce Mediator Service of the FEVAD (, French Federation of E-commerce and Distance Selling), whose contact details are as follows: 60 Rue La Boétie – 75008 Paris – <https://www.mediateurfevad.fr>. The Mediator Service can be contacted for any consumer dispute that has not been resolved amicably. To find out how to contact the Mediator, click on the following link: <http://www.mediateurfevad.fr/index.php/espace-consommateur/>.

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

As mediation is not mandatory, the Customer also remains free to refer the matter to the competent courts under the conditions of ordinary law.

17 WASTE

Waste from some of the Products sold by MOBILIS is classified as Waste Electrical and Electronic Equipment (WEEE) or Household Packaging and Graphic Paper (EMPAP).

17.1 Waste Electrical and Electronic Equipment (WEEE)

Waste from these EEE (Electrical and Electronic Equipment) Products must not be disposed of in the rubbish bin or in the environment due to its harmful effects on the environment and humans. This waste must therefore be collected separately from other ordinary waste and undergo specific treatment aimed at recovering the materials it contains through appropriate channels.

This prohibition is indicated by one of the following symbols affixed to the product:



In accordance with Article L.541-10-13 of the French Environmental Code, MOBILIS has been assigned the following unique identification number for EEE products and their waste: FR001925_05QHEZ. This identifier demonstrates that MOBILIS has fulfilled its obligations to register in the producers' register for this category of products and, where applicable, its obligations to declare the placing on the market to the relevant eco-organisations.

Under the extended producer responsibility scheme for WEEE and in order to comply with its obligations regarding the collection and treatment of this waste, MOBILIS has joined the collective eco-organisation *Ecologic*, which is itself approved by the public authorities. The fulfilment of its obligations in this area releases MOBILIS from its responsibility for this waste.

In order to finance the WEEE recycling sector, MOBILIS pays a financial contribution to *Ecologic* and is required to apply an eco-contribution when purchasing such a product. This eco-contribution must be passed on to the end user.

While the reuse of electrical and electronic equipment should be prioritised in order to prevent waste production, Customers who have purchased and used products that have become waste are considered waste holders under the regulations. They are therefore responsible for sorting and disposing of this waste.

When an Order is placed for a Product in the EEE category, MOBILIS undertakes to take back an equivalent WEEE item (1 for 1: one television for one television, for example).

MOBILIS also offers the Customer the services of the *Ecologic* manager for the collection of WEEE from the Products it sells, whose contact details are as follows:

Ecologic's contact details are as follows:

+33 (0) 1 30 57 79 09 Monday to Thursday from 9:00 am to 5:30 pm and Friday from 9:00 am to 5:00 pm (free service + call charges). For more information, visit the *Ecologic* website at: <https://www.ecologic-france.com/>

The WEEE collected will be decontaminated to remove hazardous substances, which will be treated and neutralised in classified facilities. The WEEE will then be dismantled to extract and sort the materials and components, which will then be either recycled to manufacture new products or recovered in the form of energy, for example. Waste that cannot be recycled or recovered will be disposed of in specialised centres.

17.2 Household packaging and graphic paper (EMPAP)

Packaging waste from products sold by MOBILIS must not be disposed of in the rubbish bin or in the environment, as it is harmful to the environment and to humans. This waste must therefore be collected separately from other waste and undergo specific treatment to recover the materials it contains through appropriate channels.

When packaging is recyclable, the following pictogram is displayed, accompanied by sorting instructions:



In accordance with Article L.541-10-13 of the French Environmental Code, MOBILIS has been assigned the following unique identification number for EMPAP: FR263767_01DCOW. This identifier demonstrates that MOBILIS has fulfilled its obligations to register in the producers' register for this category of products and, where applicable, its obligations to declare the placing on the market to the relevant eco-organisations.

Under the extended producer responsibility scheme for WEEE and in order to comply with its obligations regarding the collection and treatment of this waste, MOBILIS has joined the collective eco-organisation *CITEO*, which is itself approved by the public authorities. The fulfilment of its obligations in this area releases MOBILIS from its responsibility for this waste. In order to finance the EMPAP recycling sector, MOBILIS makes a financial contribution to *CITEO*.

Although reuse of packaging should be prioritised in order to prevent waste production, Customers who have purchased and used Products that generate packaging waste are considered waste holders under the regulations. They are therefore responsible for sorting and disposing of this waste.

In this context, the Customer shall hand over their packaging waste to the public waste management service in accordance with the harmonised sorting rules set out in Article R.543-54, namely: household packaging consisting mainly of glass, steel, aluminium, paper, cardboard, plastic or wood, as well as their caps and lids, emptied of their contents.

MOBILIS also offers the Customer the services of the waste management company *CITEO* for the collection of packaging from the Products it sells. *CITEO*'s contact details are as follows:

contact@citeo.com +33 (0) 1 81 69 06 00 (free service + call charges). For more information, please visit the *CITEO* website at: <https://www.citeo.com/>

18 APPLICABLE LAW

These General Terms and Conditions and, more generally, the relationship between MOBILIS and the Customer are governed by French law, subject to the application of the mandatory rules of the country in which the Customer has their habitual residence. The Vienna Convention on Contracts for the International Sale of Goods does not apply to this Contract.

19 JURISDICTION IN THE EVENT OF A DISPUTE

Any dispute relating to the interpretation, performance or termination of the General Terms and Conditions and/or Orders shall fall within the jurisdiction of the court of the place where the defendant resides or where the Product was delivered or where the Customer resided at the time of conclusion of the contract or occurrence of the harmful event.

In accordance with the provisions of the Brussels I bis Regulation (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 shall have the option of bringing their action either before the courts of their own place of residence or before the courts of the Member State in which MOBILIS is established. MOBILIS may only take action against the Customer before the courts of the Member State in which the Customer is domiciled.

Any dispute with a Customer residing outside the European Union shall fall within the exclusive jurisdiction of the court of MOBILIS's registered office, subject to any mandatory provisions to the contrary in the law of the Customer's country of residence.

20 MISCELLANEOUS

These General Terms and Conditions are written in French.

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

APPENDIX 1 – WITHDRAWAL FORM

Please complete and return this form only if you wish to withdraw from the Sales Contract.

Reminder: In accordance with Article L. 221-28 of the Consumer Code, the right of withdrawal does not apply to:

- Products made to the Customer's specifications or clearly personalised, namely Products made to order identified as such on the Website,
- Sealed Products that have been unsealed by the Customer after Delivery and cannot be returned for reasons of hygiene or health protection.

For the attention of:

MOBILIS DEVELOPMENT, Parc Altaïs

7 rue Orion - 74650 CHAVANOD

adv@mobiliscase.com

+33 (0)4 50 63 24 24

I/we (*) hereby notify you of my/our (*) withdrawal from the contract for the sale of the goods (*)/for the provision of services (*) below:

Ordered on (*)/received on (*):

Name of consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.