A.L.V.S. Company: 5 agencies in France – Head office and workshop at Saint Etienne

8 Rue des 3 Glorieuses 42000 ST ETIENNE Phone: 09 87 87 87 09 – Fax: 04.77.32.65.34

S.A.R.L. with 600 000 Euros of capital; registered under number B 403 872 427

SIRET number: B403 872 427 00048 - APE code: 3299Z - VAT identification number: FR 90 403 872 427

General Terms and Conditions of Sale: products sold on thuasne-goodies-shop-fr

Last update: June 6<sup>th</sup>, 2018.

## Article 1 - Object

The present terms of sale are intended to define the contractual relationship between ALVS and the buyer and the conditions applicable to any purchase made through the website <a href="thuasne-goodies-shop-fr">thuasne-goodies-shop-fr</a>. The acquisition of a product through the present website implies an unconditional acceptance by the purchaser of these Sales Terms and Conditions, which the buyer expressly acknowledges having read and accepted.

Any service performed by the company ALVS implies the unreserved acceptance of the buyer to these general conditions of sale. The company ALVS retains the possibility of modifying these conditions of sale at any time, in order to respect any new regulation or in order to improve the use of its site. Therefore, the applicable conditions will be the ones in effect at the date of the order by the buyer.

#### **Article 2 - Products**

The products offered are those listed on the website <u>thuasne-goodies-shop-fr</u> made by ALVS, within the limits of available stocks. Each product is presented on the website with its main technical characteristics (year, dimensions ...). The photographs are as faithful as possible but do not engage the seller. Sale of the products presented on the website <u>thuasne-goodies-shop-fr</u> is intended for all resident buyers in metropolitan France.

# Article 3 - Price

The prices of our products are indicated in Euros all taxes (VAT and other taxes applicable on the date of the order) included, except the delivery costs.

# Article 4 - Payment

When the buyer validates his/her order, it implies for the buyer to pay the indicated price.

The payment of your purchase(s) is made by transfer

In the case of split deliveries, only the products shipped are invoiced.

## Article 5 - Retention of title

The company ALVS retains the full ownership of the sold products until the perfect collection of the price, in principal, expenses and taxes included.

## Article 6 - Withdrawal

In accordance with the provisions of Article L.121-21 of the Consumer Code, you have a withdrawal period of 14 working days from the receipt of your order and thus return the product(s) to the seller for exchange or refund without penalty, except for the return costs.

# Article 7 - Delivery

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The products are delivered to the delivery address indicated during the ordering process.

In accordance with the legal provisions, in case of late delivery, you have the possibility to cancel the order under the terms and conditions defined in Article L 138-2 of the Consumer Code. If in the meantime you receive the product we will proceed to its refund and shipping costs under the conditions of Article L 138-3 of the Consumer Code.

#### Article 8 - Guarantee

All our products profit from the legal guarantees of conformity and latent defects, provided by Article 1641 of the Civil Code. In case of non-conformity of a product sold, it may be returned, exchanged or refunded.

All claims, requests for exchange or refund must be made by post within thirty days after delivery to the following address:

ALVS - 8 Rue des Trois Glorieuses - 42000 Saint-Etienne

Products must be returned to ALVS in the condition in which you received them.

## Article 9 - Responsibility

The company ALVS in the process of distance selling is held only by an obligation of means.

Moreover, it could not be held liable for damage resulting from the use of the Internet such as loss of data, intrusion, viruses, service interruption, or other involuntary problems.

Finally, the responsibility of the company ALVS cannot be held responsible for damages resulting from the misuse of the product (s) the buyer purchased.

## Article 10 - Intellectual property

All the elements of the website <u>thuasne-goodies-shop-fr</u> are and remain the exclusive intellectual property of ALVS. No one is authorized to reproduce, exploit, rebroadcast, or use for any purpose whatsoever, even partially, elements of the site that are software, visual or sound.

### Article 11 - Personal data

ALVS reserves the right to collect personal information and personal data about the buyer. It is necessary to manage your order and improve the services and information that ALVS sent you.

In accordance with the law of January 6, 1978, you have a right of access, rectification and opposition to personal information and personal data about you.

## Article 12 - Applicable law in case of dispute

These conditions of distance selling are subject to French law. For all disputes or litigation, the French courts will be the only competent.