



mecalectro

## General Terms and Conditions of Sale

### 1 Vendor Identification

**Mecalectro**, 8 Rue Galvani - 91300 MASSY - Tel.: +33 (0)1 69 32 74 00 - contact@mecalectro.com A simplified joint-stock company with a share capital of EUR 2,961,000, B 409 584 059 Evry Business Register - NAF Code 2790Z - VAT FR 33 409 584 059 www.mecalectro.com, hereinafter referred to as the “**Vendor**”.

### 2 Definitions

“**Purchaser**” designates the legal or natural person having placed an Order with a view to purchasing the Vendor’s Products.

“**Order**” designates the contractual method allowing the Purchaser to buy a Product from the Vendor.

“**GTCS**” designates these general term and conditions of Sale.

“**Personal Data**” designates any information relating to an identified or identifiable natural person. An “identifiable natural person” is deemed to be one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Delivery**” designates the act by which the Vendor hands the Product(s) over to the Purchaser.

“**Party**” designates the Purchaser or the Vendor individually, and “**Parties**” designates the Purchaser and the Vendor collectively.

“**Product(s)**” designates the products offered by the Vendor and described in Clause 7 of the GTCS

“**Website**” designates the website for the Vendor’s online sales, accessible at the following address:  
<https://www.mecalectro.com/produits/>

“**Vendor**” designates the company Mecalectro, entered in the Evry Business Register under No. B 409 584 059, and with head office at 8 Rue Galvani - 91300 MASSY.

### 3 - Purpose

**3.1** These GTCS govern the sales of Products made on the Website between the Vendor and the Purchaser, whether made in France or for Export.

**3.2** The GTCS can be modified or adapted by special terms and conditions of sale, and, in accordance with Article L. 441-1 of the [French] Commercial Code, shall constitute the sole base for commercial negotiations between the Parties. In the event of a contradiction between a provision of the Purchaser’s General Terms and Conditions of Purchase and a provision of these GTCS, the provision of these GTCS will take precedence.

**3.3** The information given in the commercial documents issued by the Vendor may be modified by the latter at any time and without notice in order to take into consideration changes in technology or economic conditions.

**3.4** Confirmation of an Order by the Purchaser shall entail acceptance of these GTCS and the acknowledgement that they are fully cognizant of such. All the data provided and the confirmation recorded will serve as proof of the transaction.

### 4 - Order

**4.1** The Vendor offers different types of Products, as defined in Clause 7 of the GTCS.

**4.2** The Purchaser visits the Website in order to request an Order by following the procedure set out below:

- Selection of each Product and addition of this to the basket;
- Confirmation of the basket contents;
- Redirection to a page summarizing the details of the Products selected, their price and the Delivery options (with the related delivery costs);
- Selection of the Delivery options, dispatch methods and payment method;
- Entering of the Purchaser’s contact details;
- Confirmation of and payment for the Order.

**4.3** The sale will only be considered as final on validation of the Order by the Vendor, sent by e-mail to the address given at the time of Order by the Purchaser or on creation of his/her user account, and on the Vendor receiving full payment of the Order price.

**4.4** In the event of a payment default, partial payment or a payment incident, the Vendor reserves the right to suspend or cancel all Orders and/or Deliveries. Any Order that is fraudulent or presumed to be such, will be considered by the Vendor as null and void.

**4.5** The Vendor shall undertake to honour the Orders received within the limit of available stocks. In the event one of the products is unavailable, the Purchaser will be informed of this as quickly as possible.

In the event of payment for unavailable Products, the Vendor will refund the excess amount using the same method that the purchaser used to pay for the Order.

## **5 - Rates and payment methods**

**5.1** Unless agreed to the contrary, the prices shall be established in Euro and shall be understood as being ex works, exclusive of VAT or other duties, taxes and other similar contributions in the Purchaser's country. Special packaging shall be invoiced separately.

The prices shall be established in consideration of the economic and monetary conditions on the date of the Order. These may be updated in order to consider the change in the economic and monetary conditions (e.g. rates for incorporated precious metals).

**5.2** The Vendor will propose the Purchaser pays for his/her Order by bank card (Debit, Visa or Mastercard) via the Acepta secured payment platform from BNP PARIBAS intended for this purpose.

## **6 Delivery**

### **6.1 Delivery Methods**

The Products ordered on the Website can be delivered in Europe, internationally and to the DOM-TOM [French overseas departments and territories].

Unless agreed to the contrary, Delivery shall be made:

- **By collection** at the factory in accordance with the EXW Incoterm from the CCI (2000 edition, with customs clearance remaining the Purchaser's responsibility in the event of FAS and DEQ);
- **By delivery to the address** entered by the Purchaser on the Website when confirming the Order. The Vendor cannot be held liable for any error by the Purchaser in inputting the postal address.

The carriage charges shall be the Purchaser's responsibility. The rates are shown before validation of the Order.

Any additional customs or import charges will remain the Purchaser's responsibility.

### **6.2 Delivery lead time**

The lead times shown on the Website are indicative lead times, corresponding to the average lead times seen for processing and Delivery, and shall extend from the date the Order is confirmed by the Vendor.

Unless expressly stipulated to the contrary and agreed by the Vendor, Delivery delays can in no event lead to either the total or partial cancellation of the Order(s) by the Purchaser, or to any compensation or reduction in price.

## **7 - Products**

### **7.1 Product Description**

The Products offered shall be those shown on the Website <https://www.mecalectro.com/produits/>, in the limit of available stocks.

The Vendor reserves the right to modify the Product assortment at any time.

Each Product is presented on the Website in the form of a description giving the main technical specifications. The presentation of Products on the Website by the Vendor at a given moment shall not imply or guarantee that these Products will be available at all times. The Vendor reserves the option to suspend the sale of any Product at any time.

### **7.2 Product characteristics and compliance**

The Product characteristics are those defined by the Vendor's specifications, as published in their most recent version, with the exception of different characteristics agreed expressly between the Vendor and Purchaser.

Any complaints regarding Product compliance must, in order to be admissible and permit the application of the provisions of this paragraph and those of Clause 7.3 below, be formulated in accordance with the indications given by the Vendor in the documents accompanying the Products delivered, and to be made within one week of the date of Delivery.

The Vendor will then have one month to inform the Purchaser whether an appraisal is required in the latter's presence at its premises. No complaint will be admissible when the Products have been modified or damaged due to the Purchaser, especially during storage, inspection, assembly, disassembly, etc.

In as far as the grounds for the Purchaser's complaint are established or recognized as such by the Vendor, the latter shall undertake to accept the return, at its cost and choice, either of the entire supply incriminated or of just the defective Products, subject, however, to each defective Product being accompanied by a report on the corresponding tests and that the returns are made in their original packaging, complete and in good condition.

## 7.3 Product Returns

No Product can be returned without the prior written agreement of the Vendor in accordance with Clause 7.2.

In the event of an agreed return, the Vendor may, at its choice, either replace or repair the Products it recognizes as being defective.

In no event can the Purchaser use such a return to cease any payment whatsoever for which it is due with regard to the Vendor, or to cancel in full or in part any Order currently being fulfilled.

In the event the Purchaser requires a certificate of compliance from the Vendor, and this must be requested when placing the Order, this will comply with standard NFL 00-015.

The provisions of Clause 7 shall not be applicable to Products that have undergone acceptance testing at the Vendor's factory or that have satisfied the Quality Assurance System rules negotiated and which are consequently deemed to be compliant with the specifications.

## 8 – Consumer's right to cancel

The following provisions shall only be applicable to Purchasers coming under the definition of consumers as provided by the [French] Consumer Code, namely any natural person acting for reasons that do not come within the framework of his/her professional activity.

### 8.1 Methods for the right to cancel

Unless one of the exceptions provided for by the consumer code is applicable, the Purchaser may cancel his/her Order without reason within 14 days, starting from the date on which the Purchaser physically takes possession of the Product(s) purchased.

To exercise his/her right to cancel, the Purchaser shall notify the Vendor of his/her decision to cancel his/her order within a maximum of 14 days of Delivery of the Product(s):

- By registered letter to the following address: Mecalectro – 8 Rue Galvani, 91300 MASSY France; or
- By e-mail to the following address: [contact@mecalectro.com](mailto:contact@mecalectro.com)

### 8.2 Effects of the cancellation

In application of Article L. 221-24 of the Consumer Code, the Vendor will refund the Purchaser all the payments received, including the Delivery costs, within 14 days of the Products being recuperated or of receipt of proof of shipping by the Purchaser.

The payment method used by the Purchaser during his/her initial Order will be used by the Vendor to make the refund, unless a different method is expressly agreed. In any event, this refund will not create additional costs for the Purchaser.

The Purchaser shall be responsible for the direct costs for returning the Product(s) and shall be liable for the depreciation of the value of the Product(s) resulting from handling (other than that required to establish the nature, specifications and correct operation of this/these Product(s)).

If the right to cancel is not exercised within the aforementioned 14-day period, the Purchaser can no longer exercise his/her right to cancel.

## 9 - Force majeure

Any event of *force majeure* will result in the fulfilment of obligations being suspended by the Vendor until such event is over.

Within the sense of these General Terms and Conditions of Sale, an event of *Force Majeure* shall comprise any event, whether foreseeable or not, that the Vendor could not stop or prevent the effects thereof by way of normal management, and that is likely to form an obstacle to the fulfilment of its obligations.

In particular, events of *Force Majeure* comprise: fire, flood, transport interruptions or delays, failure on the part of a supplier or sub-contractor, strike in any form whatsoever, and machinery breakage.

## 10 - Insurance, transport

The associated risks to the Products shall be transferred from the Vendor to the Purchaser on shipping of the Product(s), as defined in clause 7 of the GTCS. The Purchaser shall be responsible for insuring the Products as of this moment.

The Products shall travel at the Purchaser's sole risk. The latter shall be responsible for inspecting these on arrival and, if applicable, making the reservations with the carriers.

On specific instruction from the Purchaser and agreed by the Vendor, shipments may be insured by the Vendor, which will then invoice the additional corresponding insurance costs.

## 11 - Reservation of ownership

The Vendor will remain the owner of the Products until payment of the price in full, despite them having been Delivered to the Purchaser.

Failure by the Purchaser to pay any one of the instalments may lead to the Vendor making a claim on the Products delivered, and the Vendor may cancel the Contract without prejudice to any damages. Nevertheless, and by express agreement, the

Purchaser will be liable for any loss of the said Products and will likewise be responsible for any damage they may suffer or cause for any reason whatsoever.

## **12 - Guarantee**

### **12.1 Guarantee definition**

The Vendor shall guarantee the Products supplied have the characteristics as defined in clause 7.1 of the GTCS:

- **For professionals:** for a period of twelve (12) months as of the date of delivery or availability at the collection point;
- **For non-professionals or consumers:** for a period of twenty-four (24) months as of the date of delivery or availability at the collection point;

The Purchaser must immediately inform the Vendor and allow it to inspect the alleged faults for itself.

The guarantee shall cease to apply in the case where:

- The equipment was damaged during its transport or was stored by the Purchaser in unsuitable conditions;
- The equipment was subject to excessive stresses (mechanical, electric or heat) during its storage, assembly or use;
- The unsuitability or defectiveness of the equipment results from exceeding the limit values for use (temperature range, maximum voltage, etc.) as defined by the Vendor, or of an incorrect choice of application;
- The equipment was modified or repaired by the Purchaser without prior written agreement from the Vendor;

Furthermore, the guarantee shall not cover the direct or indirect consequences that may result from a failure by the Products supplied by the Vendor.

In the event the guarantee is applied, the carriage and packaging costs shall be the Purchaser's responsibility.

The foregoing shall constitute the full extent of the guarantee by the Vendor and shall replace any other guarantee.

### **12.2 Exercising the Guarantee**

The guarantee shall be limited, at the Vendor's choice, to either the replacement or the repair of the equipment it recognizes as being defective, to the exclusion of any other form of compensation.

### **12.3 Liability**

To the exclusion of compensating for bodily harm, the Vendor's liability will, for all causes included, be limited to the contractual amount of the Order giving rise to the claim.

In all circumstances, the Vendor cannot be obligated to repair immaterial or indirect damage that the Purchaser or a third party may claim from it; consequently, it cannot be obligated to pay compensation, especially for operating or production losses, loss of profit or any other loss of an economic or financial nature.

The Purchaser shall vouch for its insurers renouncing action against the Vendor or its insurers in accordance with the aforementioned exclusions or limitations.

## **13 - Intellectual property rights**

**13.1** All the Products or technical information, studies, plans, documents or prototypes handed over or sent to the Purchaser shall remain the sole property of the Vendor. These elements cannot be reproduced in full or in part, or provided to third parties, without the prior written authorization from the Vendor, or used for purposes other than those for which they were provided.

The technology and know-how, whether patented or not, incorporated into the Products and services, as well as all industrial and/or intellectual property rights relating to the Products and services shall remain the sole property of the Vendor.

**13.2** The Purchaser will only be granted a non-saleable, non-transferable right of use that is strictly limited to the contract entered into between the Vendor and the Purchaser.

## **14 - Personal Data Protection**

**14.1** The Personal Data collected on the Purchaser shall form the subject of computerized processing by the Seller who is acting as the controller.

The Personal Data collected is essential for processing the request in order to be able to fulfil the Contract.

This Personal Data shall also be kept for security purposes, in order to comply with the legal and statutory obligations. It will be kept for as long as necessary to fulfil the Contract and any applicable guarantees at the end of the Contract.

The Personal Data controller is the company Mecalectro – 8 Rue Galvani, 91300 MASSY France – [rgpd@mecalectro.com](mailto:rgpd@mecalectro.com).

Access to the Personal Data shall be strictly limited to the controller's employees who are authorized to process this as a result of their duties.

The information gathered may be provided to third parties linked to the controller by contract for the execution of sub-contracted tasks, without the Purchaser's authorization being necessary.

**14.2** In accordance with Law No. 78-17 of 6 January 1978 on data protection, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/.679, the Client shall have a right of access, to rectification, erasure, and a right to the portability of his/her data, as well as the right to object to processing for legitimate reasons; he/she can exercise these rights by contacting the controller at the postal or e-mail address shown above, including valid proof of his/her identity.

In the event of a complaint, the Purchaser can contact the *Commission Nationale de l'Informatique et des Libertés* (CNIL = French Data Protection Agency)

The collecting and processing conditions are defined in the Confidentiality Policy that each Purchaser is obligated to accept when placing the Order. The Confidentiality Policy can also be viewed at any time on the Vendor's Website via the dedicated link for this purpose, located at the bottom of the home page.

## **15 - Allocation of jurisdiction and applicable law**

**15.1** In the event of a dispute, or failing an amicable settlement, the sole competent court will be the Commercial Court of Evry or the Ordinary Court of Evry in the event the latter forms the subject of an allocation of competence through legal or statutory channels.

**15.2** The applicable law will be French law.

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Massy, 15 March 2022