

GENERAL SALES TERMS AND CONDITIONS (GSTC) - IN&MOTION

*Version updated on 24.04.2023*

**Contents**

Preamble.....	2
Article 1. Definitions.....	2
Article 2. Scope of application .....	2
Article 3. Order .....	2
3.1. Order validation.....	2
3.2. Product Activation .....	3
Article 4. Price - Payment.....	3
4.1. Price.....	3
4.2. Discounts .....	3
4.3. Terms of payment.....	3
Article 5. Sponsorship.....	4
Article 6. Delivery .....	4
6.1. Terms of delivery .....	4
6.2. Delivery times - delay .....	4
6.3. Unavailability .....	5
6.4. Delivery incidents - damaged package .....	5
6.5. Retention of title and transfer of risk.....	5
Article 7. Conditions of use of the Products .....	5
Article 8. Right of withdrawal.....	6
8.1. Withdrawal period.....	6
8.2. Exercising the right of withdrawal.....	6
8.3. Return of Products.....	6
8.4. Limitations on Options.....	6
Article 9. Guarantees and Warranties .....	6
9.1. Legal guarantee of conformity and hidden defects.....	6
9.2. Warranty exclusions .....	7
9.3. Implementation of the guarantees and warranties .....	7
Article 10. After-sales services.....	8
Article 11. Contact, assistance and claims .....	8
Article 12. Force majeure.....	8
Article 13. Intellectual Property .....	8
Article 14. Personal Data Protection.....	8
Article 15. Safeguard clause .....	8
Article 16. Titles of articles.....	9
Article 17. Non-waiver .....	9
Article 18. Mediation.....	9
Article 19. Applicable Law .....	9
APPENDIX 1- Withdrawal form .....	10

## **Preamble**

These General Sales Terms and Conditions (**GSTC**) outline the contractual conditions between IN&MOTION and the Client concerning their Subscription to the IN&BOX provided by IN&MOTION.

All obligations between the Parties are expressed in these GSTC and take precedence over any contradictory document or version, if necessary.

As soon as the GSTC are posted on the Website, they become applicable to all purchases concluded with IN&MOTION from the countries listed on the Website at the time of the order.

Although the GSTC have no expiration date, IN&MOTION reserves the right to modify them periodically.

The Client acknowledges having read and fully accepted the GSTC before placing their order. These terms are enforceable against the Client in accordance with Article 1119 of the French Civil Code,

and the Client agrees to abide by them by accepting the GSTC.

## **Article 1. Definitions**

“**Application**” refers to the IN&MOTION “MY IN&BOX” mobile application developed by IN&MOTION.

“**Client**” refers to any legal-aged natural person who places an order for products or services on IN&MOTION's website <https://www.inemotion.com/>

“**User Account**” refers to the personal account of the Client created on the Website or the Application at the time of their order with IN&MOTION.

“**IN&BOX**” refers to the electronic box developed and marketed by IN&MOTION containing IN&MOTION technology. The IN&BOX is necessary to operate products using the IN&MOTION airbag system. For the technical aspects of the IN&BOX, the Client must refer to the user manual provided when purchasing the IN&BOX or a compatible product incorporating the airbag system developed by IN&MOTION.

This manual is available on IN&MOTION's website and contains all the technical and practical features of the IN&BOX.

“**IN&MOTION**” refers to the company IN&MOTION, a simplified joint-stock company with a capital of 36,291 euros, whose registered office is located at 10, rue de la Lyre, CRAN GEVRIER, 74960 ANNECY France, registered with the Annecy Trade and Companies Register under number 805 388 329, whose SIRET number is 80538832900015 and whose intra-community VAT number is FR50805388329.

“**Option(s)**” refers to an additional functionality for the IN&BOX (such as an additional detection mode) that the Client may buy under the conditions outlined in these GSTC.

“**Party(ies)**” commonly refers to IN&MOTION and the Client.

“**Product(s)**” refers to all goods and services offered for sale by IN&MOTION on the Website or Application.

“**Website**” refers to IN&MOTION's website (<https://www.inemotion.com/>)

## **Article 2. Scope of application**

The GSTC apply to any purchase of Product(s) from IN&MOTION by the Client on the Website.

The essential characteristics of the Products are available on the IN&MOTION Website.

IN&MOTION offers the same quality of digital services to all Clients.

## **Article 3. Order**

### **3.1. Order validation**

The Client is invited to place their order via the Website or Application, from the online catalogue and using the form contained therein.

When ordering, the Client is invited to open a User Account.

To validate the order, after initial confirmation, the Client must check the details of their order, choose their payment method, read the GSTC and accept them (check box) before validating the order and paying the amount.

The contract is concluded as soon as IN&MOTION emails the Client with the order confirmation and GSTC, which the Client has accepted.

### **3.2. Product Activation**

Some Products require prior activation before they can be used (for example: IN&BOX, detection mode). The Client is informed in advance when such activation is necessary.

Activation is always required for IN&MOTION airbag systems, including when they have not been ordered on the Website or the Application (for example, when a product integrating the IN&MOTION airbag system is purchased from an authorised partner),

Where applicable, once the order has been confirmed under the above conditions, the Client must:

1. Download the Application by following the instructions in the user manual available online,
2. Log in to the Application using the login details of the User Account created before the order,
3. Pair the Product to the User Account by following the detailed instructions in the Application and user manual.

Activation will be effective immediately after completion of the above steps.

If the IN&BOX is not activated within six (6) months of the order confirmation, the Client will be required to return the IN&BOX under the conditions of the Article "Return of the IN&BOX".

Products that are not activated are not functional and, therefore, unusable.

IN&MOTION cannot be held liable for using non-activated Products.

## **Article 4. Price - Payment**

### **4.1. Price**

The prices applicable to the Products are those in force accessible on the Website or the Application at the time of the Client's order.

The prices are indicated in euros, including all taxes and taking into account the VAT applicable on the day of the order.

IN&MOTION reserves the right to modify the prices of its Products. Price increases will be brought to the client's attention before purchasing the Products.

Any change in the applicable VAT rate will be automatically reflected on the prices of IN&MOTION's Products. If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, these modifications shall be reflected without delay on the prices.

The prices do not include the delivery costs and the possible customs charges, which remain the Client's responsibility. The Client is informed in advance of the delivery costs at the time of their order.

### **4.2. Discounts**

IN&MOTION reserves the right to grant, periodically, exceptional price reductions to the Client, the conditions of which will be communicated to them beforehand (on the Website, the Application, and/or by email).

### **4.3. Terms of payment**

The Client has, at their choice, the following means of payment, restated on the Website or the Application:

- **Bank cards, Visa, Mastercard**  
It is specified that bank cards issued by banks domiciled outside France must be international bank cards.
- **SEPA Direct Debit**  
Payment by SEPA direct debit is conditional upon the Client's prior signature of the electronic SEPA Direct Debit Mandate form provided at the time of payment.

The payment of the price is made at the time of the order.

The Client provides IN&MOTION with a guarantee that they have the authorisations required to use the payment method of their choosing during the validation of the order.

For direct debit, regardless of the chosen payment method, the Client agrees to update their bank details or credit card number before the direct debit date. They will join any necessary proof (in particular, the new bank identification number) to allow IN&MOTION to update the SEPA direct debit mandate.

IN&MOTION reserves the right to suspend any order or delivery if the officially accredited bodies refuse the credit card payment authorisation or in case of non-payment of all or part of a current or past order.

The amounts due by the Client are debited only after confirmation of the order by IN&MOTION.

To fight against credit card fraud, IN&MOTION has set up a secure remote payment system. When paying online, the Client may be asked to confirm the purchase using a secure method communicated to them by their bank. A payment confirmation email will be sent to the Client at the email address provided when creating their Client account. The payments made by the Client will be considered final only after IN&MOTION effectively collects the sums due.

### **Article 5. Sponsorship**

Clients who have already bought an IN&MOTION product may refer other potential Clients wishing to purchase an IN&MOTION Product from the dedicated tab in their User Account or the Application under the conditions set out therein.

The amount of discounts granted and the maximum number of referrals per Sponsor in effect at the time of referral are indicated on the Website or the Application.

Only the sponsored Client ("**Sponsoree**") will benefit from a price reduction at the time of purchase. The sponsoring Client ("**Sponsor** ") does not receive any additional benefits.

It is specified that the reduction is acquired only if the Sponsoree does not exercise their right of withdrawal (see Article "Right of withdrawal").

The discount cannot be combined with other IN&MOTION sponsorship offers.

It is specified that only people who have never contracted with IN&MOTION can be Sponsorees.

### **Article 6. Delivery**

The delivery terms referred to in this article concern only goods ordered on the Website and the Application.

#### **6.1. Terms of delivery**

Delivery means the transfer of physical possession or control of the Product to the Client.

IN&MOTION arranges delivery through a carrier of their choice based on the delivery method selected by the Client during the order process.

Delivery is made at the address given by the Client and at the rates indicated on the summary page before the validation of the order by the Client.

No deliveries are made to campsites, hotels, post office boxes, or other post offices. It is also specified that the delivery is made exclusively on the territory of the countries indicated in the list accessible on the Website at the time of the order.

Any package returned to the Client because of a non-compliant, erroneous, or incomplete delivery address will be reshipped at the Client's expense.

#### **6.2. Delivery times - delay**

Orders placed on the Website or the Application will be processed and shipped within the time frame specified to the Client during the order confirmation, subject to payment validation and potential anti-fraud checks. However, orders may be delayed due to force majeure or when the online store is temporarily closed (which will be clearly communicated on the site's homepage).

If no indication is given, IN&MOTION commits to delivering the order without unjustified delay and, at the latest thirty (30) days following the date of the order confirmation email in accordance with the provisions of Article L216-1 of the Consumer Code.

If the agreed delivery date or deadline is not met, the Client shall, before terminating the contract, instruct IN&MOTION to deliver the order within a reasonable additional period.

In case of non-delivery at the end of this new period, the Client may freely terminate the contract by notifying IN&MOTION by email.

The Contract shall be deemed terminated on receipt by IN&MOTION of the email informing them of said termination unless IN&MOTION has already carried out the termination.

The sums already paid by the Client will then be refunded to them at the latest within fourteen (14) days following the date on which the contract was terminated.

In accordance with Article L. 242-4 of the French Consumer Code, if IN&MOTION has not reimbursed the sums paid by the Client, the sums due are automatically increased by:

- The legal interest rate if reimbursement is made no later than ten (10) days after the expiry of the fourteen-day (14) period set out above,
- Ten per cent (10%) if the delay is between twenty (20) and thirty (30) days,
- Twenty per cent (20%) if the delay is between thirty (30) and sixty (60) days,
- Twenty per cent (20%) if the delay is between thirty (30) and sixty (60) days,
- Fifty per cent (50%) between sixty (60) and ninety (90) days,
- And an additional five points for each further month of delay up to the Product's price and, subsequently, the legal interest rate.

### **6.3. Unavailability**

IN&MOTION will inform the Client immediately in case all or part of the order is unavailable. The Client will receive a refund for any sums paid towards the cancelled portion (or the entire order, if necessary) within fourteen (14) days of being notified of the unavailability.

### **6.4. Delivery incidents - damaged package**

#### **Refusal of delivery:**

If the original packaging is damaged, torn, or opened at the time of delivery, the Client must then check the condition of the Products. This verification is considered to have been carried out as soon as the delivery note has been signed without reservations.

If the Products have been damaged, the Client must refuse the package and note a reservation on the delivery slip (parcel refused because open or damaged). The Client must indicate on the delivery form and in the form of handwritten reservations accompanied by their signature any anomaly concerning the delivery (damage, missing Product compared to the delivery form, damaged package, broken Products ...).

The Client shall then confirm these reservations to IN&MOTION at the address mentioned in the Article "Contact, assistance and claims".

#### **Return/Exchange:**

If the Products do not conform to the Client's order and need to be returned to IN&MOTION, a return request must be made within seven (7) days of delivery, using the contact details provided in the "Contact, assistance and claims" article.

Any request for a return made after this period will not be accepted. The return of the Product can only be accepted for Products in their original condition (packaging, accessories,...).

### **6.5. Retention of title and transfer of risk**

The property of the purchased goods is transferred to the Client only after full payment of the price to IN&MOTION, confirmed to the Client by email.

The risk of loss or damage to the goods shall pass to the Client upon signature of the delivery note (or, failing that, from the latest delivery date estimated by the carrier).

### **Article 7. Conditions of use of the Products**

IN&MOTION shall not be held responsible for any decrease in performance or deterioration of the Products resulting from the Client's failure to:

- Comply with all instructions relating to the use of the Products, provided by IN&MOTION (via user manuals accessible on the Website and provided at the time of purchase, the General Terms of Use, the service communications sent by email and on the Application, the Website and After-sales service).
- Download and install the updates deployed by IN&MOTION, of which they will be informed by e-mail and/or message, as well as in the Application.

- Connect the IN&BOX at least once (1) a year and at least once (1) a month if the Client subscribes to optional service(s) by monthly subscription by the connection method indicated in the IN&BOX user manual. Otherwise, the IN&BOX will be automatically blocked and not work until the next connection.

IN&MOTION will not be held liable for any misuse of the Product by the Client or any third party whom the Client has entrusted with the Product, shared their login credentials with, or who gained access to their User Account due to the fault, clumsiness, or negligence of the Client.

## **Article 8. Right of withdrawal**

### **8.1. Withdrawal period**

The Client has the right to withdraw their purchase and request a refund.

This right can be exercised until the expiration of fourteen (14) calendar days from the receipt of the Product (date of signature of the delivery note or, failing that, the latest delivery date estimated by the carrier).

The time limit begins on the day following the latter date, at the beginning of the first hour and ends at the end of the last hour of the last day of the time limit. If this period expires on a Saturday, Sunday, holiday or non-working day, it is extended to the next working day.

### **8.2. Exercising the right of withdrawal**

The right of withdrawal can be exercised online or by mail by sending to IN&MOTION the withdrawal form (accessible from the Website and in Annex 1 of the CGV) duly filled in by the Client.

If the right of retraction is exercised electronically, an acknowledgement of receipt will immediately be sent to the Client at the e-mail address they communicated.

If the right of withdrawal is exercised, the price and delivery costs are refunded to the Client, excluding return fees to be borne by the Client and additional costs related to a delivery method expressly chosen by the Client and more expensive than the standard delivery method proposed by IN&MOTION.

The refund will be made by IN&MOTION within fourteen (14) days from the receipt by IN&MOTION of the Products returned by the Client under the conditions provided above.

### **8.3. Return of Products**

In case the right of withdrawal is exercised, the Products must be returned by registered mail with acknowledgement of receipt within fourteen (14) days following the date of notification by the Client to IN&MOTION of the decision to withdraw, in their original packaging and, if applicable, accompanied by all their initial accessories (excluding advertising objects such as stickers and necklaces) to the following address:

**IN&MOTION - 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - France**

If the right of withdrawal is applied, the price and delivery costs are refunded to the Client, excluding additional costs related to a delivery method expressly chosen by the Client if it is more expensive than the standard delivery method proposed by IN&MOTION.

Subject to the provisions of the Article "Incidents of delivery - damaged package", the damaged, soiled or incomplete Products can not be taken back and give rise to a refund.

### **8.4. Limitations on Options**

The purchase of Option(s) constitutes a contract for digital services that requires payment. This contract does not involve providing any tangible materials, and its execution commences immediately upon validation of the order.

Under these circumstances, the Client is not permitted to exercise the right of withdrawal for the Option(s) once the order has been validated. The Client is explicitly requested to consent to the commencement of the service execution before the expiration of the withdrawal period and to acknowledge the forfeiture of the right of withdrawal in such a case.

## **Article 9. Guarantees and Warranties**

### **9.1. Legal guarantee of conformity and hidden defects**

The Client has two (2) years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in case of a conformity defect. During this period, the Client is only required to establish the existence of the lack of conformity and not the date of its appearance.

When the contract of sale of the good provides for the supply of digital content or a digital service continuously for more than two years, the legal guarantee applies to this digital content or digital service throughout the period of supply provided. During this period, the Client is only required to establish the existence of the lack of conformity affecting the digital content or service and not the date of its appearance.

The legal guarantee of conformity implies an obligation for IN&MOTION, if necessary, to provide all the updates required to maintain the conformity of the good.

The legal guarantee of conformity gives the Client the right to have the good repaired or replaced within thirty (30) days following their request, at no cost and without major inconvenience to them.

If the good is repaired within the framework of the legal guarantee of conformity, the Client benefits from a six (6) month extension of the initial guarantee.

If the Client requests the repair of the equipment, but IN&MOTION requires its replacement, the legal warranty of conformity is renewed for two years from the date the equipment is replaced.

The Client may obtain a reduction in the purchase price by retaining the goods or terminate the contract by obtaining a full refund in exchange for the return of the goods if:

1° IN&MOTION refuses to repair or replace the good;

2° The repair or replacement of the good takes place after a period of thirty (30) days;

3° The repair or replacement of the equipment causes a major inconvenience to the Client, in particular when the Client definitively bears the return or pick-up costs for the non-conforming equipment or if they bear the costs of installing the repaired or replaced good;

4° The non-conformity of the equipment persists despite IN&MOTION's unsuccessful attempt to make it conform.

The Client shall also be entitled to a price reduction for the Product or termination of the contract if the lack of conformity is so severe as to justify an immediate reduction in price or termination of the contract. The Client is not required to request the repair or replacement of the Product in advance.

The Client shall not be entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilisation of the good for its repair or replacement suspends the guarantee, which remains to run until the delivery of the good is restored.

The above-mentioned rights result from applying articles L.-25-1 to L. 25-32 of the Consumer Code.

IN&MOTION obstructs the implementation of the legal guarantee of conformity in bad faith and is liable to a civil fine of up to three hundred thousand (300,000) euros, which may be increased to ten per cent (10%) of the average annual turnover (Article L. 241-5 of the Consumer Code).

The Client also benefits from the legal guarantee of hidden defects in the application of articles 1641 to 1649 of the civil code for two years from discovering the defect. This guarantee entitles the Client to a price reduction if the good is retained or to a full refund in exchange for returning the good.

## **9.2. Warranty exclusions**

The legal guarantees mentioned above do not apply in case of improper use or maintenance of the IN&BOX.

In the event of an anomaly or malfunction resulting from improper use of the Product, the necessary analysis, repair and/or replacement operations may be carried out under the conditions outlined in the Article "After-Sales Services" at the Client's request.

## **9.3. Implementation of the guarantees and warranties**

The Client shall address any request to implement the guarantees and warranties to IN&MOTION at the contact details mentioned in the Article "Contact, assistance and claims". Only the Customer can benefit from the guarantees and warranties described in the GRTC.



The Client shall be required to return the Product(s) that do not conform or are affected by a hidden defect under the conditions outlined in the Article "Return of Products" within fourteen (14) days following the date of shipment of new Product(s), if applicable.

#### **Article 10. After-sales services**

IN&MOTION offers analysis, repair or replacement services for their Products.

These services are subject to a fee when the legal guarantees and commercial warranties mentioned above are not applicable.

These services are subject to an estimate submitted for prior acceptance by the Client.

The request for an estimate must be addressed to IN&MOTION at the coordinates mentioned in the Article "Contact, assistance and complaints".

The conditions of execution of these services are sent by email to the Client and are subject to their acceptance.

#### **Article 11. Contact, assistance and claims**

For any question relating to the Website, Application, Products, content, and follow-up of an order or for any claim, the Client is invited to contact IN&MOTION at the following address:

- Online: contact form available on the Website or the Application
- By phone: +33 (0)4.57.41.14.30

To optimise the processing of their request, the Client is asked to indicate in all its correspondence:

- The Client's first and last name,
- The order number to which the complaint relates,
- References to identify the Product in question.

#### **Article 12. Force majeure**

Any circumstances beyond the control of the Parties which prevent the performance of their obligations under the GSTC shall be considered grounds for exemption from the Parties' obligations and shall lead to their suspension. The Party invoking the above-mentioned circumstances shall immediately notify the other party of their occurrence and disappearance.

Will be considered as cases of force majeure: all irresistible facts or circumstances external to the Parties, unforeseeable, unavoidable, independent of the will of the parties and which cannot be prevented by the latter, despite reasonable efforts. The following are expressly considered to be cases of force majeure: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the stoppage of telecommunication networks or difficulties specific to external telecommunication networks.

The Parties will come together to examine the event's impact and agree on the conditions under which the performance of the contract will be continued. If the force majeure lasts more than three (3) months, the injured Party may terminate the contract.

#### **Article 13. Intellectual Property**

No right or license is explicitly or implicitly granted to the Client on any of IN&MOTION's intellectual property rights, except for a right of use strictly limited to the needs of the proper use of IN&MOTION's Products.

The Client undertakes not to infringe the intellectual property rights of IN&MOTION and, in particular, to refrain from any total or partial reproduction of its contents, Products or services or any other act likely to constitute an infringement of copyright.

#### **Article 14. Personal Data Protection**

The processing of personal data for which IN&MOTION is responsible within the framework of its activity is carried out under the conditions detailed in IN&MOTION's Privacy Policy accessible on the Website and in accordance with the regulations relating to the protection of personal data in force, in particular the French Data Protection Act of January 6, 1978, in its latest version, and Regulation (EU) 2016/679 of April 27, 2016, known as the "GDPR."

#### **Article 15. Safeguard clause**

If one or more stipulations of these GSTC are held to be invalid or declared as such in the application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.



If a condition is missing, it shall be governed by the current legal measures and practices applicable to distance selling for companies registered in France.

**Article 16. Titles of articles**

In case of difficulty of interpretation between any of the Article titles at the beginning of the Articles, the titles will be declared non-existent.

**Article 17. Non-waiver**

The non-exercise by one of the Parties of its rights in the event of a breach by the other Party of any obligations outlined in these GSTC shall not be construed as a waiver of that obligation in the future.

**Article 18. Mediation**

The Client may have recourse to conventional mediation, particularly with the Consumer Mediation Commission or the existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g. conciliation) in the event of a dispute.

In accordance with the provisions of Articles L. 611-1 and R. 612-1 et seq. of the French Consumer Code concerning the amicable settlement of disputes: when the Client has sent a written complaint to IN&MOTION and has not obtained satisfaction or response within two (2) months, they may submit their complaint free of charge to the consumer ombudsman. The matter must be referred to the mediator within one (1) year from the initial complaint.

The MCP MEDIATION mediator can be contacted directly online at the following address: [www.mcpmediation.org](http://www.mcpmediation.org) or by mail MÉDIATION DE LA CONSOMMATION & PATRIMOINE - 12 Square Desnouettes - 75015 PARIS

**Article 19. Applicable Law**

The GSTC are subjected to French law, except for any more advantageous legal provisions that apply to the Client and cannot be overridden by an agreement under the laws of the country where the Client has established its habitual residence, in which case such provisions shall be applied directly.

**APPENDIX 1- Withdrawal form**

To the attention of the Company IN&MOTION, whose head office is located at 10 rue de la Lyre, CRAN GEVRIER, 74960 ANNECY, a company registered in the Annecy Trade and Companies Register under the number 805 388 329, whose SIRET number is 80538832900015 and whose intracommunity VAT number is FR50805388329 and whose telephone number is: +33 (0)4.57.41.14.30

*Please complete this form only if you wish to withdraw from the contract and return it to the e-mail [customer@inemotion.com](mailto:customer@inemotion.com) or by mail at the address:*

**IN&MOTION - 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - France**

I hereby notify you of my decision to exercise my right to withdraw from the contract concerning:

<b>Product name/membership</b>	<b>Reference</b>	<b>Quantity</b>

Client's e-mail address: \_\_\_\_\_

Client's first and last name: \_\_\_\_\_

Client's e-mail address: \_\_\_\_\_

Client's mailing address: \_\_\_\_\_

*If you wish, and to continuously improve our services, you can indicate the reason for withdrawal:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Once you have notified your withdrawal, please return your Product in its original packaging to the following address:*

**IN&MOTION - 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - France**

*Your withdrawal request will be considered upon receipt of your Product and once the check for damage has been carried out.*

Date: \_\_\_\_\_

Client's signature: