

IN&MOTION General terms and conditions of sale
Version as of December 23, 2020

CHAPTER I: PREAMBLE

Article 1 Entirety

The present general conditions express all of the obligations of the parties within the framework of the activity of the online sale of products and devices marketed by IN&MOTION via the website <https://www.inemotion.com/en/>

In this sense, the buyer is deemed to accept them without reservation.

Before any development, it is specified that the expression “**The Seller**” refers to 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 FR 50805388329.

The expression “**the buyer**” refers to any natural person of full age and capacity, placing an order via the website <https://www.inemotion.com/en/> and acting outside of any professional activity, whether this activity is commercial, industrial, craft or liberal.

The term “**the parties**” refers to both the Seller and the Buyer.

The term “**website**” refers to the website operated by IN&MOTION and accessible at the following address <https://www.inemotion.com/en/>

The expression “**product(s)**” refers to all goods and services offered for sale on the seller’s website.

The term “**In&box**” means the detection device which is integrated into the airbag system and contains all the sensors for detecting a fall and controlling the inflation of the airbag.

The expression “**In&box activation by acquisition**” refers to the operation by which the Client acquires ownership of the In&box that it received when purchasing a compatible airbag product integrating the IN&MOTION airbag system.

The expression “**direct In&box acquisition**” refers to the operation by which the Client acquires ownership of the In&box directly ordered from the seller via the seller’s website (in the event that the Client has purchased a second-hand airbag product without an integrated In&box).

The expression “**In&motion My In&box Application**” refers to the mobile application made available to the buyer and downloadable via mobile phone and downloadable via App Store or Google Play on their mobile phone. This application allows the buyer to activate the In&box and pair it to their user account.

These general terms and conditions of sale apply to the exclusion of all other conditions and in particular those applicable for sales in shops or through other distribution and marketing channels.

They are accessible on the website <https://www.inemotion.com/en/> and will prevail, if necessary, over any other version or any other contradictory document.

Seller and Buyer agree that these terms and conditions shall exclusively govern their relationship. The seller reserves the right to modify its general terms and conditions from time to time. They will be applicable as soon as they are put online.

If a condition of sale were to be lacking, it would be considered to be governed by the practices in force in the distance selling sector whose companies are based in France.

The present general terms and conditions of sale are valid for an unlimited period of time

Article 2 - Content

The purpose of these general conditions is to define the rights and obligations of the parties in the context of online product sales offered by the seller to the buyer, from the website <https://www.inemotion.com/en/>

The present conditions only concern purchases made by buyers located in France and Europe (excluding the United Kingdom) and delivered exclusively on this territory

The buyer declares to have read and accepted these general terms and conditions of sale before placing their order. In this respect, they are enforceable against the Client in accordance with the terms of Article 1119 of the French Civil Code.

It is specified that these general conditions of sale are adapted to the different types of products marketed by the seller.

Thus certain articles of the present general conditions of sale concern in a general way all the products offered for marketing by the Seller whereas certain provisions concern only one product in particular.

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CHAPTER II: CONDITIONS FOR DIRECT IN&BOX ACQUISITION AND IN&BOX ACTIVATION BY ACQUISITION SERVICE

Article 3 - Introduction

In&motion develops and markets the In&box, which is integrated into compatible airbag products.

This device can be purchased directly from IN&MOTION (an operation known as “direct In&box acquisition” when purchasing a used airbag product) or obtained when purchasing a compatible product incorporating the airbag system developed by IN&MOTION.

It is expressly stated that once it has been obtained when purchasing a compatible product from a company other than IN&MOTION, the In&box remains the property of the seller until the so-called “activation by acquisition” operation.

It is also specified that in order to function in accordance with its use, the Buyer must have previously acquired the In&box or activated the In&box by acquisition.

Indeed, the In&box, when obtained with the purchase of a compatible airbag product integrating the IN&MOTION airbag system, is active 48 hours from its first use (In&box switched on and connected to the system in real use), but after these 48 hours, the In&box will be deactivated and will no longer be functional before its activation by acquisition).

The In&box is only valid with the purchase of an airbag product compatible with the In&motion airbag system.

For the technical aspects of the In&box, the Buyer must refer to the user manual provided when purchasing the In&box or a compatible product incorporating the airbag system developed by IN&MOTION.

It is stipulated that this manual is available on the Company's Website and contains all the technical and practical features of the In&box.

Article 4 - Provisions common to “direct In&box acquisition” and “In&box activation by acquisition” operations

a. Creation of a user account prior to the order

In order to carry out one of the two operations mentioned in the title, the Customer must access the Seller's website and accept the data privacy policy available on the site.

They must then create a User Account, and to do this they must:

- Select the “Register” tab on the In&motion website and go to the “Membership” page,
- Select either “direct In&box acquisition” or “In&box activation by acquisition”.
- Provide:
 - o their full name,
 - o e-mail address,
 - o password,
 - o phone number,
 - o principal mailing address,
 - o country,

Once the User Account has been created, the client will be able to proceed with the Sales Order process as described in article 24 of the present Terms.

It is specified that this user account will allow them to retrieve the information necessary for the management of their user account (billing, personal information, password modification...) as well as to add new options.

b. Price

The cost of the direct acquisition and activation by acquisition operations are available on the Seller's website.

The prices are indicated in euros and appear on the description sheet associated with each operation.

They take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will automatically be passed on to the price of the options offered on the Seller's website.

If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, the price change shall be passed on without delay in the selling price of the products.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be at the expense and are the sole responsibility of the Client.

The Seller reserves the right to modify its prices at any time but undertakes to apply the current rates indicated at the time of the order, subject to availability at that date.

It is specified that the In&box remains the property of the seller until the Client pays the price corresponding to its direct acquisition or its activation by acquisition in full.

Article 5 - In&box activation by acquisition

The Client has the possibility of activating by acquisition an In&box obtained at the time of purchase of a compatible airbag product integrating the IN&MOTION airbag system.

This activation is done by placing an order via the Seller's website according to the procedure described in article 24 of these conditions.

As soon as their order is validated, the Client must:

- Download the IN&MOTION "My In&box" mobile application following the instructions in the user manual
- Log in to the mobile application using the login details of the user account created prior to the order
- Pair the In&box to the user account by following the detailed instructions in the IN&MOTION "My In&box" mobile application and user manual.

The Client activating an In&box by acquisition benefits from the right of withdrawal provided for in Article L 221-18 of the Consumer Code and described in Article 30 of these terms and conditions.

In accordance with Article L221-19 of the French Consumer Code concerning service provision activities, the starting point of this period will start on the day the contract is concluded.

It is expressly stipulated that the Seller reserves the right to refuse to proceed with the In&box activation by acquisition as soon as it appears that the latter has been declared as stolen by another user.

In this case, the Buyer will receive an e-mail from the Seller indicating the refusal to activate the In&box by acquisition and the information that the In&box they have purchased has been the subject of a criminal complaint for theft or loss.

Article 6 - Direct In&box acquisition directly from IN&MOTION

The Client has the possibility of direct In&box acquisition from IN&MOTION by placing an order via the Seller's website according to the procedure described in article 24 of these terms and conditions.

The delivery of the In&box meets the requirements of articles 20, 21 and 22 of these conditions.

As soon as the In&box is received, the Client must:

- Download the IN&MOTION "My In&box" mobile application following the instructions in the user manual
- Log in to the mobile application using the login details of the user account created prior to the order
- Pair the In&box to the user account by following the detailed instructions in the IN&MOTION "My In&box" mobile application and user manual.

The Client having acquired an In&box directly benefits from the right of withdrawal provided for in Article L 221-18 of the French Consumer Code and described in Article 30 of these terms and conditions.

In accordance with Article L221-19 of the French Consumer Code concerning service provision activities, the starting point of this period will start on the day the In&box is received by the Client.

Article 7 – Conditions of use for the In&box

The Buyer undertakes to provide In&motion with accurate and complete information (personal information, user information, bank details) and to inform In&motion as soon as possible of any changes to this information.

The Buyer is invited to regularly consult their User Account or e-mails in order to be aware of any new message concerning their User Account.

The Buyer undertakes to comply with all instructions relating to the use of the In&box and to refer to its necessary documentation. The user manual is supplied with the In&box. For any other information, the Buyer may visit the Website or contact the client service department whose contact details are given in Article 39 of these conditions.

The Buyer is solely responsible for downloading the updates carried out by In&motion to improve the technology and the detection system, of which it will be informed by e-mail, by message in its userspace or by message on the In&motion Application.

In&motion can in no way be held liable for a decrease in the performance of the In&box if the Buyer has not downloaded the latest update beforehand.

The Buyer undertakes to connect their In&box at least once a year, using the connection method indicated in the In&box user manual provided. If a connection to In&motion servers is not performed once a year, the In&box will be automatically blocked and will not be functional until the next connection.

Article 8 – Commitments by the Seller

The Company undertakes to ensure the proper operation of the In&box and service supplied and to take the necessary measures to maintain the continuity and quality of this service. For more information, refer to the In&motion user manual supplied with the In&box.

In particular, the Company undertakes, through its Client Service Department, to respond to all of its Clients' requests as quickly as possible.

Article 9 - Failure to activate the In&box within six months of the acquisition of an airbag product

It is reminded that the In&box remains the property of IN&MOTION until the In&box is activated by acquisition by the Client.

In the event that the Client does not carry out the activation by acquisition operation with IN&MOTION within six months from the purchase of the compatible airbag product integrating the IN&MOTION system, the latter shall be entitled to request the return of the In&box.

CHAPTER III: TERMS AND CONDITIONS OF SALE RELATING TO OPTIONS

Article 10 – Description of the options

Additional options can be taken out by the Client at the time of direct In&box acquisition or subsequently via the Seller's website.

In the absence of subscription to these options by the Client, the In&box can only be used in street mode, which is designed to be used exclusively on roads open to traffic, off-circuit or lanes on which the highway code does not apply.

Options consist of additional functionalities to adapt the product to how the Buyer wishes to use it.

Article 11 – Subscription to options

The Client alone decides whether or not to subscribe to additional options.

Subscription to the options is carried out under the standard conditions provided for placing orders on the Seller's website and described in Article 24 of these terms and conditions.

It is however specified that before any subscription to an option, the Buyer will have to create a User Account, and for that, they must:

- Select the "Register" tab on the In&motion website and go to the "Membership" page,
- Select the tab "direct In&box acquisition" or "In&box activation by acquisition".
- Provide:
 - o their full name,
 - o e-mail address,
 - o password,
 - o phone number,
 - o principal mailing address,
 - o country,

Once the User Account has been created, the client will be able to proceed with the Sales Order process as described in article 24 of the present Terms.

It is specified that this user account will allow them to retrieve the information necessary for the management of their user account (billing, personal information, password modification...) as well as to add new options.

The Client will then be led to choose the duration of the membership to the option selected among the existing offers on the site.

The option must be activated as described in the user manual supplied with the In&box.

The Client undertakes to connect their In&box at least once a year for annual subscriptions and at least once a month for monthly subscriptions, using the connection method indicated in the In&box user manual provided. If you do not connect to the In&motion servers once a year or once a month, the option you have subscribed to will no longer be available.

Article 12 – Cost of the options

Cost of options is available on the Seller's website.

The prices are indicated in euros and appear on the description sheet associated with each option.

They take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will automatically be passed on to the price of the options offered on the Seller's website.

If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, the price change shall be passed on without delay in the selling price of the products.

The Seller reserves the right to modify its prices at any time but undertakes to apply the current rates indicated at the time of the order, subject to availability at that date.

Article 13 – Payment and invoicing of options

The Client shall pay the cost of the additional options to which they wish to subscribe by credit card after validation of their order.

This payment will correspond to the total cost for the subscription of the option for the entire duration chosen at the time of the validation of the order by the Client.

This payment will give rise to the sending of an invoice available on the Buyer's user account.

The Buyer shall remain responsible for downloading the invoices corresponding to their orders and keeping them by printing them if necessary.

Article 14 – Right of withdrawal

The Client having subscribed to an option benefits from the right of withdrawal provided for in Article L 221-18 of the French Consumer Code and described in Article 30 of these terms and conditions.

In accordance with Article L221-19 of the French Consumer Code concerning service provision activities, the starting point of this period will start on the day the contract is concluded.

Article 15 – Renewal of selected options

The subscription to an option is provided for a fixed period chosen by the Buyer at the time the order is placed.

Tacit renewal of the subscription to this option is carried out automatically at the end of each option subscription period for the same duration as that initially selected by the Buyer.

A direct debit will be made on the anniversary date of the Option subscribed according to the commitment period chosen by the Client from the Client's bank details recorded at the time of the first purchase.

The Client undertakes to update their credit card number before the anniversary date of their membership via their User Account.

Any delay or non-payment will result in the application of a late payment indemnity equal to a maximum of 10% of the total sums due including tax from the 1st day of the delay following the deadline for payment.

The Seller reserves the right to modify the price of Options for any new contractual period.

It will then inform the Client of the rate increase at least two months before the end of the current contractual period.

The Client will have the option to accept or refuse the new rate one month before the anniversary date of the subscription of the option.

If the Client accepts it, the new rate will be applicable over the new contractual period.

If the Client refuses the rate change, they undertake to terminate the subscription of the option in the manner provided for in Article 16 within one month following receipt of the information on the new rate.

Failing this, they will be considered to have accepted the modified rate which will be fully applicable when the subscription to the chosen option is tacitly renewed.

Article 16 – Cancellation of options

Termination at the initiative of the Client

The Client may terminate the subscription to the chosen option at any time after notifying the Seller of their decision under the following conditions:

- by email at customer@inemotion.com by specifying their first and last name, e-mail address, and In&box number

It is specified that any period started is due. Termination will occur on the anniversary date of the initial subscription of the option.

Termination at the initiative of the Seller

The Seller reserves the right to terminate the Membership Option in the event of non-payment or failure by the Client to meet its obligations under these terms and conditions.

Cancellation will be preceded by a notice to the Client sent by e-mail and by registered letter to the address that the Client will have provided to the Seller and that they undertake to update regularly on their user account.

This formal notice will specify in a visible box the date on which the termination will be effective and the option definitively deactivated and, where applicable, the prior period during which the Client may regularize their situation to avoid termination.

It is also specified that the Seller reserves the right to cancel the subscription to the option at any time in compliance with the provisions of Article L215-1 of the French Consumer Code.

In this case, the Seller shall inform the Client in writing, by registered letter or dedicated e-mail, no earlier than three months and no later than one month before the end of the period allowing for the rejection of the renewal, of the possibility of not renewing the contract.

This information, given in clear and comprehensible terms, will mention, in a visible box, the deadline for non-renewal.

It is also specified that the Seller may also cancel the membership to an option, in particular in the event of force majeure, or an administrative or judicial decision ordering him to stop marketing this option.

CHAPTER IV: CONDITIONS OF SALE RELATED TO OTHER PRODUCTS MARKETED BY THE SELLER

Article 17 - Description

This Chapter is intended to govern the sale of products not covered by Chapters II and III.

The products governed by this chapter are those listed on the Seller's website and indicated as **sold and shipped** by the Seller. Their sale is limited to available stock.

The products are described and presented as accurately as possible. However, as errors or omissions may have occurred concerning this presentation, the seller's liability may not be engaged.

The photographs of the products are not contractual.

Article 18 - Price

The Seller reserves the right to modify its prices at any time but undertakes to apply the current rates indicated at the time of the order, subject to availability at that date.

The prices are indicated in euros. They do not take into account delivery costs, which are invoiced in addition and indicated before the order is validated. The price takes into account the VAT applicable on the day of the order and any change in the applicable VAT rate will automatically be passed on to the price of the products offered on the online shop.

The price must be paid in full at the time of the order. The products marketed by IN&MOTION remain the property of the seller until full payment of the price by the Client.

At no time can the sums paid be considered as deposits or advance payments.

If one or more taxes or contributions, in particular environmental taxes, were to be created or modified, whether they increase or decrease the price, the price change shall be passed on in the selling price of the products.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be at the expense and are the sole responsibility of the Client.

Article 19 - Product Availability - Reimbursement- Termination

Except in cases of force majeure or when the online shop is closed—clearly announced on the home page of the site—orders placed on the site will be processed and dispatched within the time limits indicated to the Buyer at the time of validation of their order subject to validation of payment and eventual controls performed to prevent payment fraud as described below.

The delivery times run from the date of registration of the order indicated on the order confirmation email.

In the absence of any indication, the Seller shall deliver the goods without undue delay and no later than 30 days after the conclusion of the contract.

If the agreed delivery date or deadline is not met, the Buyer shall, before terminating the contract, instruct the Seller to perform the contract within a reasonable additional period of time.

In the event of failure to perform at the end of this new period, the Buyer may freely terminate the contract.

The Buyer must complete these successive formalities by registered letter with acknowledgement of receipt or by writing on another durable medium.

The contract shall be deemed to have been terminated on receipt by the Seller of the letter or writing informing him of such termination unless the Seller has performed in the meantime.

However, the Buyer may terminate the contract immediately, if the dates or deadlines seen above constitute an essential condition of the contract.

When the contract is terminated, the Seller is obliged to reimburse the Buyer for the totality of the sums paid, at the latest within 14 days following the date on which the contract was terminated.

In accordance with Article L. 242-4 of the French Consumer Code, when the Buyer has not reimbursed the sums paid by the consumer, the sums due are automatically increased:

- of the legal interest rate if reimbursement is made no later than 10 days after the expiry of the 14-day period set out above,
- by 5% if the delay is between 10 and 20 days,
- by 10 % if the delay is between 20 and 30 days,
- by 20 % if the delay is between 30 and 60 days,
- by 50% between 60 and 90 days,
- and an additional five points for each further month of delay up to the price of the product and then the legal interest rate.

It is clarified that, unless the Buyer offers to collect the goods themselves, they may postpone the reimbursement until the goods have been collected or the consumer has provided proof of the dispatch of the goods, whichever is the earlier.

Unavailability:

If the product ordered is unavailable, the Buyer will be informed as soon as possible by e-mail.

If the order includes several products and only part of the order is unavailable, the Seller will cancel the unavailable part of the order.

The payment of the order will then be debited from the Buyer's bank account and the sums paid by the Buyer and corresponding to the cancelled part of the order will then be returned to them within 14 days following the payment of the sums paid.

Article 20 - Terms of delivery

Delivery means the transfer of physical possession or control of the goods to the consumer. It shall be made only after confirmation of payment by the Seller's bank.

No deliveries are made to campsites, hotels, post office boxes, post offices.

It is also specified that the delivery is made exclusively in Europe excluding the United Kingdom.

They will be made by the method of delivery and at the rates indicated on the summary page before the validation of the order by the Client.

The products are delivered to the address indicated by the Buyer at the time of the order, the latter must ensure its accuracy.

Any package returned to the Seller because of an erroneous or incomplete delivery address will be reshipped at the Buyer's expense.

If the Buyer is absent on the day of delivery, the delivery person will leave a delivery notice in the letterbox, which will allow the package to be collected at the place and during the time indicated.

If at the time of delivery, the original packaging is damaged, torn, opened, the Buyer must then check the condition of the items. If they have been damaged, the Buyer must imperatively refuse the package and note a reservation on the delivery slip (package refused because open or damaged).

The Buyer 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 ...).

This verification shall be deemed to have been carried out once the Buyer, or a person authorised by them, has signed the delivery note.

The Buyer must then confirm these reservations to the carrier by registered mail within two working days of receipt of the item(s) and send a copy of this letter by fax or ordinary mail to the Seller at the address indicated in the legal notice on the site.

If the products need to be returned to the Seller, they must be the subject of a return request to the Seller within 7 days of delivery. Any claim 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, instructions ...).

Article 21 - Delivery errors

The Buyer must make any claim of delivery error and/or non-conformity of the products in kind or quality compared to the indications on the order form to the Seller on the same day of delivery or at the latest on the first working day following delivery. Any claim made after this period will be rejected.

The complaint can be made, at the choice of the Buyer:

phone number, +33 (0)4.57.41.14.30

- e-mail address: customer@inemotion.com.

Any complaint not made according to the procedures defined above and within the time limits shall not be taken into account and will release the Seller from any responsibility towards the Buyer.

Upon receipt of the complaint, the Seller will assign an exchange number for the product(s) concerned and will communicate it by e-mail to the Buyer. The exchange of a product can only take place after the allocation of the exchange number.

In case of error of delivery or exchange, any product to be exchanged or reimbursed must be returned to the Seller as a whole and in its original packaging, to the address mentioned in Article 42. In&motion, 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE

The costs of return are the responsibility of the Seller.

Article 22 - Transfer of risk

The risk of loss of or damage to the goods shall pass to the Buyer only when the Buyer or a third party designated by the Buyer takes physical possession of the goods.

Where the consumer entrusts the delivery of the goods to a carrier other than the Seller's carrier, the risk of loss or damage to the goods shall pass to the Buyer upon delivery of the goods to the carrier.

The seller is relieved of the delivery which is entrusted to an independent carrier, according to the buyer's choice.

The latter will then have to indicate the delivery address to this carrier.

Delivery shall be deemed to have been made as soon as the products ordered by the seller are handed over to the carrier.

Under these conditions, the buyer, therefore, has no warranty claim against the seller in the event of non-delivery of the goods transported.

CHAPTER V: PROVISIONS COMMON TO ALL PRODUCTS SOLD ON THE SELLER'S WEBSITE

Article 23 - Pre-contractual information

3.1 The Buyer acknowledges having been informed, prior to placing their order and concluding the contract, in a legible and comprehensible manner, of these general terms and conditions of sale and all the information listed in Article L. 221-5 of the French Consumer Code.

3.2 The following information shall be provided to the Buyer in a clear and comprehensible manner:

- the essential characteristics of the product;
- the price of the product;
- any additional transport, delivery or postage costs and any other costs.

3.3 The Seller communicates the following information to the Buyer:

- its name or corporate name, the geographical address of its offices and, if different, that of its registered office, its telephone number and its e-mail address;
- the arrangements for payment, delivery and performance of the contract, as well as the Seller's arrangements for dealing with complaints;
- the existence and the procedures for exercising the legal guarantee of conformity provided for in Articles L. 217-1 et seq. of the French Consumer Code, the guarantee for hidden defects provided for in Articles 1641 et seq. of the French Civil Code, and, where applicable, the commercial guarantee and client service provided for in Articles L. 217-15 and L. 217-17 of the French Consumer Code, respectively;
- the duration of the contract, where it is concluded for a fixed term, or the conditions for its termination in the case of a contract of indefinite duration.

3.4 The Seller shall indicate, concerning digital content:

- any relevant interoperability of this content with certain hardware or software of which the professional is or ought reasonably to be aware.

Article 24 - Order placement

The Seller is invited to place their order via the website, from the online catalogue and using the form contained therein, for any product, within the limits of available stock.

It is recalled that, as described in these general conditions of sale, certain operations require the opening of a User account before any order.

To validate their Order, the Client must click on a first button to validate the Order (first click).

The Client must then check the details of the Order, which are displayed on the summary page, the quantities, prices, any applicable charges and terms and conditions.

The Client must also choose the means of payment and enter their payment information in accordance with Article 28 of these conditions.

To confirm the Order, the Client must confirm it again by:

- Ticking a box certifying acceptance of these Terms and Conditions;
- Clicking again (double click) on an Order validation button

The sale will be considered final:

- after confirmation of acceptance of the order is sent to the Buyer by the Seller by e-mail;
- and after the Seller receives full payment.

In case a product ordered is unavailable, the Buyer will be informed by e-mail.

Any order implies acceptance of the prices and descriptions of the products available for sale.

Any dispute on this point will take place within the framework of a possible exchange and the guarantees mentioned below.

In certain cases, including non-payment, incorrect address or other problem on the Buyer's account, closure of the Seller's website, etc... the Seller reserves the right to block the Buyer's order until the problem is resolved.

The cancellation of this Product order and its eventual reimbursement will then be made, the rest of the order remaining firm and final.

For any question relating to the follow-up of an order, the Buyer must contact the Seller at the contact details appearing in article 39 of the present conditions.

Article 25 - Electronic signature

The online provision of the Buyer's credit card number and the final validation of the order will be proof of the Buyer's agreement:

- payability of the sums due under the purchase order,
- signature and express acceptance of all operations carried out.

In the event of fraudulent use of the bank card, the Buyer is invited, as soon as such use is observed, to contact the Seller at the contact details given in Article 39 of these terms and conditions.

Article 26 - Order confirmation

The seller shall provide the buyer, by email to the email address indicated at the time of the order, an order confirmation confirming the express commitment of the parties.

Article 27 - Proof of transaction

The computerized registers, kept in the Seller's computer systems under reasonable conditions of security, shall be considered as proof of communications, orders and payments between the parties. The archiving of purchase orders and invoices is carried out on a reliable and durable support that can be produced as proof.

Article 28 - Method of payment

This is an order with an obligation to pay, which means that the placing of the order implies payment by the Buyer.

To pay for their order, the Buyer has, at their discretion, all the payment methods made available by the Seller and listed on the Seller's website.

This list is included in these general conditions of sale:

- Bank cards, Visa, Mastercard.

It is specified that bank cards issued by banks domiciled outside France must be international bank cards.

The Buyer provides the Seller with a guarantee that they have the authorizations possibly required to use the method of payment of their choosing, during the validation of the purchase order.

The Seller reserves the right to suspend any order management and any delivery in case of refusal of authorization of payment by credit card from the officially accredited bodies or in case of non-payment.

In particular, the Seller reserves the right to refuse to make a delivery or to honour an order from a Buyer who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

The payment of the price is made in full with the order, after validation of the order by the Seller.

The amount due by the Buyer is debited only at the time of validation of the order by the Seller.

A payment confirmation email will be sent to the Buyer at the email address provided when creating their Client account.

The payments made by the Buyer will be considered final only after effective collection of the sums due, by the seller.

To fight against credit card fraud, the Seller has set up a secure remote payment system.

When paying online, the Buyer may be asked to confirm the purchase by means of a text message that will be communicated to them by their bank.

Article 29 - Product warranty

a. Legal guarantee of conformity and legal guarantee of hidden defects

The Seller (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 in the Annecy Trade and Companies Register under number 805 388 329, whose SIRET number is 80538832900015 and whose intra-community VAT number is FR 50805388329 guarantees the conformity of the goods to the contract, enabling the Buyer to request the legal guarantee of conformity provided for in Articles L. 217-4 et seq. of the French Consumer Code or the guarantee of the defects of the goods sold within the meaning of articles 1641 et seq. of the French Civil Code.

In case of implementation of the legal guarantee of conformity, it is reminded that:

- the Buyer has a period of 2 years from the delivery of the good to act;
- the Buyer may choose between repairing or replacing the goods, subject to the cost conditions provided for in Article L. 217-17 of the French Consumer Code;
- the Buyer is exempted from furnishing proof of the existence of the lack of conformity of the goods during the 24 months following the delivery of the goods.

In addition, it is recalled that:

- the legal guarantee of conformity applies independently of the commercial warranty indicated below;
- the Buyer may decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, they can choose between the resolution of the sale or a reduction of the price in accordance with Article 1644 of the Civil Code.

b. Implementation of a warranty

In order to benefit from a warranty for a product purchased from the Company, the Client must contact the Company at the electronic contact details given in article 39 of these terms and conditions.

In order to optimize the processing of their requests, the Client is asked to indicate in all its correspondence:

- Their full name
- The order number to which the complaint relates
- References to identify the product in question

The legal guarantee cannot be invoked in the event of shock, fall, damage or modification or repair not carried out by the product Seller as well as in the event of a non-compliant use of the latter

It is specified that only the Buyer may invoke the guarantees described in these general conditions of sale.

Article 30 – Right of withdrawal

In accordance with the provisions of the French Consumer Code, the Buyer has a period of 14 working days from the date of delivery of their order for products delivered and from the date the contract is concluded for products consisting of services, to return any item that does not suit them and request an exchange or reimbursement without penalty, except for return costs which remain the responsibility of the Buyer.

However, the products must be returned in their original packaging and in perfect condition within 14 days at least following notification to the Seller of the Buyer's decision to withdraw.

Returns are to be made in their original condition and complete (packaging, accessories, instructions ...) allowing their remarketing in new condition, accompanied by the purchase invoice sent in digital version by email as well as in paper version with the order.

Damaged, soiled or incomplete products will not be taken back.

The right of withdrawal may be exercised:

- online, using the withdrawal form available on the website
- or by mail using the withdrawal form available on the website or in these Terms and Conditions.

In the event that the right of retraction is carried out by electronic means, an acknowledgement of receipt will immediately be sent to the Buyer at the e-mail address communicated by the latter.

Any other form of declaration of withdrawal is accepted. It must be unambiguous and express a willingness to withdraw.

In case of exercise of the right of withdrawal within the above-mentioned period, the price of the product(s) purchased and the delivery costs shall be reimbursed.

The Seller shall not be obliged to reimburse the additional costs if the consumer has expressly chosen a more expensive method of delivery than the standard method of delivery offered by the Buyer.

The exchange (subject to availability) or refund will be made within 14 days of receipt, by the Seller, of the products returned by the Buyer under the conditions provided above.

Article 31 – Force majeure and unforeseeability

In the event of a change in circumstances unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the French Civil Code, the Party who has not agreed to assume an excessively onerous risk of performance may request a renegotiation of the contract from its co-contractor.

Any circumstances beyond the control of the Parties which prevent the performance of their obligations under normal conditions shall be considered as grounds for exemption from the Parties' obligations and shall lead to their suspension.

The party invoking the circumstances referred to above shall immediately notify the other party of their occurrence, as well as of their 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 all reasonably possible efforts. The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the stoppage of telecommunication networks or difficulties specific to telecommunication networks external to clients.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the case of force majeure lasts more than three months, these general conditions may be terminated by the injured party.

Article 32 – Intellectual property

The content of the website (technical documents, drawings, photographs, etc.) remains the property of the Seller who alone holds the intellectual property rights to this content.

Buyers undertake not to make any use of this content; any total or partial reproduction of this content is strictly forbidden and is likely to constitute an offence of counterfeiting.

Article 33 - Data processing and Liberties

The nominative data provided by the Buyer are necessary for the processing of the order and the establishment of invoices.

They may be communicated to the Seller's partners responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the website is detailed in the "Privacy Policy" tab accessible from the Seller's website.

In accordance with the Data Protection Act of 6 January 1978, reinforced and supplemented by the GDPR (general data protection regulation) which came into force on 25 May 2018, the Client has, at any time, a right of access, rectification, opposition, deletion and portability of all their personal data by writing, by mail and by proving their identity, to: In&motion, 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE

Article 34 - Partial non-validation

If one or more stipulations of these general conditions are held to be invalid or declared as such in 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.

Article 35 - Non-waiver

The fact for one of the parties not to take advantage of a breach by the other party to any of the obligations referred to in these terms and conditions can not be interpreted for the future as a waiver of the obligation in question.

Article 36 - Title

In case of difficulty of interpretation between any of the headings at the beginning of the clauses and any of the clauses, the headings will be declared non-existent.

Article 37 - Contract language

The original version present general conditions of sale were drawn up in French and translated into English. In the event that they are translated into one or more foreign languages, only the French text shall be authentic in the event of a dispute.

Article 38 - Mediation

The Buyer may have recourse to conventional mediation, in particular with the Consumer Mediation Commission or with 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 consumer has sent a written complaint to the professional and has not obtained satisfaction or a response within two months, they may submit their complaint free of charge to the consumer ombudsman.

The matter must be referred to the mediator within a maximum period of one year from the initial complaint.

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

Article 39 – Assistance – Complaints – Contact details

For any question relating to the Site, to the products offered by the Seller, to the content and the follow-up of the order or for any complaint, the buyer is invited to contact the Seller by one of the following means:

- Electronically: customer@inemotion.com
- By phone: +33 (0)4.57.41.14.30

The Seller undertakes to reply to the Client within a reasonable time.

Article 40 - Applicable Law

The present general conditions are subject to the application of French law, to the exclusion of the provisions of the Vienna Convention. The same applies to the substantive rules as to the formal rules.

However, pursuant to EC Regulation 593/2008 of 17 June 2008, these general terms and conditions of sale do not prevent the application of a provision more favourable to the client, which cannot be derogated from by agreement, and this under the law of the country where the client has their habitual residence.

In the event of a dispute or claim, the Buyer will first contact the Seller to obtain an amicable solution.

APPENDIX 1 - Provisions relating to statutory guarantees

Article L217-4 of the Consumer Code

The Seller shall deliver goods in conformity with the contract and shall be liable for any lack of conformity existing at the time of delivery.

They shall also be liable for defects in conformity resulting from the packaging, assembly instructions or installation when this has been entrusted to them by the contract or has been carried out under their responsibility.

Article L217-5 of the Consumer Code

The property is compliant with the contract:

1° If it is fit for the use habitually expected of a similar good and, where appropriate:

- if it corresponds to the description given by the Seller and has the qualities that the Seller has presented to the Buyer in the form of a sample or model;

- if it has the qualities that a Buyer can legitimately expect in view of the public statements made by the Seller, by the producer or by his representative, in particular in advertising or labelling;

2° Or if it presents the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the Buyer, brought to the knowledge of the Seller and accepted by the latter.

Article L217-12 of the Consumer Code

The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods.

Article L217-16 of the Consumer Code

When the Buyer asks the Seller, during the commercial warranty granted to them when acquiring or repairing a movable asset, for a repair covered by the warranty, any period of immobilisation of at least seven days is added to the remaining period of the warranty. This period starts from the time the Buyer requests intervention or makes the goods in question available for repair if this availability is after the request for intervention.

Article 1641 of the French Civil Code

The Seller shall be liable for hidden defects in the goods sold which render them unfit for their intended use or which so diminish this use that the Buyer would not have acquired them, or would only have paid a lower price for them if they had known about them.

Article 1648 of the French Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect. In the case provided for by [article 1642-1](#) In the event of a claim, the action must be brought, under penalty of foreclosure, within one year from the date on which the Seller can be discharged from the apparent defects or lack of conformity.

APPENDIX 2 - Withdrawal form

For the attention of IN&MOTION, whose registered office is located at 10 Rue de la Lyre, CRAN GEVRIER, 74960 ANNECY - FRANCE

The company is registered with the Annecy Trade and Companies Register under number 805 388 329, its SIRET number is 80538832900015 and its intra-community VAT number is FR 50805388329

The company's phone 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 address 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 right to withdraw from the contract concerning:

Product name/membership	Reference	Quantity

Ordered on: _____

Name of consumer: _____

Consumer's e-mail address: _____

Consumer's mailing address: _____

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

Once you have notified your withdrawal, please return your In&box 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 taken into account upon receipt of your In&box and once the check for any damage has been carried out.

Consumer signature

Date: _____

(If sending by postal mail):