

General Terms and Conditions of Sale

Article 1 – Scope

These General Terms and Conditions of Sale shall apply without restriction or reservation to all sales concluded between RECOMMERCE SOLUTIONS (hereinafter the "Company") and persons acting as consumers in an individual capacity (hereinafter the "Customer") on the website www.recommerce.com as well as on any website (hereinafter the "Website") through which the Company directly sells its used mobile telephones, along with their original or compatible batteries and accessories (charger and other accessories if listed) (hereinafter the "Product(s)").

These General Terms and Conditions of Sale shall apply to the exclusion of any other terms and conditions and shall be available at any time on the Website as well as on the website <http://garantie.recommerce.com/>, and shall prevail, where applicable, over any other version or any other conflicting document.

Unless proven otherwise, the data saved by the Company shall constitute evidence of all transactions. The Company shall reserve the right, at its sole discretion, to modify the General Terms and Conditions of Sale at any time. If the General Terms and Conditions of Sale are modified, those applicable to the sale shall be the General Terms and Conditions of Sale in force at the time the Customer finalizes the purchase on the Website.

It shall be understood that all Product offerings are limited to available stocks. Indications of Product availability shall be provided at the time the order is placed. Any order placed with the Company on the Website shall imply unconditional acceptance of the provisions of these General Terms and Conditions of Sale, without reservation.

The General Terms and Conditions of Sale shall apply starting on September 1st 2020.

Article 2 – The Products

The Company shall sell the Products.

The Products sold by the Company necessarily undergo tests and processing that may vary by Product type.

The Company shall notify the Customer that the Products have undergone a "hard reset" to erase data before being made available for sale.

The list of said tests and processing carried out by Product type may be obtained, upon request, from the Company at the address listed in Article 13-2 of these General Terms and Conditions of Sale.

Article 3 – Orders

The Customer shall be responsible for selecting the Product he or she wishes to order and purchase on the Website according to the procedures on the Website.

The steps for placing an order shall be those indicated on the Website.

Use of the Website shall imply acceptance of all respective General Terms and Conditions of Use.

The sale shall only be considered final after the Company has sent the Customer an email confirmation that the order was accepted and after the Customer has paid the entire price.

By placing an order the Customer shall expressly and irrevocably accept the Product, its price, and the General Terms and Conditions of Sale. The Company shall inform the Customer that it reserves the right to refuse to execute any order from a Customer with whom it is in dispute, or with whom it has had a dispute. Such disputes shall constitute a legitimate reason for refusing to sell a Product to a consumer, in accordance with article L122-1 of the French Consumer Code.

However, in the event of an availability error for a Product ordered, the Company shall notify the Customer by email as soon as possible. The Customer shall then have the right to have the Product replaced with another of equivalent quality and price, subject to available stock, or to cancel the order and obtain reimbursement within fourteen (14) working days of the Company's notification to the Customer of the unavailability of the Product.

Article 4 – Price

The Products shall be provided at the current prices listed on the Website at the time the order is recorded by the Company.

The prices shall be expressed and payable in Euros (€), they shall be net, including all taxes and shipping fees, and they shall be fixed and not subject to revision.

At its sole discretion, the Company shall reserve the right to change prices at any time without warning, having however specified that the Customer shall be billed for the Products at the price in force at the time the Company confirms the Customer's order.

The Product(s) shall be shipped by a service independent of the Company; the Company declines all liability for delivery failures or any damage that may occur during transport, in accordance with Article 11 of these General Terms and Conditions of Sale.

Article 5 – Payment Terms

The payment methods accepted by the Company shall be those the Company lists on the Website. The price shall be payable in cash, in its entirety on the day the Customer places the order, in accordance with the procedures set out on the Website.

The Company shall not be bound to provide the Product if the Customer does not pay the entire price under the terms set out above.

Additionally, in the event of a failure to comply with the payment terms listed above as well as those on the Website, the Company shall reserve the right to suspend or cancel delivery of any orders in progress placed by the Customer.

Article 6 – Right of Cancellation

The Customer shall have a period of fourteen (14) clear days from the receipt of the Product he or she purchased to exercise a right of cancellation for reimbursement. In the event of multiple orders, otherwise known as an order for several Products, the cancellation period shall start upon receipt of the last Product.

To exercise the right of cancellation, it is recommended that the Customer make a request through the platform garantie.recommerce.com

Customer may also make a request by writing, on plain paper or using the form available for downloading on the platform garantie.recommerce.com

In such case Customer has to send its request to the e-mail address sav@recommerce.com, or by post mail to the address Recommerce Solutions, Service GRC, 54 Avenue Lénine - 94250 GENTILLY

- France

The Customer shall be solely responsible for any return costs, and it is specified that the Customer shall be liable for all transport risks for returning the Product.

It is specified that the Customer must return the Product in its original packaging and in perfect condition, along with its battery and accessories within fourteen (14) working days of delivery. If the Product is damaged and/or incomplete, the Customer may not validly exercise his or her right of cancellation.

Returned Products must be accompanied by a copy of the invoice.

Reimbursement will be made within fourteen (14) clear days of the date upon which the Customer exercised his or her right of cancellation. However, the Company shall have the right to delay reimbursement until receipt of the product.

The Customer must remove his or her SIM card from the Product before returning it. Otherwise, it will not be possible to recover the SIM card, which the Company or its subcontractors shall destroy for security reasons.

In the event the SIM card is used during transport, the Customer expressly acknowledges and accepts that the Company may not be held liable in any case.

Article 7 – Company's Liability

The Customer shall be solely liable for selecting, using, and storing the Products, such that the Company may not be held liable for any damage, lost files, etc. resulting from improper use of the Product by the Customer.

Additionally, the Company may not be held liable for damage caused to the Customer or to any third party by the Product. In the event of an inventory shortage of the Product the Customer ordered and paid for, the Company shall agree to reimburse the price paid by the Customer within three (3) working days of the Customer's payment.

Lastly, in accordance with Article 10 of these General Terms and Conditions of Sale, the Company may not be held liable for any damage, loss, or theft of the Product from the time of shipment and from the time the Product is made available to the Carrier.

Article 8 – Warranty

Independently of the contractual warranty granted, the Company shall remain liable for any redhibitory vices in accordance with the established terms and conditions and with the related regulations.

8-1: Legal Warranties

In accordance with the law, the Products provided by the Company shall benefit from:

- A legal warranty of conformity, which provide in particular that:
 - The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefore or had it carried out under his responsibility;
 - To conform to the contract, the product must:
 1. Be suitable for the purpose usually associated with such a product and, if applicable:
 - Correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model;
 - Have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling;
 2. Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.
 - In the absence of proof to the contrary, any lack of conformity appearing within six months of delivery of the product is presumed to have existed at the time of delivery. The seller may refute that presumption if it is incompatible with the nature of the product or the non-conformity invoked.
 - In the event of lack of conformity, the buyer shall choose between repair and replacement of the product. The seller may nevertheless elect not to proceed in accordance with the buyer's choice if that choice gives rise to a manifestly disproportionate cost compared with the other option given the value of the product or the seriousness of the defect. He is then required to proceed with the option not chosen by the buyer, unless this proves impossible.
- Those same provisions shall not impede the awarding of damages.
- Action resulting from lack of conformity lapses two years after delivery of the product.

- When the buyer asks the seller to carry out repairs covered by his contractual guarantee, the period of any resultant shutdown of seven days or longer shall be added to the unexpired term of the guarantee. The said period shall run from the time when the buyer requests assistance or the time when the product in question is taken out of service pending repair, should this be subsequent to the request for assistance.
- A legal warranty against latent defects, which provide in particular that:
 - A seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.
 - In the case of this latter clause, the buyer may choose to bring back the good and being reimbursed, or to keep the good and to get back a discount on the price.
 - The action resulting from redhibitory vices must be brought by the buyer "within a period of two years following the discovery of the vice".

The Customer is reminded that he or she shall be responsible for providing proof of the existence of the latent defect, and that the Company may not be held liable for patent defects and which the buyer could ascertain for himself.

It is reminded that within the framework of the legal warranty of conformity, the consumer:

- benefit of a period of two (2) years as from the delivery of the good to act towards the seller;
- may choose between the repair or the replacement of the good, subject to the conditions of;
- is exempted of relating the proof of the existence of the defect of conformity of the good during the first six (6) months following the delivery of the good.

The legal warranty of conformity shall apply independently of the possibly granted of any commercial warranty. The consumer may choose to claim according to the warranty of conformity or for any redhibitory vices.

The Customer must remove his or her SIM card from the Product before returning it. Otherwise, it will not be possible to recover the SIM card, which the Company or its subcontractors shall destroy for security reasons. In the event the SIM card is used during transport, the Customer expressly acknowledges and accepts that the Company may not be held liable in any case.

The previous legal warranties shall continue on the first warranty granted on the Product initially bought by the Customer. An extra period of time equal to the immobilization of the Product, corresponding to the period between the sending of the Product and the reception of the new Product.

8-2: Contractual Warranty

RECOMMERCE SOLUTIONS SA - Société anonyme à directoire et conseil de surveillance
With a share capital of 248.415,40 € - 513 969 402 R.C.S. CRETEIL - VAT: FR01-51-39-69-402
54 avenue Lénine, 94250 Gentilly, FRANCE

The Products provided by the Company shall have a commercial warranty for a period of twelve (12) months from the date the Customer receives the Product, covering Product non-conformity. This warranty shall be limited to replacement of the purchased Product with another used Product of an equivalent range.

This warranty shall be limited to two (2) exchanges, and replacement of the Product shall not extend the aforementioned warranty period.

The Company shall agree to exchange the warranted Product within seven (7) working days of receiving the Product upon presentation of the invoice.

To exercise his or her rights, upon penalty of voiding the warranty, the Customer must notify the Company through the platform garantie.recommerce.com or by email at the following address: sav@recommerce.com of the existence of any non-conformities observed within three months of the date listed on the invoice.

The Customer's right to exercise the aforementioned warranties shall be subject to the Customer returning the Product in the condition in which it was received, without the accessories received with the Product, where applicable, within a maximum of ten (10) working days after sending an email notifying the Company of his or her desire to invoke the contractual warranty.

This warranty is a free service if the defective Product is covered by the warranty and if the Customer complies with the aforementioned procedures and deadlines.

Upon penalty of voiding the warranty, the Customer must return the Product in the condition in which it was received. It is specified that the Products are used, and therefore the Customer may not invoke this warranty due to the used condition of the Product.

The previous contractual warranty shall continue on the first warranty granted on the Product initially bought by the Customer. An extra period of time equal to the immobilization of the Product, corresponding the period between the sending of the Product and the reception of the new Product.

Article 9 – Warranty exclusions

All warranties shall be void in the event of:

- Any non-conformity declared after the warranty period set out in Article 8 of these General Terms and Conditions of Sale;
- Damage due to accidents, use other than that described in the technical documentation available on the Product manufacturer's website, malfunctions subsequent to unlocking attempts, or poor upkeep of the Product by the Customer (for example, but not limited to: fouling, oxidation, corrosion, rust, etc.);
- Damage occurring while installing or opening the Product;
- Damage with a cause external to the Product: Poor installation by the Customer, Customer negligence, fire, water damage, etc. and more generally, damage of any kind originating after the sale, or any damage

caused to the external parts of the Product that does not affect its proper operation;

- Scratches, chips, or scuffs before and/or after the sale, as the Company sells used Products;
- Modification or repair of the Product by the Customer, and in the event the Product is repaired by an entity not authorised by the Product manufacturer;
- If the Product's operating system is replaced or locked;
- And in general, in the event of any modification not authorised by the Product manufacturer, carried out by the Customer (for example, but not limited to: jailbreaking, etc.).

Most of the Product sold by the Company can be locked by the Customer (e.g. through the functionalities: "Find my iPhone", "Activation lock", "Google activation lock", "Factory Reset Protection", etc.)

Shall any of these functionality be activated the Product will no be considered eligible to the warranty.

Product has to be fully unlocked to be considered eligible.

Please find below most common procedures to deactivate locking system

Android / Google Activation Lock

1. Log into your Google account
2. Go to Device activity & notifications (under Sign-in & security)
3. Click on Review devices (under recently used devices)
4. Select the device you wish to remove from your Google account and click the red "Remove" button
5. Select Remove on the confirmation window
6. A confirmation window will show that the access has been removed from your device
7. To confirm, you can check the list of recent phones. The selected phone will show Access removed

Please Note: After removing the Google account access online you will need to perform the reset from the settings of the phone. On some model phones, a hardware reset will request the Google account information during setup.

72 Hour Google Lock: If a Google password is changed and the device is immediately factory reset, a message will appear after a restart which says: "please sign in using one of the owners accounts for this device" This indicates the google account on the phone is now locked for 72 hours and you must wait for it to reset. This mostly commonly affects Samsung devices.

Samsung factory reset protection (please note that Samsung devices might require both de-activation locks (Activation Lock and Factory Reset Protection)

1. On the phone's home screen, tap Apps
2. Select Settings
3. Tap on Accounts
4. Tap on the account you wish to remove
5. Select More in the top right corner of the screen
6. Tap on Remove Account

Apple find my iPhone (FMiP)

1. In a web browser, visit <http://icloud.com/find> and log in with your Apple ID.
2. Click All Devices, then click the device you wish to disable Find My iPhone on.
3. Click Erase iPhone or Erase iPad.
4. When the device has been erased, click Remove from Account

You can also visit Apple's Find My iPhone: <https://support.apple.com/kb/PH19302>

Article 10 – Transfer of ownership and transfer of risks

Transfer of ownership of the Products as well as transfer of the risks of loss, theft, and damage to the Products shall occur at the time the Company makes the Products available to the Carrier. Therefore, the Products shall be transported at the Customer's risk and peril, and in the event of observed damage to the Products, the Customer must issue any reservations required with the Carrier in accordance with current laws and regulations.

Article 11- Delivery

The Products shall be delivered by the carrier designated by the Company (hereinafter, the "Carrier").

The Company's obligation to deliver the Products shall be complete as of the time the Products are made available to the Carrier.

The delivery lead times listed on the Product advertisements shall be those provided by the Carrier. Delivery lead times may vary, especially during busy periods. The Customer is reminded that these lead times are given for informational purposes, and the Company may not be held liable if they are not met, such that the Customer may not claim any damages from the Company in the event of delays or failures by the Carrier.

Unless otherwise indicated, the Company shall ship the Products within a maximum of 48 working hours following receipt of payment.

The Company may not be held liable for any potential damage occurring to the Products after they have been made available to the Carrier. The Customer must verify the condition of the Products upon delivery by the Carrier and declare any necessary reservations or claims to the Carrier in accordance with current laws and regulations. Therefore, it is agreed that in the event of the disappearance of (theft and/or loss) and/or damage to the Products, starting from the time the Company makes the Products purchased by the Customer available to the Carrier, the Company may not be held liable for any reason, such that the Customer may not claim any damages from the Company.

In the event of a problem with the delivery, the customer undertakes to provide Recommerce Solutions with all the necessary documents required by our logistics partners (filing a complaint, letter of denial, photos of the package, etc.) to allow for Recommerce to support in obtaining a compensation from the carrier.

If the Customer is unable to take delivery of the Product upon presentation by the Carrier, and if the Carrier returns the Product to the Company due to the Customer's failure to take delivery, the Product will be re-sent to the Customer at his or her own expense.

Article 12 – Personal Information

The Buyer's personal data is processed by Recommerce Solutions SA. The policy on personal data is described in the document "POLITIQUE D'UTILISATION DES DONNÉES PERSONNELLES" available on https://assets.recommerce.com/clc/commons/legals/fre/personal_data.pdf

Article 13 –Company Contact Information

13-1 : Company Name

RECOMMERCE and ALLOCCAZ are commercial brands belonging to RECOMMERCE SOLUTIONS, société anonyme (SA - French Public Limited Company) with share capital of 248.415,40 Euros, listed with the Corporate and Trade Register of Créteil under number 513 969 402. Its intercommunity VAT number is FR 01-51-39-69-402. The company's head office is located at 54 Avenue Lénine, 94250 Gentilly (France).

13-2: Company Contact Information

The Company may be reached by email at the following address: sav@recommerce.com

Article 14 – Applicable Law and Disputes

THESE GENERAL TERMS AND CONDITIONS OF SALE SHALL BE SUBJECT TO FRENCH LAW TO THE EXCLUSION OF ANY RULES GOVERNING CHOICE OF LAW.

FOR ALL DISPUTES RELATED TO THIS CONTRACTUAL RELATIONSHIP, THE Parties SHALL AGREE TO SEEK AN AMIABLE SOLUTION BEFORE TAKING ANY LEGAL ACTION.

IN THE EVENT THE Parties CANNOT REACH AN AMIABLE AGREEMENT WITHIN A REASONABLE PERIOD, ALL DISPUTES THAT MAY ARISE WITHIN THE CONTRACTUAL RELATIONSHIP BETWEEN THE Parties AND/OR DUE TO THESE GENERAL TERMS AND CONDITIONS OF SALE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, CONSEQUENCES, OR EFFECTS SHALL BE SUBMITTED TO THE COURTS COMPETENT TO HEAR SUCH MATTERS.

IF THE GENERAL TERMS AND CONDITIONS OF SALE ARE TRANSLATED INTO ONE OR MORE LANGUAGES, THE FRENCH TEXT SHALL PREVAIL IN THE EVENT OF DISPUTE.

Article 15 – Acceptance by the Customer

By placing and confirming an order on the Website, the Customer shall be considered to have fully and completely agreed and accepted these General Terms and Conditions of Sale, which the Customer expressly acknowledges and accepts, and waives any right to claim precedence of a contradicting document, which shall not be binding for the Company.

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