

## GENERAL TERMS AND CONDITIONS OF PURCHASE

The purpose of the present General Terms and Conditions of Purchase is to define the conditions under which Recommerce Solutions may take back a Product from a Customer, via the present website, which provides a buy-back platform accessible on the Site.

These conditions apply between the Customer wishing to resell one of its products via this platform, and Recommerce Solutions (hereinafter "the Company").

The terms and expressions, hereinafter defined, used in these terms and conditions of purchase with a capital letter have the meanings indicated below and said terms and expressions hereinafter defined in the singular may designate their plurals and vice versa:

"TERMS AND CONDITIONS or GTC": refers to these general terms and conditions of purchase.

"Customer": refers to natural persons of legal age, or the legal representatives of minors or incapacitated persons, who have Internet access and a valid e-mail address, and who wish to use the Service on the Site to resell their Product to the Company. Use of the Service is reserved for persons whose income from Trade-ins made via this Service since January 1st is less than EUR 2,000, and who have concluded fewer than 30 Trade-ins with this Service during the current calendar year.

"Request": means the moment when the Customer definitively confirms that he wishes to sell his Product to the Company on the Site under the conditions set by the Company on the Site and in the GTC.

"Appraisal": means the inspection carried out by the Company, or any third party appointed by the Company, on the Products received by the Company from Customers, as part of the Service, in order to check the accuracy of the declarations made by the Customer on the Site at the time of the Request and relating to the Product in order to determine the Final Value of the Product.

"Party" means the Company or the Customer.

"Parties": refers jointly to the Company and the Customer.

"Product": refers to the electronic device in its entirety as well as any accessories that may be attached, which the Customer wishes to transfer to the Company via the Service.

"Service": refers to the trade in service operated by the Company via the Site and enabling Customers to transfer ownership of their Products to the Company in return for the payment of the Final Value.

"Site": refers to the present Internet site enabling Customers to use the Service.

"Company": refers to RECOMMERCE SOLUTIONS, a public limited company with a Management Board and Supervisory Board and capital of €328,295.10, registered in the Créteil Trade and Companies Register under number 513 969 402 R.C.S. Créteil, with its registered office at 54, Avenue Lénine, 94250, GENTILLY. The company can be contacted by e-mail at the following address: support-tradein+uk@recommerce.com.

"Estimated Trade-In Value": means the value of a Product estimated by the Customer on the Site at the time of the Request.

"Final Value": refers to the value of the Product set by the Company after the Appraisal. Only the Final Value is binding on the Company.

"Validation of the Trade in": means the moment when the Product has been appraised and its Final Value definitively determined by the Company.

Validation of the Trade in is not subject to customer acceptance and is automatic when the Final Value corresponds to the Estimated Trade in Value. It is subject to acceptance by the Customer, under the conditions defined in the General Terms and Conditions, if the Final Value differs from the Estimated Trade-In Value.

"Payment": means the sum paid by the Company to the Customer in consideration for the transfer of ownership of the Product by the Customer to the Company and corresponding to the Final Value.

## **Article 2: Acceptance**

The Request implies unreserved acceptance of the GTC by the Customer.

It is expressly agreed between the Parties that the Customer may only transfer unblocked Products to the Company via the Service (regardless of the blocking mechanisms available on said Product).

In the event that a Customer uses the Service to sell a blocked Product, the Company will not be able to take it back and will return the said Product to the Customer at the latter's expense; the Customer expressly acknowledges that in such case he will not be entitled to the trade in of his Product and that the Product will be returned to him at his expense in accordance with the GTC.

By accepting the GTC, the Customer warrants that he/she is the owner of the Product and any accessories accompanying it, which are the subject of the Request.

## **Article 3: Purpose and scope**

The purpose of the GTC is to define the conditions of use of the Service provided by the Company on the Site.

The General Terms and Conditions apply solely and without restriction to all purchases of Products by the Company from Customers on the Site.

The Service is only offered by the Company in the United Kingdom.

The General Terms and Conditions apply to the exclusion of all other terms and conditions and are accessible at all times on the Site and will prevail, where applicable, over any other version or any other contradictory document, unless expressly waived in advance in writing by the Company. The Company reserves the right, at its sole discretion, to modify the General Terms and Conditions at any time.

In the event of modification of the GTC, the GTC applicable to the purchase will be the GTC in force at the time of the Customer's Request on the Site.

The GTC come into force as soon as they are published on the Site and immediately replace the previous GTC for all future operations.

Any sale made by the Customer to the Company on the Site implies unconditional acceptance of the provisions of the GTC.

#### **Article 4: Conditions of access to the Service**

Use of the Service is reserved for individual customers, who also agree to have the trade submitted to the General Terms and Conditions of Use of the Site and Services.

#### **Article 5: Description of the Service**

In accordance with the GTC, the Service enables the Customer to transfer ownership of his Product to the Company in return for a Payment.

It is up to the Customer to select on the Site the Product or Products he wishes to sell to the Company and to follow all the steps indicated by the Site.

As the Company has to comply with its legal obligations, in particular concerning the keeping of a police register for the purchase of second-hand goods, the Customer must provide the Company with his exact contact details, in particular his surname, first name and place of residence, as well as a copy of his identity document, or proceed with the on-line verification of identity required on the Site and transmit his bank statement in his name.

The Customer must also provide the information requested by the Company concerning the characteristics and condition of the Product.

Once these steps have been completed, the customer is offered an Estimated Trade-In Value.

The Customer is hereby informed that the Trade-In offered on the Site is conditional upon the Estimated Trade-In Value corresponding to the Final Value.

Should the Estimated Trade in Value differ from the Final Value, the conditions of Article 8 will apply.

The Company hereby informs the Customer that it reserves the right to refuse to purchase the Product of a Customer with whom it is in dispute or with whom it has had a dispute, this dispute constituting a legitimate reason for refusing to purchase a Product.

#### **Article 6: Payment terms**

The Customer receives the amount of the Payment by bank transfer, within the time limits and under the conditions detailed herein.

The Customer must enter his bank details when making the Request. This method of payment is offered free of charge and will be made to the Customer within FORTY EIGHT (48) working hours from the Validation of the Acceptance.

## **Article 7: Estimated trade-in value**

### **Appraisal of Estimated Trade-in Value**

The Estimated Trade-In Value of the Product indicated on the Site changes over time and depends on the characteristics of the Product (model, operation, condition, etc.) entered by the Customer.

The Estimated Trade-In Value indicated on the Site at the time of the Request is subject to the conformity of the Customer's declarations concerning the condition of the Product concerned, as well as to compliance with the conditions set forth herein and the shipping deadlines, described below, for said Product.

In other words, the Estimated Trade-In Value is only binding on the Company if the conditions and guarantees set out herein are met, and in particular if the characteristics of the Product declared by the Customer correspond to the Expertise, and if the Product is sent within the conditions and deadlines set out below. Otherwise, only the Final Value will be binding for the Company.

### **Period of validity of the Estimated Trade-in Value**

The Estimated Trade in Value of the Products indicated on the Site at the time of the Request is valid for a period of TEN (10) working days from the date of the Request. Beyond this period, if the Product and supporting documents are dispatched more than TEN (10) working days after the date of the Request, the valuation carried out to establish the Final Value will not be based on the Estimated Trade in Value indicated on the Site at the time of the Request, but on the Estimated Trade in Value in force on the Site at the time of the valuation.

## **Article 8: The Final Value**

The characteristics of the Product recorded by the Customer on the Site at the time of the Request, which enable the Estimated Trade-in Value to be determined, are checked by the Company during the Product Appraisal upon receipt of the Product. If the Customer does not provide the required information, no Trade-in will take place.

By submitting a Request via the Site, the Customer guarantees that the description and actual characteristics of the Product correspond to the information provided to the Company via the Site. Should the condition and/or the model and/or the brand and/or the number of Products sent not correspond to the information provided by the Customer at the time of the Request on the Site, and/or should the Customer fail to comply with the delivery deadlines, or with the guarantees provided for herein, the Estimated Trade-In Value is no longer opposable to the Company and its first offer thus becomes null and void.

In this case, the Company undertakes to propose to the Customer by e-mail a new trade-in value, corresponding to the Final Value. The Customer then has seven (7) calendar days to accept or refuse the Final Value of the Product. If the Customer does not reply within the aforementioned period, he/she will be contacted by any means by the Company's customer relations department. Should the Customer fail to respond, he/she will be deemed to have implicitly accepted the Final Value.

In the event of a validly expressed refusal by the Customer to accept the Final Value of the Product, the Customer shall pay the transport costs required to return the Product, shall not receive any Payment, no transfer of ownership shall have taken place and a new transfer of risks relating to the Products shall take place from the Company to the Customer upon receipt of the Product by the Customer.

The Final Product Value is binding on the Company and corresponds to the actual value of the Payment.

Provided that the Customer has communicated the bank details of an account belonging to him/her, the Customer will receive payment of the Final Value of the Product within forty-eight (48) hours of acceptance of the Final Value or following expiry of the aforementioned seven (7) day period in the event of no response from the Customer.

Failure to provide the required bank details will result in the payment being blocked.

### **Article 9: Product shipment**

For the shipment of Products, the Company proposes to the Customer to print directly a prepaid label to be stuck on the envelope or the parcel chosen by the Customer who will have to keep a proof of deposit of his parcel or envelope to the carrier.

In this case, and only in the case of shipment of Products using a prepaid label, the Company will pay the shipping costs.

The transport label supplied by the Company must be printed so that the letters and barcodes are clearly legible. It must not be altered by the Customer. Failing this, the Company accepts no liability in the event of loss of the Product and reserves the right to cancel the Return.

The Customer must pack the Product in such a way that it is secure and well protected to minimize the risk of breakage during transport (use of bubble wrap, cardboard, etc.). If the Product arrives damaged, or if the parcel reaches the Company empty due to faulty packaging by the Customer, the Company reserves the right to return the Product to the Customer and cancel the Trade in.

The information provided by the transport service provider will be deemed accurate until the Customer provides proof to the contrary.

In the event of a dispute relating to the shipment and transport of the Product, in particular in the event of :

- receipt of an empty parcel or a parcel containing a product other than the Product
- Product blocked in transit for more than 7 days
- or non-receipt of the Product,

the Company will contact the Customer to ask him to fill in the claim form. The Customer must return the completed and signed form. It must include the IMEI number if it is a telephone and the serial number for all other products. It must be accompanied by the proof of delivery to the carrier, the invoice for the product and a photocopy of a valid form of identification corresponding to the first and last name given by the Customer at the time of collection. The Customer may be asked to undergo an identity verification process in accordance with the conditions communicated by the Company. In the absence of all these elements, the Company reserves the right to reject the claim in order to limit the risk of fraud.

The customer is hereby informed that the production or use of forged documents (false invoices, forged signatures, identity theft, etc.) constitutes an offence that may give rise to prosecution upon complaint by the Company and to criminal sanctions.

Provided that the Customer demonstrates that he has handed the Product over to the carrier, properly packaged the Product and used the transport label provided in the required conditions, he may, in the event of loss of the Product, receive compensation up to a maximum of the Final Trade-In Value.

### **Personal data stored in the Product**

The Company recommends that Customers delete any personal data contained in the Products (including but not limited to contacts, emails, photos, games, music or other data).

The Company shall not be liable for any use of the data after the Product has been sent and before the Product has been received by the Company.

The Company carries out a "hard reset" of the Product's data during its Expertise and cannot be held liable in any way whatsoever to the Customer for the loss of personal data.

### **Transfer of ownership document**

The Customer must duly complete the transfer of ownership form for the Product and enclose it with the shipment of the Product, failing which the trade-in will be blocked and the trade-in value of the Product modified.

If the transfer form duly completed by the Customer is missing when the Product is received by the Company, the Company will send an e-mail to the Customer to rectify the problem.

### **Article 10: Transfer of ownership.**

Ownership is transferred when the Company and the Customer agree on the item and the price.

In other words, the transfer of ownership of the Product from the Customer to the Company will take place at the time of validation of the deed of acceptance.

In the event that the Final Value of a Product does not correspond to the Estimated Trade-in Value and the Customer does not wish to sell his Product at the Final Value proposed by the Company, the transfer of ownership of the Product from the Customer to the Company will not take place.

### **Article 11: Transfer of risks**

The Company shall only bear the Risks if the Customer takes responsibility for sending the Product to the Company, using the prepaid label provided, and subject to compliance with the shipping conditions set out herein.

If the Customer decides to take responsibility for shipping the Product, he/she will bear the risks and the transfer of risks will take place upon receipt of the Product by the Company.

If the Final Value of a Product does not correspond to the Estimated Trade-in Value and the Customer does not wish to sell his Product at the Final Value proposed by the Company, the Product will be returned by the Company to the Customer at the Customer's expense. The transfer of risks will then take place as from receipt of the Product by the Customer. The Company will compensate the Customer in the event of loss up to the proposed Final Value, and if it is unable to justify the return of the Product to the Customer.

### **Article 12: Warranties**

By submitting his Request, the Customer guarantees that the description and actual characteristics of the Product correspond to the information he has communicated to the Company via the Site. The Customer shall supply any accessories required for the correct operation of the Product.

By subscribing to the Service, the Customer :

- Guarantees to have correctly completed the proof of identity and the transfer of ownership form when sending the Product;
- Guarantees to have provided the exact bank account details of which he/she is the holder

- Warrants that it has lawfully acquired the Product and that it holds full title to the Product and any accessories delivered with it;
- Guarantees to be of legal age or to be the legal representative of a minor or incapacitated Customer;
- Guarantees to relinquish ownership of the Product to the Company, subject to acceptance by the Customer of the Final Value in the event that the latter does not correspond to the Estimated Trade-In Value and payment of the Final Value by the Company;
- Guarantees that the Product is not a stolen Product; or a lost Product whose owner has blocked the IMEI number; or a blocked device;
- Guarantees that it has not modified the product software;
- Guarantees that the product is not counterfeit;
- Guarantees that it has deleted all personal data from the product, any code that could limit or prevent the Company from operating, repairing and/or selling the product, and that it has deactivated all user accounts
- Guarantees that it has removed all control over the Product preventing it from being reset.

The Company informs the Customer that it reserves the right not to take back Products with an active lock or parental control.

The Customer warrants that the revenues derived from Trade-ins made via this Service since January 1st are or will be less than EUR 2,000 and that it has concluded or will conclude fewer than 30 Trade-ins with this Service over the current calendar year. In order to comply with applicable regulations, the Company reserves the right to refuse to satisfy a Trade-In Request from a Customer who exceeds these thresholds.

### **Article 13: Cancellation**

The Customer may cancel the Request as long as he has not sent his Product to the Company. However, from the moment the Customer sends his Product, he may no longer cancel the Request except in the case where the Estimated Trade-In Value and the Final Value differ and he refuses the latter, under the conditions of Article 8.

### **Article 14: Safety**

The Company keeps a police register containing information on the Products received and the Customer's contact details.

Serial numbers are communicated to the competent authorities to ensure that the Products received do not appear in French and international databases of lost or stolen Products.

#### **Article 15: Protection of personal data**

In accordance with current legislation, the Customer may consult the company's personal data protection policy: [Personal data management policy](#).

#### **Article 16: Partial nullity**

The nullity of one or more stipulations of the GTC shall not entail the nullity of the GTC as a whole, provided that the disputed stipulation(s) cannot be considered, in the mind of one of the Parties, as substantial and decisive. In the event that the disputed provision cannot be considered substantial and decisive for one of the Parties, the Parties undertake to renegotiate the disputed provision in good faith.

#### **Article 17: Non-waiver**

The Company's failure to exercise any or all of these rights under the GTC may not be considered or interpreted as a waiver of the said rights.

#### **Article 18: Applicable law and jurisdiction**

These General Terms and Conditions of Purchase are governed by French law.

In the event of a dispute, the Customer shall contact RECOMMERCE SOLUTIONS to obtain an amicable solution by writing to [support-tradein+fr@recommerce.com](mailto:support-tradein+fr@recommerce.com).

If the Customer so wishes, he/she is informed that he/she may call upon a consumer mediator free of charge with a view to amicably resolving the dispute, after notifying Recommerce Solutions in writing.

They can also use, free of charge, the online dispute resolution platform set up by the European Commission by visiting the website accessible by clicking on the following link:

<https://ec.europa.eu/consumers/odr>

In addition, the Customer may also have free recourse to an e-commerce mediator from FEVAD. In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, RECOMMERCE SOLUTIONS subscribes to the

FEVAD (Fédération du e-commerce et de la vente à distance) E-Commerce Mediation Service, whose contact details are as follows: 60 rue de la Boétie - 75008 - Paris / <http://www.mediateurfevad.fr>

To find out how to contact the mediator, [click here](#). RECOMMERCE SOLUTIONS undertakes to apply the FEVAD Code of Ethics for e-commerce and distance selling.

Customers can consult these provisions at any time on the website.

Failing this, any dispute arising from the formation, interpretation or performance of this Contract will fall within the exclusive jurisdiction of the competent French courts.