

## General conditions of sales E-trade

### Article 1 - APPLICATION OF the CONDITIONS

The salesman is defined below as being Dépann' Micro Express, whose registered office is located at the 22/13 Residence the Willows Which occurred of President Hoover - 59000 Lille - France - Telephone: +33(0)3.59.01.40.69, registered with and the Company Trade register of Lille under number 477676654, N° VAT FR 86 477676654. The purchaser is defined below as being the company or the person signatory and accepting the present conditions of sale. The general conditions of sale apply in an exclusive way to all the sales concluded by Dépann' Micro Express both for its own account that from its principals. All other conditions engage the salesman only after written confirmation of its share. The information given on the catalogues, price lists, Internet sites, notes, etc are given only as an indication and can, for this reason, being modified by the salesman without notice. The only fact of placing an order or of accepting an offer of the salesman comprises the general acceptance of these general conditions. The offers are valid within the limit of the time of option fixed at one week from the offer except contrary stipulations ranges on this offer. The present general conditions can be modified constantly and without notice the only fact of placing an order or of accepting an offer of the salesman comprises the general acceptance of these general conditions. The offers are valid within the limit of the time of option fixed at one week from the offer except contrary stipulations ranges on this offer. The present general conditions can be modified constantly and without notice by Dépann' Micro Express, the modifications being then applicable to all posterior orders.

### Article 2 - ORDERS

The offers are valid within the limit of stocks available. In the event of estimate, the offer will remain valid except one week contrary stipulations ranges on this one. French is the only language suggested for the contract signature.

#### 2.1 Description of the products

The essential characteristics of the product are indicated in the "card produces" containing a photograph of the product in general and indicating its characteristics. The photographs illustrating, to the support of the text, the products, do not enter the contractual field; if errors were introduced there, to in no case the responsibility for Dépann' Micro Express could not be committed. The detailed card of the product is the only contractual source. The manufacturers can change without notice the technical composition of the references produced. Dépann' Micro Express is constantly in right to reactualize, improve its cards or to withdraw sale its products and or produced peripheral. It rests with to you, if you do not estimate yourselves sufficiently qualified, to make you assist by a council. You have the possibility of contacting Dépann' Micro Express to obtain the further information on the products presented via the CONTACT page of our site. The products offered in the catalogue [www.depannmicroexpress.com](http://www.depannmicroexpress.com) profit from the legal guarantee against the hidden defects envisaged by articles 1641 and following of the civil code. Dépann' Micro Express, modifications being then applicable to all posterior orders.

#### 2.2 Availability of the products

You are informed of the availability of the product directly on the site. However, in the event of unavailability of the ordered product, Dépann' Micro Express can provide you a good of a quality and an equivalent price; in this case if you exert your right of retraction, the expenses of return will be with our load. You preserve however the possibility of solving the sale and of asking for refunding (this one will be carried out within 15 maximum day as from the date of reception of the material). For the products not stored in our warehouses, our offers are valid subject to availability in our suppliers.

#### 2.3 Limitations with the importation

It rests with to you to inform yourselves near the local authority of your country of the possible limitations of importation or use of the products or services which you plan to order. You recognize that the products can contain the technologies and software subjected to the laws on the control of exports of the United States and the European Union as to the laws of the country where they are delivered or used. You must respect these laws. The products cannot be sold, rented or be transferred to users or country subjected to restriction, or which would use them at ends of massive destruction or genocide. You must refer to the regulations in force, which vary regularly according to products'.

#### 2.4 Stages to conclude the contract

At the time of the first order by Internet, all new customer must create one (Clients' account); an identifier (login) and a password of at least six alphanumeric will be required. At the time of each validation of order, you will be directed towards your account via a protected connection pointing out the contents of your order. Your order will be definitively recorded only after information of various information and final validation. When you record the order by selecting a mode of payment, the sale famous is concluded (agreement on the goods and the price). The taking into account of your order is confirmed by the sending of an E-mail generated automatically by our Internet site with the electronic address indicated at the time of the creation of the clients' account. Contractual information is presented in French language and will be the subject of a confirmation taking again this information at the latest at the time of the delivery. Dépann' Micro Express reserves the right to cancel or refuse any order of a customer with whom there would be a litigation relating to the payment of a former order.

#### 2.5 Cancellation of the order

the order placed on our site is automatically cancelled in the absence of reception of the payment. In the case of a payment per bank card, you have one hour, as from the reception of e-mail of confirmation, to cancel yourself your order without intervention of an operator Dépann' Micro Express, while returning to you on your clients' account. At the end of this period, we invite you to contact us by using the form of the CONTACT page, mentioning the name of invoicing being reproduced on the ordering and the number of order. As long as your order is not being prepared logistic, you can cancel it. When the order is prepared, cancellation could be done only by refusal of your share of the parcel, WITHOUT OPENING It, sent by Dépann' Micro Express. It is specified with the professionals that no unilateral cancellation of ordering of their share will be accepted without the agreement of Dépann' Micro Express and that the orders addressed directly by the purchaser or who are transmitted by the agents representatives of the salesman engage the salesman only when they were accepted in writing. All modifications of the orders and all additional or derogatory conditions as for the object and with the methods of the sale are valid only insofar as they appear in the offer or the confirmation made by the salesman.

### Article 3 – PRICES

The prices being reproduced on the site are indicated in euro and various currencies (all inclusive of tax), except expenses of delivery. They are likely to vary, in particular in the event of fluctuation of the course of the currency compared to the euro or the change of the rate of the VAT. However, the prices being reproduced on your order after its validation and its recording are firm and final: if the prices lower a few days after the order, we will not be able to in no case to compensate you for the difference; if the prices increase, we committed ourselves delivering to you to the price fixed the day of the order. The amount of the expenses of delivery is calculated automatically according to each order; it is reproduced on the summary of your order, before final recording. If you are a customer out of the European Union or in the DOM TOM, the invoice will be established without VAT. Any order delivered out of Metropolitan France could be subjected to the possible local taxes, right of customs, granting of sea and customs clearance charges at the time of the delivery. Their payment is with your load and raises of your responsibility. You near the proper authorities inform country of delivery. However, the goods bought by the professionals are it at the agreed price for the order within the limit of the time of option and the general economic conditions (taxes, rate of exchange...), at the moment of the delivery. In the case of the products indexed on a currency: any variation, with the discredit of the salesman, of 4 % of the course of the currency compared to the euro definite the day of the offer could be reflected the day of the invoicing. On the sites dedicated to the professionals, the prices get along net of tax, expenses of packing, transport and insurance freight not included/understood, departure warehouse of the salesman.

### Article 4 – DELIVERY

The delivery is carried out either by direct handing-over with the purchaser, or by opinion of provision, or for the professionals by handing-over of the goods to a conveyor.

#### 4.1 Delivery periods

the delivery is carried out with the address which you indicated at the time of the placing of the order, on the site of Dépann' Micro Express, commits yourselves delivering to you in the 7 maximum days as from the day following that where you transmitted your order to us (or of the reception of your cheque). Any other delivery period is given only as an indication; the times indicated on the site are usually noted average times and correspond to the times of treatment of the orders, to which are added the time of forwarding of the conveyors. The delivery of against refunding, Dépann' Micro Express, refuses this transaction. The salesman is authorized to carry out partial deliveries. Any partial delivery accepted by the purchaser is subjected to invoicing as of delivery.

#### 4.2 Delay of delivery

In the event of delay of delivery, we advise you to check directly on line the state of your order before contacting us, on the site of the conveyor thanks to the number of forwarding. We invite you to announce us any delay of one week compared to the average delivery period noted in order to allow us to start an investigation near the conveyor (the times of investigation can vary from one to three weeks). So during the time of the investigation, the product is found, it will be addressed immediately to your residence. If on the other hand the product is not found at the end of the time of investigation, the conveyor regards the parcel as lost, and we will return you a product of replacement, with our expenses. For the products of a value higher than 500,00 euros T.T.C., if the 30 days deadline is exceeded of more than 7 days, except case of absolute necessity, you have the possibility of cancelling your order and of making you refund; you must then send to us a letter registered with acknowledgement of delivery in the 60 wrought days as from the delivery date envisaged. With convention express train, a case of absolute necessity or events such as the conflicts, burdens, stop of work total or partial in the factory of the salesman or at his suppliers, epidemic, war, requisition, fire, flood, interruption or delay in transport, legal or administrative measurements preventing, restricting, delaying or prohibiting the manufacture or the importation of the goods, the salesman is released from all responsibilities to the delivery. The salesman will keep the purchaser informed in convenient time, of the cases and the events enumerated above. In all the cases, the delivery within the deadlines can intervene only if the purchaser is up to date of his obligations towards the salesman whatever is the cause.

#### Article 5 - Contrary TRANSPORT

Except convention, Dépann' Micro Express chooses the conveyor freely.

#### 5.1 Risks related to transport

Dépann' Micro Express supports the risks related to transport until the delivery, i.e. until the physical handing-over of the goods to the recipient indicated to the moment of the order or to its representative which accepts it, provided that you check the goods at the time of their reception in the presence of the conveyor and mean, if need be, in writing on the good of transport, the reserves observed according to the procedure described below. By exception, the risks and dangers of transport (in particular loss, deterioration or flight) are the responsibility of the customer if this one is a professional.

#### 5.2 Reception of the goods

You must refuse the delivery if the goods are damaged, missing or if the parcel were open (except passage in customs). In the event of loss or of damage, you must issue written reserves precise and detailed on the bulletin of delivery of the conveyor in the presence of this one or his employees; you must then address to the conveyor a registered letter taking again the reserves, in the 3 days following the delivery. In order to help you in these steps, we invite you to contact us via the CONTACT page. The goods accepted without reserves by the recipient at the time of the delivery and/or in the absence of mail addressed to the conveyor in the 3 days, are famous arrival in good condition and in its entirety (a number of parts, identity compared to the order, etc). No complaint could be dealt with by Dépann' Micro Express and the responsibility for Dépann' Micro Express could not be committed. For any question or difficulty which you could meet, we invite you to contact us via our CONTACT page accessible since the banner page from our site.

#### Article 6 - RECLAMATION AND SERVICE AFTER SALE

For any complaint, we invite you to contact our services by connecting you on our site and while returning to you on the CONTACT page. All the complaints relative to a defect of the delivered goods, an inaccuracy in the quantities or their erroneous reference compared to the accepted offer or to the confirmation of order by the salesman, must be formulated with the salesman by mail recommended within 48h as from the reception of the goods, without neglecting if necessary and in accordance with article 5 the recourse against the conveyor, in the absence of what the right to complaint of the purchaser will cease being acquired.

#### 6.1 Need for a number of return

The return of the goods is done only by postal way, except particular mention. Any return of goods requires prior agreement of Dépann' Micro Express and a number of return, which can be obtained free via the CONTACT page accessible since the banner page from the site. You will receive by the means considered to be most convenient by Dépann' Micro Express an agreement of return. In the absence of agreement of return, the goods will be turned over to you or held at your disposal, with your expenses, risks and dangers, all handling, storage, transport charges being to your load. In the absence of prepaid label sent by Dépann' Micro Express, the products are returned to your load and your risks and dangers. We thus advise you to declare the value of the goods and to subscribe an insurance transport. The purchaser has after obtaining of the agreement of return of a deadline 7 days to carry out the return of the defective goods the salesman. The following information is generally requested: precise co-ordinates, designation of the element or the elements concerned, job number, the noted breakdown and the number of invoice or delivery order corresponding to the described parts. The goods must be turned over with a copy of the invoice and the number of return being reproduced on the parcel within 7 maximum day after return agreement of Dépann' Micro Express, at the following address: Dépann' Micro Express - 22/13 Residence Willows Which occurred of President Hoover - 59000 Lille - France

#### 6.2 Need for the packing of defective

Tout origin produced must be turned over in its packing of origin, which only makes it possible to ensure the transport of the product under good conditions, with the labels of guarantee, to comprise the whole of the product and its accessories and to be accompanied in a readable way of the number of return. Very produced incomplete, damaged, damaged and or whose packing of origin will have been deteriorated, neither will be taken again, neither exchanged, nor refunded and you will have to pay the sum of 50euros T.T.C. in order to cover the expenses of packing of the parts from which the packing of origin would have disappeared or would have been deteriorated. The shipper must thus take care of the packing and the conditioning of the material which it sends. In particular, the recipient will be able to reforward the goods on another destination that the initial destination with same packing, with the risks for the shipper to be held for person in charge for the damages which have occurred during this later transport.

#### 6.3 Refunding

Any request for refunding could be taken into account only after the arrival of the products turned over to Dépann' Micro Express according to the procedure of return indicated above. In the event of return and of request for refunding, the methods will be as follows: ? Turned over parcel of the will of the customer: refunding of the product, transport charges to the load of the customer? Parcel turned over because of the responsibility for the company (nonconformity, parcel not arrived...): refunding of the product, the expenses of sending and the expenses of return. 6.4 Dealt with of the carriage costs Within the framework of the guarantee, and in the absence of label prepaid, the carriage costs for the return of material in the first month after its reception are compensated by the creation of a good of purchase. This one is calculated on the basis of tariff return for parcel freed Colisposte from the Post office. The good of purchase is valid 1 month as from its date of emission.

#### Article 7 - The PAYMENT OF LITIGATIONS

7.1 In the event of litigation, the purchaser will be addressed in priority to Dépann' Micro Express in order to be appropriate of a friendly solution. If the litigation persisted, only the French Right is applicable and the qualified courts of Lille.

7.2 The fact for Dépann' Micro Express of not prevailing itself of a failure of the unspecified one of the obligations to the load of the purchaser, controls by the present conditions of sale, could not be interpreted as a renunciation for the future of the obligation in question, nor with the right for the purchaser to prevail itself later on of this failure.

**Article 8 - RESPONSIBILITY**

For the bonds hypertexts can return towards other sites which the site [www.depannmicroexpress.com](http://www.depannmicroexpress.com) releases any responsibility if the contents of these sites would contravene the legal and lawful provisions into force.