

## **General Terms & Conditions**

Between Smart Fisher 46 quai Jayr 69009 Lyon, with share capital of €3,000, registered with the Lyon Trade and Companies Register under number 838 857 779, SIRET 83885777900014

represented by Mr. Anthony Rageot, as Manager, duly authorized for the purposes hereof. The company can be reached by email by clicking on the contact form accessible via the home page of the site. Hereafter the "Seller" or the "Company", On the one hand, And the natural or legal person purchasing products or services of the company, Hereafter, the "Buyer", or the "Customer" On the other hand, It has been stated and agreed as follows :

### **PREAMBULE**

The Seller is a publisher of products exclusively intended for consumers, marketed via its Internet sites (<http://www.smart-fisher.com>). The list and description of goods and services offered by the Company can be consulted on the above-mentioned sites.

### **Article 1: Purpose and General Provisions**

These General Conditions of Sale determine the rights and obligations of the parties in connection with the online sale of Products offered by the Seller.

These General Conditions of Sale (GCS) apply to all sales of Products made through the Company's Internet sites which are an integral part of the Contract between the Buyer and the Seller. The Seller reserves the right to modify these terms and conditions at any time by publishing a new version on its website. The GCS then applicable are those in force on the date of payment (or first payment in case of multiple payments) of the order. These General Terms and Conditions are available on the Company's website at the following address: <http://www.smart-fisher.com>. The Company also ensures that their acceptance is clear and unreserved by setting up a checkbox and a validation click. The Customer declares that he has read all these General Conditions of Sale and, where applicable, the Special Conditions of Sale linked to a product or service, and accepts them without restriction or reservation. The Customer acknowledges that he has received the necessary advice and information to ensure that the offer meets his needs. The Client declares that he is legally able to contract under French law or validly represent the natural or legal person for whom he undertakes. Unless proven otherwise, the information recorded by the Company constitutes proof of all transactions.

### **Article 2: Prices**

The prices of the products sold through the Internet sites are indicated in Euros excluding taxes and precisely determined on the pages of description of the Products. They are also indicated in euros all taxes included (VAT + other possible taxes) on the page of order of the products, and except specific expenses of forwarding. For all products shipped outside the European Union and/or DOM-TOM, the price is automatically calculated excluding tax on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable in certain cases. These duties and sums do not fall within the Seller's jurisdiction. They will be borne by the buyer and are his responsibility (declarations, payment to the competent authorities, etc.). In this

respect, the Seller invites the buyer to obtain information on these aspects from the corresponding local authorities. The Company reserves the right to change its prices at any time in the future. The telecommunication costs necessary for access to the Company's Internet sites shall be borne by the Client. If applicable, also delivery charges.

### Article 3: Conclusion of the online contract

The Customer must follow a series of steps specific to each Product offered by the Seller in order to complete his order. However, the steps described below are systematic:

- Information on the essential characteristics of the Product;
- Choice of the Product, if need be of its options and indication of the essential data of the Customer (identification, address...);
- Acceptance of the present General Conditions of Sale.
- Check the elements of the order and, if necessary, correct any errors.
- Follow-up instructions for payment, and payment of products.
- Product delivery.

The Customer will then receive confirmation by e-mail of payment for the order, as well as an acknowledgement of receipt of the order confirming it. He will receive a.pdf copy of these general conditions of sale. For the delivered products, this delivery will be made to the address indicated by the Customer. For the purposes of proper execution of the order, and in accordance with Article 1316-1 of the Civil Code, the Customer undertakes to provide its true identification elements. The Seller reserves the right to refuse the order, for example for any abnormal request, made in bad faith or for any legitimate reason.

### Article 4: Products and Services

The essential characteristics of the goods, services and their respective prices are made available to the buyer on the company's websites. The customer certifies to have received a detail of the expenses of delivery as well as the methods of payment, delivery and execution of the contract. The seller undertakes to honour the Customer's order within the limit of available Product stocks only. Failing this, the Seller shall inform the Customer. This contractual information is presented in detail and in French. In accordance with French law, they are summarized and confirmed when the order is validated. The parties agree that illustrations or photos of products offered for sale have no contractual value. The period of validity of the Products' offer and their prices are specified on the Company's Internet sites, as well as the minimum duration of the contracts offered when these relate to a continuous or periodic supply of ion of the defective nature of the product or not corresponding to the order then refund as soon as possible

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Return of the product in its original packaging carefully closed to the following address  
46 quai Jayr 69009 Lyon.

Attach a RIB

On receipt of the product and confirmation of the defective nature of the product or not corresponding to the order then refund as soon as possible

#### Article 5: Retention of title clause

The products remain the property of the Company until full payment of the price.

#### Article 6: Terms of delivery

The products are delivered to the address of delivery which was indicated at the time of the order and the time indicated. This delay does not take into account the preparation time of the order.

In case of delay of dispatch an e-mail informing you of the cause of the delay and of a provisional delay will be sent to the customer.

In the event of late delivery, the Customer has the option to terminate the contract under the terms and conditions defined in Article L 138-2 of the Consumer Code. The Seller then proceeds to the reimbursement of the product and the costs "go" under the conditions of Article L 138-3 of the Consumer Code. The Seller makes available a telephone contact point (cost of a local call from a local phone that will be indicate in the confirmation order in order to follow up the order. The seller reminds to the buyer that when he takes physical possession of the products, the risk of loss or damage to the products is transferred to him. It is the Customer's responsibility to notify the carrier of any reservations on the product delivered.

#### Article 7: Availability and Presentation

Orders will be processed within the limits of our available stocks or subject to stocks available from our suppliers. In the event of unavailability of an article for a period greater than 7 working days, you will be immediately informed of the foreseeable delivery times and the order of this article can be cancelled on simple request. The Customer may then request a credit note for the amount of the item or its refund.

## Article 8: Payment

Payment is due immediately upon order, including for pre-ordered products. The Customer may pay by credit card or bank check. Cards issued by banks domiciled outside France must be international bank cards (Mastercard or Visa) Secure online payment by credit card is made by our payment provider. Once payment has been initiated by the Customer, the transaction is debited immediately after verification of the information. In accordance with Article L. 132-2 of the Monetary and Financial Code, the payment undertaking given by card is irrevocable. By communicating his banking information at the time of the sale, the Customer authorizes the Seller to debit his card for the amount relative to the indicated price. The Customer confirms that he is the legal holder of the card to be debited and that he is legally entitled to use it. In the event of an error, or if it is impossible to debit the card, the Sale is immediately cancelled by operation of law and the order cancelled.

## Article 9: Withdrawal period

In accordance with Article L. 121-20 of the Consumer Code, "the consumer has a period of fourteen clear days to exercise his right of withdrawal without having to justify reasons or pay penalties, with the exception, where applicable, of return costs". The period referred to in the preceding paragraph shall run from the date of receipt for the goods or acceptance of the offer for the provision of services. The right of withdrawal can be exercised by contacting the Company as follows:

Sending an email to the address [contact@smart-fisher.com](mailto:contact@smart-fisher.com) indicating the order number in subject of the email as well as the reason for the email (if applicable "right of withdrawal")

Return of the product at the customer's expense if the product has already been shipped  
Cancellation of the order purely and simply if the product has still not been shipped.

In case of exercise of the right of withdrawal within the aforementioned period, only the price of the product(s) purchased and shipping costs will be refunded, return costs remain the responsibility of the Customer. The products must be returned in their original condition and complete (packaging, accessories, instructions, etc.) so that they can be re-marketed as new; if possible, they must be accompanied by a copy of the proof of purchase.

## Article 10: Guarantees

According to the law, the Seller assumes two guarantees: of conformity and relative to the hidden defects of the products. The Seller refunds the buyer or exchanges products that are apparently defective or do not correspond to the order placed. The request for reimbursement must be made in the following manner:

Return of the product in its original packaging carefully closed to the following address  
46 quai Jayr 69009 Lyon.

Attach a RIB

On receipt of the product and confirmation of the defective nature of the product or not corresponding to the order then refund as soon as possible

The Seller reminds that the consumer:

has a period of 2 years as from the delivery of the good to act with the Seller - that he can choose between the replacement and the repair of the good subject to the conditions provided by the art apparently defective or not corresponding  
it is exempted from providing proof of the existence of the lack of conformity of the good during the six months following the delivery of the good.  
that, except for second-hand goods, this period shall be extended to 24 months as from 18 March 2016 - that the consumer may also claim the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code and, in this case, he may choose between rescinding the sale or reducing the sale price (provisions of Articles 1644 of the Civil Code).

#### Article 11: Claims

If necessary, the Buyer can present any complaint by contacting the company by means of the following coordinates:

Sending an e-mail to the address [contact@smart-fisher.com](mailto:contact@smart-fisher.com) indicating the order number in subject of the e-mail as well as the reason for the complaint

Answer within 72h

#### Article 12: Intellectual Property Rights

The trademarks, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the seller. No transfer of intellectual property rights is made through these GTC. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is strictly prohibited.

#### Article 13: Force Majeure

The performance of the seller's obligations hereunder shall be suspended in the event of the occurrence of a fortuitous event or force majeure that would prevent its performance. The seller will notify the customer of the occurrence of such an event as soon as possible.

#### Article 14: Invalidity and amendment of the contract

If one of the provisions of this contract is cancelled, this cancellation will not result in the nullity of the other provisions which will remain in force between the parties. Any contractual amendment is only valid after written and signed agreement of the parties.

#### Article 15: Protection of personal data

In accordance with the Data Protection Act of 6 January 1978, you have the right to query, access, modify, oppose and rectify any personal data concerning you. By adhering to these general conditions of sale, you agree that we may collect and use this data for the execution of this contract. You can unsubscribe at any time. Simply click on the link at the end of our emails or contact the controller (the Company) by RAR letter. We monitor traffic on all our sites. To do this, we use tools such as Google Adwords.

#### Article 16: Applicable Law

All the clauses appearing in the present general conditions of sale, as well as all the operations of purchase and sale which are referred to there, will be subjected to the French right.

