

Terms and Conditions of Sale TEQOYA Applicable to TEQOYA product purchases as of January 12th, 2023

Only the French original of these General Terms and Conditions of Teqoya SAS is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions, you automatically accept the French original. The English version of the GTC below has been translated by an on-line machine translation powered by DeepL Translation. The French version is available upon request. You can also download it on <https://www.teqoya.fr/config/links/fr/conditionsgeneralesdevente.pdf>.

1. Company identity

TEQOYA is a simplified joint stock company with a capital of 77.050€, registered with the RCS of Bordeaux under number 808 694 772 Intracommunity VAT number FR 62 808 694 772

Head office : Teqoya 7 route de Préchac - 33730 Villandraut, France,

Mailing address : Teqoya - 19 rue Chapon - 75003 Paris, France

E-mails : contact@teqoya.com / Tel : +33 (0)1 43 70 52 93 Site : <https://www.teqoya.fr/>

2. Definitions

GTC	means these general terms and conditions of sale governing the sale of TEQOYA Products. In the event of any discrepancy between the French version of these T&Cs and any other language version, the original French text shall prevail.
Customer (or Buyer)	means any end user customer placing an Order for Products
Order(s)	means any Product order placed by a Customer
Teqoya Products	refers to the products TEQOYA 200, TEQOYA 450, and TEQOYA NOMAD
Third Party Products	means products manufactured by third parties and sold by Teqoya
Products	means both Teqoya Products and Third Party Products
AFTER-SALES SERVICE	refers to TEQOYA's after-sales service. contact@teqoya.com /Tél : +33 (0)1 43 70 52 93
TEQOYA website	means the TEQOYA website www.teqoya.fr

3. Object

These general terms and conditions of sale (GTC) apply to any purchase by a Customer of Products.

Any Product Order implies full acceptance of these GTC by the Buyer, who declares that he/she has read them and fully agrees to them, before placing his/her Order.

TEQOYA reserves the right to modify these T&Cs at any time.

4. Formation of the Contract and Orders

4.1 Price

The "list price" of the Product(s) available on the TEQOYA Web Site, indicated in euros including VAT, are the prices in effect at the time of registration of the Buyer's Order.

Depending on the destination, prices may or may not include delivery charges, which may be invoiced in addition and whose amount depends on the destination of the Order. The amount of the delivery charges are indicated before the registration of the Buyer's Order.

Value Added Tax ("VAT") is charged in accordance with the local legislation in force in each country. The final price includes the VAT rate corresponding to the country of destination of the Order.

Any change in the applicable rate shall be automatically applied by TEQOYA to the Order.

Product prices are subject to change by TEQOYA at any time. Buyer shall be informed of any such changes prior to confirmation of its Order.

The invoice for the Products is attached to the Order confirmation e-mail, which the Buyer accepts. A paper invoice can be sent upon request of the Customer.

4.2 Product Selection - Advance Information

Before placing an Order, the Buyer is required to read the specifications and instructions for use of the Product(s) he/she wishes to order :

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf

This information is available on the TEQOYA website or can be requested at any time from contact@teqoya.com / Tel: +33 (0)1 43 70 52 93

The TEQOYA team is also available to provide any additional information that the Buyer may deem necessary (contact@teqoya.com / Tel: +33 (0)1 43 70 52 93) prior to placing an Order.

In addition, the Buyer, being the only one to know the household products he owns and uses as well as the characteristics of the places in which he wishes to install the Products, is the sole judge of the



compatibility of the Products ordered with those he uses and the places in which he installs them. It is up to the Buyer, if he/she considers that he/she does not have the necessary competence to make such a judgement, to ask for help from contact@teqoya.com / Tel: +33 (0)1 43 70 52 93 before placing his/her Order.

The Buyer, having familiarized himself/herself with the Products, their characteristics and their instructions for use, and having obtained any additional information he/she deems necessary from TEQOYA's teams, has, under his/her sole responsibility and according to his/her needs, decided to choose the Product(s) that are the subject of his/her Order.

4.3 Ordering

Any Order implies full and complete acceptance, without restriction or reservation, of these GTC.

Buyer represents and warrants:

- to be an end user and not to purchase the Product(s) for resale;
- be legally authorized to enter into these T&Cs;
- if Buyer orders on behalf of a company, be authorized to enter into commercial contracts on behalf of that company;

Buyer warrants that the information provided to TEQOYA in connection with its Order is true, accurate and complete.

From the moment the Buyer has registered his or her Order by clicking on the "Confirm your order" icon, he or she is considered to have made an informed decision and to have accepted without reservation these GTC, the prices, volumes and quantities of Products available for sale and ordered; the Order becomes firm and irrevocable.

Unless the Order is cancelled by TEQOYA in accordance with Section 4.4, Buyer shall receive an Order confirmation by e-mail from TEQOYA.

Buyer's Order shall be confirmed by TEQOYA by e-mail after confirmation of the registration of payment of the full amount of the Order.

The sale shall not be deemed final until Buyer receives confirmation of the Order from TEQOYA,

TEQOYA recommends that Buyer keep a copy of this information on a paper or electronic document.

Special case: If Buyer is a company, the person acting on behalf of the company declares that the VAT registration number, as well as any other information provided by him/her, is true, accurate and up-to-date. He/she shall immediately inform TEQOYA of any changes to such information. TEQOYA reserves the right to charge Buyer any applicable unbilled VAT if the VAT identification number provided is found to be invalid, inconsistent with the company's details, or if the tax authorities deem that such number is not linked to the account holder. Once the Order has been placed, a VAT invoice will be sent to the email address provided at the time of the Order. This invoice shall be used for all VAT refund and reporting purposes. TEQOYA's VAT registration number is included in the invoice.



4.4 Order Cancellation by TEQOYA

TEQOYA reserves the right to cancel an Order and refund any monies paid in the following cases

- the Customer does not meet the conditions required for the sale;
- TEQOYA is not able to obtain authorization for payment;
- Customer requests shipment to a country to which TEQOYA is unable to deliver;
- Products displayed on the TEQOYA Site contain an obvious error, such as an incorrect price or other inaccurate description;
- any other special circumstances justifying cancellation of the Order, including misuse of a discount code and/or suspected fraud

In addition, TEQOYA reserves the right to suspend or cancel any Order and/or delivery, regardless of its nature or status, in the event of non-payment of any amount due by Buyer or irregularity in payment.

5. Payment

Payment must be made at the time of placing the Order by the Buyer.

When the Buyer clicks on "Confirm your order", the Order becomes firm, definitive and irrevocable. This means that the Customer must pay the purchase price.

The Buyer may pay for his Order via the online credit card payment system, by Paypal, by direct transfer or by the online 3 times payment system (the 3 payments being irrevocably recorded at the defined dates).

At no time shall any amount paid be considered as a deposit or advance payment. TEQOYA shall collect the full amount of the Order at the time of confirmation of the Order.

Buyer warrants to TEQOYA that it has the necessary authorizations for payment of its Order.

Penalties equal to the legal interest rate shall automatically apply to any amount remaining unpaid ten days after the invoice due date or upon notification of rejection of bank payment for any other means of payment. Delivery of the Order and any other new Order shall be suspended in the event of late payment of a previous Order.

As part of the fight against Internet fraud, your Order information may be transferred to third parties for verification.

6. Product Loans

Some of our offers include the loan of Products (e.g. Kaiterra Sensor) for a period defined at the time of the Order. The Customer is then asked to provide a bank imprint when placing the Order as a pre-authorization.

At the end of the loan period, the After-Sales Service will send the Customer a return form valid for 7 days, with which the Customer must return the loaned Products in good condition, in their original packaging, complete and accompanied by all their accessories.



In the absence of return in these conditions, the loaned Products will be invoiced to the Customer and the bank pre-authorization will be debited.

7. Delivery and reception

7.1 General rules

The Products are delivered to the address indicated by the Purchaser at the time of the Order. The destination countries served by TEQOYA are listed at the time of placing the Order.

In order to ensure quality service, TEQOYA selects an appropriate delivery service based on the delivery address indicated by the Customer. For deliveries in France, TEQOYA uses the Colissimo Suivi service of La Poste or any other delivery service it may substitute.

7.2 Receipt of Orders

The Buyer or the person for whom the goods are intended will have to sign an acknowledgement of receipt.

The Buyer, or the person for whom the goods are intended, is required to verify, at the time of delivery, in the presence of the letter carrier or the deliveryman, the condition of the packaging and its contents.

In case of doubt about the condition or content of his package, he is required to :

- to follow the carrier's procedures (in particular, to report any damage, claims and reservations) and to refuse to accept the goods by making a statement to the deliverer that the products are not in good condition.
- to inform by registered letter with acknowledgement of receipt, by simple letter hidden of the post office making proof or by email contact@teqoya.com of the irregularities in the seven days following the delivery.

Otherwise, no claim may be made against TEQOYA.

7.3 Delivery times

Delivery times from TEQOYA's warehouse are purely indicative and are from the date of registration of the Order and, in any event, subject to TEQOYA's receipt of the full amount of the purchase.

Indicative deadlines:

- 2-5 working days: Metropolitan France
- 5 to 10 working days: for international destinations

In any event, no damages may be claimed, no sums may be withheld and no Orders may be cancelled in the event of a delay in delivery of less than 30 days.

In the event of a delay in the original delivery date, Buyer shall notify TEQOYA in writing (letter or e-mail contact@teqoya.com) to enable TEQOYA to improve the quality of its service and to conduct an investigation with the carrier.

Any investigation of the carrier may take up to 30 business days. If, during this period, the Products are found, they will be immediately transferred to the delivery location indicated on the order form.

However, if the ordered Products are not found after this 30-day investigation, TEQOYA shall, at its expense, return the ordered Products to Buyer.

In the event that the Product is no longer available, the Buyer will have the option to:

- or to cancel the Order; the amount paid by the Buyer will then be refunded to him/her within a maximum of 30 days, any other compensation being excluded.
- or to transfer its choice to another equivalent Product in accordance with the provisions of Article 8.

8. Right of withdrawal and returns

8.1 Right of withdrawal

In accordance with Article L221-18 of the Consumer Code, the Buyer has the right to withdraw from his order without giving any reason within fourteen days.

The withdrawal period expires fourteen days after the day on which the Buyer, or a third party other than the carrier and designated by the Buyer, takes physical possession of the goods.

As part of its "Satisfied or refunded 30 days" policy, this period is extended to 30 days.

To exercise the right of withdrawal, the Buyer must notify by registered letter with acknowledgment of receipt to TEQOYA 19 rue Chapon 75003 Paris or by email contact@teqoya.com (Tel: +33 (0)1 43 70 52 93) of its decision to withdraw from its order by means of an unambiguous statement (e.g. letter sent by post or e-mail). The Buyer may use the model withdrawal form provided in the appendix but this is not mandatory.

In order for the withdrawal period to be observed, it is sufficient for the Buyer to transmit his communication concerning the exercise of the right of withdrawal before the expiration of the withdrawal period.

The Customer shall return the goods in perfect working order, in their original condition (accessories, instructions, etc.), duly sealed to the following address TEQOYA 7 route de Préchac 33730 Villandraut without undue delay and in any event no later than fourteen days after the Customer has notified TEQOYA of its decision to withdraw from the order. This period shall be deemed to have been observed if the Buyer returns the goods before the expiry of the fourteen-day period.

The return is at the expense and risk of the Buyer. TEQOYA recommends that the Buyer keeps a receipt for the shipment in case of problems.

8.2 Effects of withdrawal

In the event of withdrawal by the Buyer, TEQOYA shall refund all payments received by the Buyer, including first delivery charges (except for additional charges arising from the fact that the Buyer has chosen, where applicable, a delivery method other than the less expensive standard delivery method offered by Teqoya) without undue delay and in any event no later than fourteen days from the day on which TEQOYA is informed of the decision to withdraw from the order.

TEQOYA shall issue a refund using the same payment method as the one used by Buyer for the original transaction, unless Buyer expressly agrees to a different method, and in any event, such refund shall be at no cost to Buyer.

TEQOYA may defer refund until it has received the goods or until Buyer has provided proof of shipment of the goods, whichever is earlier.

The consumer's liability can only be engaged in the event of depreciation of the goods resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of these goods.

Any incomplete or damaged Product may be subject to a partial refund.

9. Unavailability of the product

In the event of unavailability of the Product ordered, TEQOYA shall notify Buyer as soon as possible.

In the event that TEQOYA is unable to provide a Product of equivalent quality and price, Buyer shall be refunded within a maximum of thirty days of receipt of payment for the Order.

10. Reservation of ownership

TEQOYA retains full ownership of the Products sold until full payment, including principal, fees and taxes, has been received.

11. After sales service / Warranties

11.1 After-sales service (SAV)

TEQOYA's Customer Service Department is available for any questions regarding your Products and Orders

- at +33 (0)1.43.70.52.93 from Monday to Friday from 9am to 6pm or
- by email contact@teqoya.com, or
- by mail : Teqoya - SAV - 19 rue Chapon 75003 Paris

11.2 Legal guarantees

Any defects in the conformity of the Products are guaranteed by TEQOYA under the conditions (i) of Article L. 217-4 et seq. of the French Consumer Code and (ii) of hidden defects in the goods sold under the conditions provided for in Articles 1641 et seq.

(i) In the context of the implementation of the legal guarantee of conformity, the Customer :

- has a period of two years from the delivery of the Product to act;
- may choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;

- shall not be required to prove the existence of the lack of conformity of the Product during the six months following delivery of the Product; TEQOYA may rebut this presumption if it is inconsistent with the nature of the Product or the lack of conformity.

This legal warranty of conformity applies independently of the commercial warranty that may be granted by TEQOYA.

In the event of a warranty claim, TEQOYA shall bear the cost of returning the Product. The Products are returned to TEQOYA under the responsibility of the Customer who shall ensure that they are properly packaged.

If the Product cannot be repaired, TEQOYA will offer a replacement Product to Customer. Delivery of the repaired or replaced Product shall be made by TEQOYA under its responsibility.

(Nb: given the disproportionate costs involved, Third Party Products are not repaired but replaced).

Mandatory reproduction of articles L.217-4, L.217-5, L.217-12, L.217-16 of the Consumer Code

Article L.217-4

The seller delivers a good in conformity with the contract and is responsible for the defects of conformity existing at the time of the delivery.

He shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility.

Article L.217-5

The good is in conformity with the contract:

(1) Whether it is fit for the purpose ordinarily expected of similar property and, if so :

- *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 purchaser may legitimately expect, having regard to the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;*

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.

Article L.217-12

The action resulting from the defect of conformity is prescribed by two years as from the delivery of the good.

Article L.217-16

When the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the duration of the warranty that remained to run.

This period starts from the date of the buyer's request for intervention or from the time the goods are made available for repair, if this is later than the request for intervention.

(ii) The Customer may also invoke the warranty against hidden defects of the thing sold in accordance with Article 1641 of the Civil Code. He can then choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Mandatory reproduction of articles 1641 and 1648 first paragraph of the Civil Code

Article 1641

The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it was intended, or which so diminish that use that the buyer would not have acquired it, or would have given only a lesser price, if he had known of them.

Article 1648 1st paragraph

The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect.

11.3 Commercial Warranty:

11.3.1 The commercial warranty offered by Teqoya covers the repair or replacement of your TEQOYA Product if it proves to be defective in material or workmanship during :

- TEN (10) years for TEQOYA 200 and TEQOYA 450 products
- FIVE (5) years for the TEQOYA NOMAD product.

The warranty period is not extended in the event of repair or replacement of the TEQOYA Product.

11.3.2 Third Party Products are sold under the terms of the manufacturer's commercial warranty, if any.

11.3.3 Independently of the commercial warranty, Teqoya remains bound by the legal warranty of conformity mentioned in articles L. 217-4 to L. 217-12 and the warranty relating to defects in the thing sold, under the conditions provided for in articles 1641 to 1648 and 2232 of the civil code.

11.4 Implementation of guarantees

11.4.1 Product(s) not conforming to the Order (reference, color) or damaged during transport :

The Buyer shall send his complaint within 7 days from the signature of the acknowledgement of receipt of the Products according to the procedure below.

11.4.2 Failure / Malfunction :

In the event that a manufacturing defect renders the Product unusable during the warranty period, Customer shall contact TEQOYA's Customer Service Department in accordance with the procedure below.

11.4.3 Procedure:

Claims should be sent to:

- by registered letter to the following address Teqoya - SAV - 19 rue Chapon 75003 Paris, or
- by email contact@teqoya.com, or
- by phone at +33 (0)1 43 70 52 93 with confirmation by email contact@teqoya.com.

They must include:

- the contact details of the Buyer;
- Product references;
- the reasons for the claim.

AFTER-SALES SERVICE will study the complaint and, if it is justified, will validate to the Customer by email that the claim has been handled by the AFTER-SALES SERVICE and will communicate to him the shipping address for the return of the Product to TEQOYA.

Any Product to be repaired, exchanged or refunded must be returned to TEQOYA in its original condition, be whole and accompanied by all accessories. Failing this, TEQOYA will not issue any repair, exchange or refund for the Products ordered. The cost of returning the Products shall be borne by TEQOYA.

Excepted of cases of implementation of the legal guarantee in accordance with article 11.2 of the GCS above, the shipping cost for the return of the Product to TEQOYA is the responsibility and risk of the Customer.

Upon receipt and provided that the defect is in fact proven, TEQOYA shall send to Customer, at Customer's expense, a Product in good working condition, which may be a replacement Product. In the event that the Product is out of stock or impossible to repair, Customer will be offered a replacement Product or a refund of the original Product.

If the above procedure is not followed and the specified deadlines are not met, no claim may be made against TEQOYA.

11.4.4 Coverage:

The warranty is limited to the Products and covers functionality for normal intended use as specified in the User Guide.

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf

It does not cover :

- failures and damages resulting from any abnormal, incorrect, non-compliant or unreasonable use of the Products;
- damages specifically mentioned in the Product documentation ;
- failures and damage caused by external sources, including accidental damage, excess moisture, transportation, lightning, excess electrical power, power surges.
- failures and their consequences resulting from the action of the Buyer, a repairer not authorized by TEQOYA, or unauthorized modification, alteration or modification of the Product beyond the control of TEQOYA.

The warranty is also excluded if the label bearing the serial number of the Product has been removed or erased.

11.5 Availability of spare parts :

In accordance with Article L 111-4 of the French Consumer Code, TEQOYA states that the availability of spare parts for TEQOYA Products is 3 years (the device will either be repaired or replaced by an equivalent model if the spare parts are no longer available).

12. Responsibility

The Products offered by TEQOYA comply with current French legislation.

TEQOYA shall not be held liable for failure to fulfill the Order in the event of stock shortage or unavailability of the Product, in the event of force majeure, disruption or total or partial strike, in particular of the postal services and means of transport and/or communication.

TEQOYA shall not be liable for any direct or indirect damages arising out of improper use of the Products or the risks described in the instructions for use.

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf

13. Medical liability

The information available on the TEQOYA Site, the health-related services offered, and any comments relating to health issues should not be construed as medical opinions. It is the user's responsibility to determine, if necessary, in consultation with a physician, which products and services may be used.

14. Partial invalidity

If any provision of these Terms and Conditions is held to be invalid or declared as such by any law, regulation or final decision of a competent court, the remaining provisions shall remain in full force and effect.

15. Non-waiver

Failure by TEQOYA to exercise in whole or in part any of its rights under these T&Cs shall not constitute a waiver of such right for the future or of any other right under these T&Cs.

16. Applicable law / Mediation

The sale of Products by TEQOYA is subject to French distance selling laws currently in force in France. In the event of a purchase for export, it is the responsibility of the Buyer to verify that the Products comply with the rules in force in the country in question, in terms of taxes, standards or specific prohibitions.

For any dispute relating to an online sale subject to the rules of distance selling in France:

In accordance with articles L. 612-1 to L. 612-5 of the French Consumer Code, any consumer has the right to have recourse free of charge to a consumer mediator for the amicable resolution of a dispute between him and a professional.

In accordance with the provisions of Article L 612-1 of the Consumer Code, the Buyer must first submit any complaint to the After Sales Service according to the procedure described in Article 11 of these GTC.

If a claim has not been resolved by the after-sales service, and in accordance with Article L 612-1 of the Consumer Code, the Buyer may then resort free of charge to the mediation service of the CENTRE DE LA MEDIATION DE LA CONSOMMATION DES CONCILIEURS DE JUSTICE (CM2C) :

- via the form available on the CM2C website at <https://www.cm2c.net/declarer-un-litige.php>
- by e-mail to cm2c@cm2c.net
- by mail to CM2C - Consumer Mediation Service 14 rue Saint Jean 75017 Paris

In accordance with Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, you will find below the electronic link to the Online Dispute Resolution (ODR) platform:



<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR#>

In the case of a purchase by a company, any dispute relating to the interpretation or application of these GTCs shall be brought before the Commercial Courts of Paris.

17. Data protection

The collection and processing of Personal Data, carried out when a Customer places an Order, is carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation" or GDPR).

The information collected by TEQOYA at of any order placed by the Buyer is necessary for the management of the Order by TEQOYA and its commercial partners. The file containing the recorded information has been submitted to the CNIL (declaration n° 1312101). In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, the Buyer is entitled to access, request rectification of, object to and request deletion of the data concerning him/her held by TEQOYA.

For more information, please see our Privacy Policy. <https://www.teqoya.fr/politique-confidentialite-teqoya/>

Through TEQOYA, Buyer may receive commercial offers from other organizations or companies, or be kept informed of offers from TEQOYA. If Buyer does not wish to receive such offers, Buyer may notify TEQOYA by simple e-mail.



Appendix: Sample Withdrawal Form

(Please complete and return this form only if you wish to withdraw from your order)

Registered letter with acknowledgment of receipt to the attention of : TEQOYA - SAV - 19 rue Chapon 75003

Paris OR by email contact@teqoya.com

I hereby notify you of my withdrawal from my order for the sale of the following goods: Order No. :

Ordered on :

Name of consumer(s):

Consumer(s) Address:

Product(s) :

Date received:

Delivery address:

Signature of consumer(s) (only if notifying this form on paper) : Date: