



# GAGGIONE'S GENERAL TERMS AND CONDITIONS OF SALE

Online shop [www.optic-gaggione.com](http://www.optic-gaggione.com)

## ARTICLE 1 – MERCHANT NAME

This website [www.optic-gaggione.com](http://www.optic-gaggione.com) is published by GAGGIONE, a SAS [simplified public limited company] with a registered capital of €1,599,476.00, registered on the BOURG EN BRESSE trade and companies register under number 765 200 720, and with its registered office at 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE.

Website address: [www.optic-gaggione.com](http://www.optic-gaggione.com)

Customer service telephone: + 33 (0)4 74 76 12 66

VAT registration number: FR 75765200720.

Website customer service: SAS GAGGIONE, service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE

After-sales service: Telephone: + 33 (0)4 74 76 12 66 - E-mail address: [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com)

## ARTICLE 2 – GENERAL PROVISIONS RELATING TO THESE GENERAL TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale will be hereinafter referred to as: "the T&Cs"

### 2.1 – Purpose of the T&Cs

The T&Cs are applicable exclusively to the online sale of GAGGIONE's products on the [www.optic-gaggione.com](http://www.optic-gaggione.com) website, hereinafter referred to as "the Web-site", access to which is free and open to all Internet users.

### 2.2 – Scope of the T&Cs

The T&Cs exclusively govern online sales contracts for the products of GAGGIONE, hereinafter referred to as the professional merchant, to buyers who are consumers, hereinafter referred to as consumers; together with the purchase order these T&Cs constitute the contractual documents enforceable against the parties, to the exclusion of any other documents, brochures, catalogs or photographs of the products, which are for information only.

The T&Cs are applicable to products delivered to consumers, as customers of the "[www.optic-gaggione.com](http://www.optic-gaggione.com)" web-site.

The T&Cs are drafted in French and English, as is all the contractual information indicated on the website.

### 2.3 – Availability and enforceability of the T&Cs

The T&Cs are available to consumers on the merchant's website, where they can be viewed directly and/or downloaded, allowing consumers to save and store them permanently; they can also be communicated to consumers on simple request by telephone, e-mail or postal mail or at the time of ordering; and in paper form at the time of delivery at the latest.

The T&Cs are enforceable against the consumer, who, by ticking a box provided for this purpose, acknowledges that they have read and accepted the T&Cs before placing any order.

The buyer's approval of the order by confirming it is therefore considered as their acceptance of the T&Cs applicable on the day of the order, the conservation and reproduction of which are ensured by the professional merchant in accordance with article 1127-1 of the Civil Code.

### 2.4 – Amendments to the T&Cs

The professional merchant reserves the right to amend its T&Cs at any time.

In the event of an amendment to the T&Cs, the applicable T&Cs shall be those in effect on the date of the order, a copy of which, bearing the date, will be available to the consumer on request.

### 2.5 – Clauses of the T&Cs

The invalidity of one contractual clause shall not invalidate the T&Cs, unless it is an impulsive and decisive clause which led one of the parties to conclude the contract of sale.

The temporary or permanent non-application of one or more clauses of the T&Cs by the professional merchant shall not constitute a waiver on its part of the other clauses of the T&Cs which will remain in force.

### 2.6 – Provision of the contract

The purchase order duly concluded by the customer constitutes the contract and is sent to them on a durable medium, within a reasonable time, or by e-mail if requested, with the possibility for the customer to print it.

This summary purchase order is regarded as confirmation of the contract and includes all the general terms and conditions of sale, the essential characteristics and price of the goods purchased, as well as the standard withdrawal form.

The customer may request that the latter be attached in paper form to the delivery of the goods.

## ARTICLE 3 – PRODUCTS

### 3.1 – Characteristics

Each of the products offered for sale and presented in the catalog published on the website is associated with a description including their essential specifications in compliance with article L. 111-1 of the Consumer Code.

Photographs depicting the products do not constitute a contractual document.

### 3.2 – Instructions for use and precautions for use

The method for using the product, if an essential element, is indicated in the electronic catalog, thus allowing the customer to print or download it.

It can still be provided to the customer on delivery of the product at the latest.

Similarly, the usage conditions, terms and restrictions for products sold on the website are indicated in the electronic catalog and are the subject of a notice sent with the product, on delivery at the latest, if it is not possible to download them or print them from the website.

### 3.3 – Compliance

The products comply with all French and European regulations and standards in force relating to personal health and safety, fair trading practice and consumer protection at the time they are placed on the market.

## ARTICLE 4 – PRICES

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### 4.1 – Retail prices

In accordance with article L. 112-1 of the Consumer Code and before the acceptance of any order, the retail prices for each of the products appearing in the electronic catalog, are indicated in euros, inclusive of all taxes and excluding delivery costs.

The total amount due by the consumer is indicated on the order confirmation page, including the cost of transport or shipping.

The retail price of a product is the one in force on the day of the order.

For deliveries outside of France, the provisions of the General Tax Code relating to VAT will be applied, more particularly concerning the following countries:

- Deliveries in Belgium: application of VAT at 21%
- Deliveries in Monaco and Luxembourg: French VAT rate applied.

In the event of a price promotion, the professional merchant undertakes to apply the promotional price to any order placed during the promotion period.

The order is final and ownership of the products transferred to the consumer only after full payment of the corresponding price and transport costs.

### 4.2 – Amendments

The professional merchant reserves the right to amend its prices at any time, while guaranteeing the consumer that the price applied will be that in force on the day the order is placed.

## ARTICLE 5 – OFFER

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### 5.1 – Domain

The online sales offers presented on the website are reserved for consumers residing in all countries of the world except North Korea and Iran.

### 5.2 – Duration

The online sales offers presented on the site are valid, unless otherwise indicated, as long as the products are listed in the electronic catalog and within the limits of available stocks.

### 5.3 – Acceptance

The consumer's acceptance of the offer is confirmed, in accordance with the double-click process, by confirmation of the order, after having confirmed acknowledgment by the customer that they have received all the information provided for in article L 221-11 of the Consumer Code and L 221-14 of the Consumer Code and in particular that which states "The order is with payment obligation". By ordering online you authorize us to create a business account in your name. You will be able to modify your information at any time.

## ARTICLE 6 – ORDER

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### 6.1 – Contract conclusion procedure

To place an order, the consumer, having filled their virtual shopping-cart indicating the selected products and desired quantities, ticks the box opposite the sentence "I acknowledge that I have read the merchant's general terms and conditions of sale, agree to them, and have received information concerning the essential specifications of the products purchased and their price, as well as the fact that my order entails payment."

The customer then clicks on the "Order" button and provides the necessary information for delivery and payment.

Before clicking on the "Confirm order" button, the consumer can check the details of their order and the total price; as well as return to the previous pages to correct any errors or modify their order if necessary.

Confirmation of the order by clicking on the "Confirm and pay" button implies acceptance of the T&Cs without reservation and constitutes the contract.

An e-mail acknowledging receipt of the order and its payment is sent by the merchant as soon as possible; the T&Cs and withdrawal form will be systematically attached to the e-mail.

### 6.2 – Changing the order

Any changes to the order by the consumer after confirmation will be subject to the acceptance of the professional merchant.

The consumer can add new products to a confirmed order, as long as the order has not already been packaged for delivery.

The professional merchant reserves the right to make changes to the product ordered in response to technical developments subject to the conditions provided for in Article R. 212-4 paragraph 4 of the Consumer Code.

### 6.3 – Confirmation of the order

The professional merchant reserves the right to refuse any order for legitimate reasons and, more particularly, if the quantities of products ordered are abnormally high for buyers with the status of consumers.

### 6.4 – Unavailability of ordered products

If the products ordered are not available for delivery, the professional merchant will immediately inform the consumer and may offer an alternative product of equivalent quality and price.

In the event of disagreement, the consumer will be reimbursed as soon as possible, at the latest within thirty days of the initial payment.

## ARTICLE 7 – CONTRACT

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### 7.1 – Conclusion

The sales contract is established when the consumer clicks on the "Confirm and pay" button when confirming their order.

### 7.2 – Storage and proof

Communications, purchase orders and invoices are stored on a reliable and durable medium, such that reliable and durable copies are archived in accordance with article 1379 of the Civil Code.

These communications, purchase orders and invoices may be produced as proof of the contract.

### 7.3 – Withdrawal

From the date of reception receipt of the products, the consumer has withdrawal period of fourteen days during which they may return the delivered products, without having to give a reason or pay any penalties, to the following address: SAS GAGGIONE, Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE, using the withdrawal form sent at the same time as the consumer's order confirmation, or by downloading it from the SAS GAGGIONE sales website and returning it completed and signed to the following address: SAS GAGGIONE, Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE.

Return costs are the responsibility of the consumer and the product or products will be returned under the consumer's responsibility, at the latest within fourteen (14) days following the confirmation of their decision to withdraw.

To return the products, the consumer must first send an e-mail to the professional merchant at the following address: onlineshop@gaggione.com, specifying the number of the canceled order.

The professional merchant will refund the cost of the products at their purchase price including VAT.

This refund will be made within fourteen days of receipt of the returned products, or within fourteen days of the customer's supporting documentation of their shipment, provided that the returned products are in their original packaging, complete, in perfect condition and accompanied by the original purchase invoice.

The right of withdrawal may never be exercised in the case of the supply of goods which have been unsealed by the consumer after delivery, and which cannot be returned for reasons of hygiene or health protection, or of goods which, after having been delivered and by their nature, are inextricably mixed with other items of supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery, or in the case of supplies of goods which may deteriorate or expire rapidly.

The return of products is the responsibility of the consumer, it is up to the consumer to ensure that the return is tracked and registered with the value of the product declared.

### 7.4 – Termination

The contract may be terminated by the consumer in the event of:

- Delivery of a product that does not conform to the product's stated specifics;
- Delivery exceeding the deadline set in the purchase order for products with a value of more than EUR 500 subject to the conditions provided for in article 9.1. of the T&Cs;
- A price increase not justified by a technical modification to the product imposed by the public authorities.

In all these cases, the consumer may demand repayment of the deposit paid when the order was placed, plus interest at the statutory rate calculated from the date the deposit is credited to our account.

The contract can be terminated by the professional merchant in the event of:

- Refusal by the consumer to take delivery;
- Failure to pay the price (or the balance of the price due) at the time of delivery.

In all these cases, the professional merchant will retain the deposit paid when the order was placed as compensation.

## ARTICLE 8 – PAYMENT

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### 8.1 – Payment terms and conditions

Payment is made immediately by bank card when the order is placed.

Payment is made exclusively in euros.

### 8.2 – Secure payments

The site has a secure online payment system that allows consumers to encrypt the transmission of their banking data.

The security of the payment between the consumer's computer and the merchant's payment service is based on the implementation of secure technology. Payment information is systematically encrypted when it is transmitted via the Internet. The secure payment platform that processes bank card data meets the requirements of the PCI DSS Compliance standard.

## ARTICLE 9 — DELIVERY

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### 9.1 – Delivery time

The professional merchant undertakes, in accordance with the delivery date indicated on the website for each of the products and depending on the delivery method chosen by the customer at the time the order is placed, to deliver the products within a period ranging from 2 to 10 days.

The starting point for the delivery time is postponed to the 2nd working day following any order placed on a Saturday, Sunday or public holiday.

Whatever the method chosen by the customer in point 9.3, shipment takes place on the 2nd working day following the order when placed during a weekend or on a public holiday.

Subject to restrictions relating to the starting point of the delivery time and shipping time, deliveries take place from Monday to Friday, except public holidays.

### 9.2 Delivery delays

A delivery delay exceeding seven days and not due to force majeure may result in cancellation of the sale by the consumer who, within sixty working days from the indicated delivery date, renounces their order by registered letter with acknowledgment of receipt, returns the products if applicable if they have been delivered and receives from the seller at the latest within thirty days, a refund for their payment, excluding any compensation.

### 9.3 Delivery terms and conditions

Depending on the volume of the order, delivery can be made by carrier and with exclusive delivery to the customer's home, with delivery times included (from 96 hours to a maximum of 15 working days).

It is hereby stated that this time will be increased when an order is placed during a weekend or on a public holiday by the number of days preceding the first working day, on which shipment is possible.

Deliveries are possible from Monday to Friday, excluding public holidays.

Delivery does not include the installation or any assembly of the purchased products.

In the event of specific requests from the buyer concerning an additional service during delivery, in particular regarding which floor, without this list being exhaustive, a request must be sent to the merchant at the address [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com) before confirmation and payment of the order.

If the specific request is accepted by the merchant, this acceptance being systematically given in writing, the costs related thereto will be invoiced as a supplement, whereby the customer will be informed of these costs in advance before they confirm their order.

Any complaint regarding a delivery error must be made by the consumer to the professional merchant on the day of delivery itself, or on the first working day following delivery at the latest.

Delivery is effective by notice of availability or by post or by delivery notice from the carrier.

Delivery is deemed to have been made, notwithstanding the customer's absence, at the time of the delivery note or attempted delivery note or notice of the place where the goods can be collected in the event of absence.

In the event of absence, whether delivery is made by post or by carrier, or courier, the arrangements for collecting or requesting a new delivery date shall be transmitted by any means to the customer, either by notice left in the mailbox, SMS, text message or e-mail.

In the case of delivery by post or by a carrier, a delivery note must be signed by the consumer who must check upon receipt the suitability and condition of the packaging of the product.

GAGGIONE does not refund any items not collected by the customer at a collection point, post office or in any depot designated by the carrier, when the customer has been duly notified of their availability; the return costs are automatically charged to the customer.

In the event of deterioration or partial loss of the product, the consumer must, on receipt, write complete and precise reservations on the delivery note, a copy of which will be sent to the professional merchant and, within three days of receipt, inform the carrier of these reservations by registered letter with acknowledgment of receipt in accordance with article L. 133-3 of the Commercial Code.

### 9.4 Transport or delivery costs

After having confirmed the contents of their shopping cart, the customer can choose a delivery method, from amongst those offered by the professional merchant, before definitively confirming the order and proceeding to the payment stage.

The professional merchant may impose a method of delivery on the customer under certain circumstances depending on the volume of the product(s) ordered.

The cost of transport is indicated to the customer before confirmation of the order and payment.

### 9.5 Product conformity

If the product does not conform to the order, the consumer must send a complaint to the professional merchant in order to obtain a replacement for the product or cancel the sale.

### 9.6 Product unavailability

In the event of products being unavailable for delivery, the professional merchant may offer, under the conditions provided for in article 6-4 of the T&Cs, an alternative product of equivalent quality and price.

### 9.6 Failure to deliver

A total failure to deliver results in the automatic cancellation of the contract of sale.

## ARTICLE 10 — WARRANTIES

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## 10.1 Legal warranties

All products supplied by the professional merchant benefit from the legal warranty of conformity provided for in articles L. 217-4 to L. 217-14 of the Consumer Code and the legal warranty against hidden defects provided for in articles 1641 to 1649 of the Civil Code.

Under these warranties, the professional merchant undertakes, at the consumer's choice, to refund or exchange the defective products or products that do not correspond to the order, subject to the availability of parts.

These provisions are not exclusive of the right of withdrawal provided for in paragraph 7.3 hereof.

## 10.2 After-sales service

Warranty claims should be sent by post to our After-sales Service at the following e-mail address: [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com) or to the following postal address: SAS GAGGIONE, Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE.

Products covered by the warranties must be returned new, complete and in their original condition and packaging after receipt and confirmation of the complaint by After-sales Service.

## 10.3 Warranty clauses

Exemption or limitation clauses for rights granted to consumers under legal warranties, which are deemed unwritten when concluded before any complaint is raised by the consumer, are valid when concluded after the complaint is made pursuant to article L. 241-5 of the Consumer Code.

## 10.4 Warranty disclaimer

Any products modified, incorporated or added by the consumer to another product are excluded from the warranty.

The warranty does not apply to apparent defects.

The warranty does not cover products damaged during transport or subjected to misuse.

All the provisions relating to the application of the Consumer Code concern only consumers actually residing in mainland France or its overseas territories.

These provisions apply in compliance with the relevant rules imposed by the European Union on European residents.

## ARTICLE 11 – LIABILITY

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### 11.1 Liability waiver

The professional merchant may not be held liable in the event of non-performance or improper performance of the contract due either to the action of the buyer, or to the insurmountable and unforeseeable action of a third party to the contract, or to force majeure.

### 11.2 Product safety defects

In the event of damage caused by a lack of product safety, the consumer must immediately send a complaint to GAGGIONE's Customer Service department at the following Internet address: [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com) or to the following postal address: SAS GAGGIONE, Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE.

## ARTICLE 12 – TERMINATION CLAUSE

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Cancellation of the order in the cases provided for in these T&Cs will be pronounced by simple registered letter with acknowledgment of receipt or by electronic letter and will be automatically acquired without legal formality.

## ARTICLE 13 – INTELLECTUAL PROPERTY

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The elements reproduced on this website, photographs, visuals, texts, drawings, images, are the exclusive property of the company GAGGIONE, and protected by copyright, trademark and patent law.

Any reproduction and distribution of these elements, without the prior and express written authorization of GAGGIONE, exposes offenders to legal proceedings.

## ARTICLE 14 – PERSONAL DATA

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The collection of personal data, its use for processing orders and creating customer files and its distribution to third parties responsible for the execution and payment of orders, is subject to the consent of the data subject.

The processing of personal data, which is kept by the publisher solely for the purpose of proper administration of orders and business relations, is the subject of a declaration to the Commission Nationale Informatique et Libertés.

Customers with an account on [www.optic-gaggione.com](http://www.optic-gaggione.com), have the possibility themselves to amend the information in their account and to rectify information concerning them.

All personal data transmitted directly and/or indirectly by customers of the [www.optic-gaggione.com](http://www.optic-gaggione.com) website is strictly confidential and used by GAGGIONE and its financial partners or carriers to carry out operations relating to orders, i.e. deliveries, invoices, accounting, follow-up of customer relations, such as conducting satisfaction surveys, complaints management and after-sales service, combating fraud, but also for the needs of GAGGIONE's management and commercial activities.

GAGGIONE has implemented the means necessary to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

In particular, the measures implemented to ensure the security of the personal data collected and to prevent any fraudulent behavior.

Under the conditions defined by the French Data Protection Act and the European Regulation on the protection of personal data, individuals have the right to access data concerning them, and a right of rectification, query, restriction, data portability, and erasure that they may exercise by logging into "my account" and then "personal data".

Data subjects also have a right to object at any time, for reasons relating to their particular situation, to the processing of personal data based on GAGGIONE's legitimate interest, and a right to object to processing for marketing purposes.

Individuals also have the right to define general and specific guidelines defining how they intend to exercise the rights mentioned above after their death by sending an e-mail to the following address: [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com) or by post to the following address SAS GAGGIONE Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE, accompanied by a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL.

The data is kept only for as long as necessary for the purposes for which it was collected.

The retention period may be different depending on whether it concerns an existing customer or a potential customer, (no purchase on the [www.optic-gaggione.com](http://www.optic-gaggione.com) website) according to the following detail:

- Personal data relating to non-customers for simple marketing or requests for information will be kept for 3 years from the end of the commercial relationship or the last contact.
- Data relating to associated orders, invoices and quotations may be kept for up to 10 years from the termination of the relationship.

## ARTICLE 15 – SETTLEMENT OF DISPUTES

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### 15.1 Complaints

Any complaint must be addressed to GAGGIONE's Customer Service at the following Internet address: [onlineshop@gaggione.com](mailto:onlineshop@gaggione.com) or by post to the following address SAS GAGGIONE Service commercial, 3, rue de la Rolland, 01460 MONTREAL LA CLUSE - FRANCE.

### 15.2 Territorial jurisdiction

For any dispute relating to the purchase order or delivery and, in general, to the application of these T&Cs, the competent court shall be that of the place of residence of the defendant or that of the place of actual delivery of the product.

### 15.3 Applicable law

This contract and the T&Cs governing it are subject to French law.

## ARTICLE 16 – SPARE PARTS

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Article L111-4 of the Consumer Code states that:

"The manufacturer or importer of items shall inform the professional merchant of the period during which or the date until which the spare parts essential for the use of the item are available on the market.

This information must be provided to the consumer by the merchant in a legible manner before conclusion of the contract and confirmed in writing when the goods are purchased.

Once the manufacturer or importer has indicated the period or date referred to in the first subparagraph, it shall, within two months, supply professional merchants or repair operatives, approved or not, who so request, with the spare parts essential for the use of the goods sold.

A decree shall specify the terms and conditions for the application of this article."

This obligation applies only to products first marketed on or after 1 March 2015.

No information on the availability of spare parts for products first marketed before 1 March 2015 will be issued, pursuant to article L111-4.

For products first marketed on or after 1 March 2015 and possibly affected by the existence of spare parts, a document providing information on the duration and procedures for obtaining spare parts for each product concerned shall be provided at the time of purchase of the item.

The period of availability of spare parts for the purchased product is provided to the consumer at the time of payment on a durable, downloadable and printable medium.

## ARTICLE 17 – AMICABLE SETTLEMENT OF DISPUTES

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### 17.1 Scope

Article L611-2 of the Consumer Code establishes the possibility for the consumer to use an alternative dispute resolution method, consisting in consumer mediation, when a dispute arises between a consumer and a professional.

Pursuant to article L611-3 of the Consumer Code, the mediation of consumer disputes does not apply to complaints made by the consumer to the professional merchant's customer service, direct negotiations between the consumer and the professional merchant, attempts at reconciliation or mediation ordered by a court hearing the consumer dispute and proceedings brought by a professional merchant against a consumer.

### 17.2 Terms of mediation

The use of consumer mediation in the event of disputes is optional and is not a prerequisite for referral to court.

In order to amicably resolve disputes between the consumer and a professional and pursuant to article L612-1 of the Consumer Code, the consumer has the right to have recourse to a consumer mediator free of charge.

Any customer who wishes to submit a dispute arising from the purchase of a product through this site may contact the website of the consumer mediator applicable to this contract at the consumer mediator's commission.

This link to the website of the consumer mediation commission provides direct access to information about the mediation process: (<http://www.mediation-conso.fr/mediateurs> reference.html).

Referral to the consumer mediator must happen within 1 year of the written complaint, sent to the professional merchant, under the conditions provided for in the general terms and conditions of sale.

Mediation of disputes must be accessible by electronic means or by ordinary mail.

It is free of charge for the consumer, with the exception of the costs they intend to incur in respect of representation or assistance by a lawyer or any person of their choice, at all stages of mediation, as well as the opinion of an expert, whose intervention they intend to request.

As regards requesting an expert's opinion, in the case of a joint request for expertise between the professional seller and the consumer, the costs are shared between the parties.

As soon as the documents on which the consumer's request is based are received, the consumer mediator shall notify the parties, by electronic means or by ordinary mail, of the referral, reminding them that they may, at any time, withdraw from the process.

At the request of either party, the mediator shall communicate all or part of the documents in the file and may hear the parties, together or separately.

If an amicable agreement is not reached, the mediator shall propose a solution to settle the dispute.

Mediation shall be concluded no later than 90 days from the date of notification of the referral to the mediator, which may be extended by the mediator at any time in the case of complex disputes, after having given immediate notice to the parties.

### 17.3 Exclusion from mediation

Pursuant to article L612-2 of the Consumer Code, a dispute may not be examined by the consumer mediator when the consumer fails to demonstrate they have previously attempted to resolve their dispute directly with the professional merchant by means of a written complaint in accordance with the procedures laid down, where applicable in the contract; where the request is manifestly unfounded or abusive; the dispute has previously been or is being examined by another mediator or by a court; the consumer has submitted their request to the mediator after a period of more than one year from the date of their written complaint to the professional merchant; the dispute does not fall within its scope of competence.

In any of these cases, the mediator shall inform the consumer, within three weeks of receipt of the file, that their request for mediation has been refused for the reasons mentioned above.

### 17.4 Confidentiality

In accordance with the provisions of article L612-3 of the Consumer Code, unless otherwise agreed by the parties, mediation is subject to the principle of confidentiality.

The mediator's findings and statements made during mediation may not be disclosed to third parties or invoked or produced in judicial or arbitration proceedings without the agreement of the parties.

The following two cases are exceptions to the preceding paragraphs:

- a - where there are imperative reasons of public policy or reasons relating to the protection of the best interests of a child or the physical or psychological integrity of the person;
- b - where disclosure of the existence or content of the mediated agreement is necessary for its implementation or enforcement. When the mediator is appointed by a judge, the mediator informs the judge whether or not the parties have reached an agreement.

### 17.5 Mediator contact information

Pursuant to Article L616-1, the contact details of the mediator whom the customer may contact are as follows: NEGOSTICE, 18 rue Pasquier, 75008 PARIS - Tel. +33 (0)7 64 08 61 96.

### 17.6 Online dispute resolution

Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, an online dispute resolution platform has been established.

Pursuant to this Regulation,

In order to enable online dispute resolution, the consumer can connect using the following electronic link: <http://www.fvd.fr> (e-mail: [info@fvd.fr](mailto:info@fvd.fr)) to the online dispute resolution platform.

## ARTICLE 18 — RETENTION OF TITLE CLAUSE

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Products ordered by the consumer remain the exclusive property of the professional seller until full payment has been made.

## ARTICLE 19 - WEB-HOST

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PBPG Communication AGILLIA SAS with a registered share capital of EUR 135,000, SIRET number: 518 452 065 000 49, registered on the Lyon Trade and Companies Register under number 518 452 065 and having its registered office at 24 avenue Joannes Masset 69009 LYON

Telephone: + 33 (0)4 84 25 80 68

E-mail: [contact@agillia.fr](mailto:contact@agillia.fr)