

## GENERAL TERMS OF SALE

### **1- SCOPE**

- 1-1- The current website [www.itec-pro.eu](http://www.itec-pro.eu) (hereafter the "Site") and the mobile application **itec-pro** (hereafter the "Application") are published by Comex Euro Developments (hereafter the "Seller"), a limited company with capital of 100,000 Euros and located 33A, route de Luxembourg - L-5752 Frisange - LUXEMBOURG - Tel. +33 9 70 44 14 90 - [support@itec-pro.eu](mailto:support@itec-pro.eu). The company is registered with the Luxembourg Businesses and Societies register under the number B169.424.
- 1-2- These general terms of sale (hereinafter "GTS") apply to all Orders (hereinafter "Order(s)") placed on the **itec-pro** site (the "Site"), accessible at [www.itec-pro.eu](http://www.itec-pro.eu) and/or on the **itec-pro** mobile application (the "Application") accessible on Google Play store as on the [Apple store](#), by buyers (the "Buyer(s)") for the purchase of products (hereinafter "Products") from Comex Euro Developments S.A. (hereinafter the "Seller"), and editor of the Site and of the Application.
- 1-3- These GTS apply to any Order placed on the Site and/or on the Application, in their entirety and as the only contractual terms applicable between the Buyer and the Seller.
- 1-4- The aggregate price of any Order comprises the following:
- Price of the Products as advised on the Site and/or on the Application ("Price");
  - Cost of the delivery, if applicable, which is made by a subcontractor (hereinafter "the Carrier"), and includes packing, insurance and transport ("Costs"); and
  - Where applicable, value-added tax (VAT) (collectively, the "Aggregate Price").

### **2- CONTRACTUAL DOCUMENTS**

- 2-1- Any Order placed between the Buyer and the Seller is governed exclusively by these GTS, as supplemented by the special terms and conditions mentioned in the Order and displayed during the Ordering process through the Site and/or the Application.
- 2-2- The purchase of a Product through the Site and/or the Application implies the full acceptance of these GTS by the Buyer. To that end, the Buyer must willingly and expressly accept the GTS by ticking the "GTS acceptance" box.
- 2-3- The Order confirmed on the Site and/or on the Application constitutes the entire agreement between the Buyer and the Seller and shall prevail over any earlier agreement, express or implied, written or verbal.
- 2-4- The Seller reserves the right to modify these GTS without prior notice. The GTS last update will entry into force as its publishing day, and shall then govern the Buyer and the Seller relationship.

### **3- INFORMATION ON PRODUCTS**

- 3-1- Products sold on the Site and/or on the Application and send by the Seller are governed by the present GTS.
- 3-2- Products are sold within the limits of available stock. Products supplied in sets exclusively depend of the Seller's suppliers. Therefore, the Seller reserves the right to change the sets composition.
- 3-3- Product essential characteristics indicated on the Site and/or on the Application are given as accurately as possible. These characteristics are indicated on product sheets that are published on the Site and/or on the Application. The Seller shall not be held responsible for any error or omissions on these Products description.

### **4- ORDERS**

- 4-1- The Site and/or the Application enables Buyers to place Orders via a cart system (the "Cart System") enabling the selection of Products with a real-time quote depending on the quantity of Products Ordered. In case the Product is not available, the note "out of stock" on the Product page will inform the Buyers.
- 4-2- For Products that cannot correctly operate without specific spare parts, the Buyer will indicate on the Site and/or on the Application, as on a durable medium provided with the Product, information about these spare parts availability.
- 4-3- An Order may be delivered in one or more deliveries as per the special terms and conditions.
- 4-4- Any change, however minor, to the Order shall be subject to a prior written agreement between Buyer and Seller, through an amendment to the Order on the Site and/or on the Application.
- 4-5- To order a product, any Buyer shall use a "client account" or a PayPal account. In the event where the Buyer does not have such account, he shall create it by giving, at the least, the following information:
- Name and First Name;
  - Email address;
  - Delivery address;
  - Billing address (if different from delivery address);
  - Phone number;
  - Intra-community VAT number, where appropriate.

- 4-6- The Buyer commits itself to provide true, accurate, current and complete information as required on the "Buyer account" creation form. The Buyer also commits itself to regularly

update this information In order to maintain its truth, accuracy, currentness and completeness.

- 4-7- In order to confirm the Order, the Buyer shall accept these GTS by ticking the relevant box. While Ordering the Buyer will have to choose the mean of delivery as the mean of payment before proceeding to the Order full payment.
- 4-8- Before finalizing the Order, the Buyer will have the possibility to check the Order details as its full price. The Buyer will also have the possibility to make the necessary corrections to any errors that may have occurred, before definitely confirm the Order by clicking the appropriate button.
- 4-9- Placing an order represents the acceptance of the price and of the characteristics of the products subject of the Order. Any dispute arising from the hereabove information shall exclusively be deal within the warranties as stated hereafter and by exercising the right of withdrawal.
- 4-10- The Seller can block, refuse or cancel any Order for any legitimate reason in addition to those mentioned in article 8-2 (Payment). Shall in particular but not exclusively be considered as legitimate reasons: invalid address, problem on the Buyer's client account, fraudulent use of a mean of payment.
- 4-11- The sale is considered as final after the receipt of the Order full price by the Seller, the receipt of a confirmation email by the Buyer and the Seller acceptance of the Order.

### **5- PROMOTIONS, DISCOUNTS AND SPECIAL OFFERS**

- 5-1- The conditions of any promotion, discount or special offer are detailed on the "Promotion terms and conditions".
- 5-2- Any promotion, discount or special offer is limited to Orders with delivery address located in the same country as the drop shipping company.
- 6- DELIVERY, EXECUTION, AND DELAYS**
- 6-1- Products Order on the Site and/or on the Application can be delivered in the Member States of the European Union with the exception of certain territories. Excluded territories can't be selected on the Site as delivery address. The list of excluded territories is available on request. Delivery date(s) shall be specified on the Site during the Order validation.
- 6-2- Delivery is made at doorstep. Ordered products will then be handed over at the building entry door or at house or villa gate.
- 6-3- In case of invalid or incomplete address, or in case the Buyer has not reclaimed the Order within the delay given by the carrier, the ordered products will be shipped back at the Buyer's expense.

- 6-4- Deliveries to postal boxes are excluded deliveries to Buyers passing through hotels and campsites. For situations that are not mentioned in the GTS, the Buyer shall contact the Seller directly.
- 6-5- Independently of the raising of reserves, the Buyer may apply in the case of such delivery the legal warranties stated in Article 9 hereof. The Product may then be replaced or repaired.
- 6-6- In the event of absence or delay of delivery, the Buyer has the possibility to contact the Seller by telephone or by using the contact form. If the delivery has not occurred within the time indicated, the Buyer may ask the Seller, by sending a registered letter with acknowledgment of receipt or by using the contact form, to perform the delivery within a reasonable additional time. In any case, if the delivery time exceeds 30 days, without a justified reason, the Buyer is entitled to cancel the Order. The Order will be refund within 14 days following the request for cancellation formulated by registered letter with acknowledgment of receipt mail or by using the contact form.
- 6-7- The Seller will bear the costs of delivery for any Order of a value higher than five hundred (500) Euros, free of postage. Bulky Products are excluded from the hereabove offer.
- 6-8- The Buyer will bear the cost of delivery for any Order of a value less than or equal five hundred (500) Euros free of postage as for the delivery of bulky products. Bulky products are Products determined as such but the Carrier and the Seller. In general terms, bulky products are cumbersome or heavy products that required specific delivery with appointment with the Buyer. The Buyer is however invited to consult the Site and/or the Application on a regular basis In order to consult the non-exhaustive list of Bulky Products as the detail of the related delivery costs. These fees are subject to change at any time and without prior notice.

- 6-9- Costs of delivery are calculated by the Carrier and are re-invoiced to the Buyer without any additional administrative or management costs. Delivery charges indicated on the invoice are thus those of the Carrier.
- 6-10- No late performance penalties or claims for damages shall apply in respect of the Seller if the delay is caused by (i) the Carrier, (ii) incorrect information provided by the Buyer, or (iii) a force majeure event. A force majeure event is any event beyond the control of the performing party resulting from unforeseeable

circumstances that materially impede the performance of the performing party's obligations. Upon occurrence of a force majeure event, the performing party may suspend the performance of its obligations, without incurring liability.

If performance is suspended for a period exceeding fifteen (15) days, the Buyer and Seller shall endeavor to find a mutually-agreed solution.

In the event that the performance cannot be resumed definitively, the concerned Order will be terminated and no payment shall be owing by the Buyer or in case of down payment of Buyer, Buyer will get refunded.

- 6-11- The Seller shall be entitled to withhold performance of its obligations in the event of defective or partial performance by the Buyer of its obligations. The Seller shall also withhold such performance when it is apparent that the other party is in apparent incapacity to perform its obligations. These cases include, notably but not exclusively, legal redress, judicial liquidation, bank overdraft and insolvency.

### **7- ACCEPTANCE – RIGHT OF WITHDRAWAL**

- 7-1- The Buyer is granted with a fourteen (14) days withdrawal period from the date of delivery. In order to inform us of your decision to withdraw, we provide you with a printable form: [https://www.itec-pro.eu/withdrawal\\_form.pdf](https://www.itec-pro.eu/withdrawal_form.pdf)

Following the reception of your form, an acknowledgment of receipt on durable medium will be sent to you. The Seller accepts any other method of declaration of retraction provided that it is unambiguous, and expresses the will to retract.

All forms and other declarations of retraction shall be send by email in response to the Order confirmation received on your mailbox or by registered mail with acknowledgment of receipt to the address indicated in the withdrawal form.

In case of withdrawal, the Buyer must return the Products without undue delay and at the latest within fourteen (14) days of the communication of its wish to retract.

- 7-2- According to article L-222-9 of the Consumption Code the following products cannot benefit from the withdrawal right: Products made to the consumer's specifications or clearly personalised, sealed Products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

- 7-3- The products must be returned in perfect condition for resale: i.e. in their original condition (packaging, accessories, notices etc. ...) and in a condition appropriate for their selling as new. The products shall also be returned with a copy of the delivery note and of the invoice. In order to be entitled to this withdrawal right, the products must not have obviously been the object of a durable use (beyond a few minutes), i.e. the products do not bear mark of use longer than the time required for their test and be in a condition for resale.

- 7-4- Products returned damaged, soiled or incomplete will not be returned or exchanged. Returned products that do not match the above criteria will be send back to the Buyer, at his/her own costs. If so, the Seller will give the Buyer the choice between several carriers.

- 7-5- Returned Products meeting the aforementioned return conditions will be exchanged (subject to availability) or refunded within thirty (30) days of receipt of goods. The refund includes the price of the Order and the original shipping costs.

- 7-6- All Products that are accepted or deemed to have been accepted in accordance with the present GTS, will be reimbursed within forty-eight hours after receipt in accordance with the terms of payment indicated when placing the Order on the Site. The order price and shipping cost will be reimbursed to the Buyer.

- 7-7- The cost of return as the risk of returning the Product will be borne by the Buyer. In the event that the Buyer send the Product back by using a prepaid label provided by the Seller, the return costs will be deducted from the total amount refunded to the Buyer.

### **8- PRICES, INVOICING AND TERMS OF PAYMENT**

#### **8-1- Prices**

- 8-1-1. All prices are given in Euros. Prices include the VAT rate applicable to the Products on the day of the Order, subject to applicable VAT rules within the European Union. Any change in the VAT rate will be immediately reflected on the prices of the Products published on the Site and/or on the Application.

- 8-1-2. Orders placed by a Buyer established in a Member State of the European Union will be established duty-free, subject to prior notification of a valid intra-Community VAT number.

- 8-1-3. Any taxes or contributions, in particular environmental, existing or future, are included on the selling price of the concerned Products.

8-1-4. The Prices of the Products, as well as the Aggregate Price, are set forth in the Order. Such Prices are firm and may not be modified.

In case a price is clearly wrong or derisory, for whatever reason (human or technical error), the Seller reserves the right to annul the Order even though it may have been confirmed initially.

#### 8-2- Payment

8-2-1. The placing of an Order implies the Buyer to fully pay the price if the Order. None of the sums paid can be considered as a deposit or a down payment.

8-2-2. In the event that the Buyer has passed and fully paid a first Order amounting of three hundred and fifty (350) euros or more and, subject to the communication of a valid intra-community VAT number, the Buyer may ask the Seller for a payment period of sixty (60) days for any Order of an amount higher than three hundred and fifty (350) euros.

8-2-3. The Seller reserves the right to accept or refuse the benefit of this payment period.

8-2-4. Any delay in the payment of the price of the Order may lead to the payment of late interests at the legal rate, in addition to the price of the Order.

8-2-5. The Order must be paid for by bank wire transfer or by credit card to the account of the Seller, or to the account of the factor as advised by Seller, under the conditions of payment stipulated in the Order on the Site and/or on the Application.

8-2-6. For payment of the Order price, the following payment terms are available:

##### Payment by credit card (except for the mobile Application)

Payment by credit card is undertaken securely. It is managed and insured by our partner Afone Payment, a company registered in the Register of Businesses and Companies of Angers (France) under number 530 129 204.

##### Bank transfer

The bank transfer must be received within 5 working days at the latest following the placing of the Order, except when the Seller granted the Buyer with a sixty (60) days payment term. This obligation does not apply in the event that the Seller granted the Buyer with a sixty (60) days payment period. Any transfer made after this period will lead to the cancellation of the Order.

Bank charges related to the transfer will be borne by the Buyer. When proceeding to the transfer, the Buyer will indicate the Order number on the transfer Order. The bank details of the Seller will be sent in the Order confirmation email.

##### By PayPal account

PayPal is an organization allowing the use of electronic money between the holder of a PayPal account and a third party so as to keep the bank details confidential.

PayPal (Europe) S.à r.l & Co., SCA is authorized in Luxembourg as a credit institution within the meaning of article 2 of the law of 5 April 1993 on the financial sector and is placed under the prudential supervision of the Financial Sector Supervisory Commission, located at L-1150 in Luxembourg.

##### By Hi-Pay Porte-Monnaie Électronique SA

Number of registration with the trade register: 0897928802. Capital: 54.826.000 Euros. Headquarters: 19 avenue des volontaires, 1160 Auderghem – Belgium

HPME is an electronic money issuing establishment approved by the Banking, Financial and Insurance Commission (CBFA) - Belgium - in dated the December, 9 2008.. Under article 65 of the law of the 22nd March 1993 concerning the status and control of credit establishments, HPME is authorized to offer its HiPay direct service in Belgium as well as in France. The activity of HPME has been declared to the Committee of Credit Establishments and Investment Companies (CECEI) and to the Banking commission.

8-2-7. The User who proceeds to the payment of his Order (hereinafter the "Buyer") ensures and guarantees that she/he has the necessary authorizations to use the method of payment chosen for the payment of the Order.

8-2-8. The Seller reserves the right to suspend the management of Orders or to refuse to honor deliveries in cases where:

- The transaction is blocked by the bank or the organisation officially accredited to validate the payment ;
- The Buyer is still liable for the partial or full payment of a previous Order;
- Any incident or dispute relating to a payment involving the Buyer that would be still under management.

8-2-9. As part of the fight against fraud, the provider in charge of payment for the Seller or the Seller itself may ask the Buyer for a copy of her/his identity document as a proof of residence. The Order will be validated once these evidences have been checked and cleared by the payment provider as by the Seller.

#### 9- WARRANTIES

9-1- The Seller, acting in its professional capacity, warrants to the Buyer that the Products delivered are: (i) marketable in the European Union, compliant with the standards of good industry practice, suitable, under normal conditions of use, for the purpose specified by the Seller and for the functions and uses for which they are intended, and that they offer at least the minimum level of safety as required by applicable law, and are compliant with the drawings and specifications and any

definition documents relating to the Products Ordered; and (ii) free of any defect(s) resulting in particular from a design or manufacturing fault or consisting of poor operation.

9-2- In accordance with the legislation in force, all Products sold on the Site and/or on the Application are covered by the legal guarantee provided by Article L.212-1 of the Consumer Code. The Buyer may therefore return the Products ordered to the Company in case of non-compliance or hidden defects. Seller agrees to comply with these legal warranties.

9-3- In case of damaged or defective Products delivered to the Buyer, the Seller's total liability shall not exceed the Price paid by the Buyer for the relevant Order.

#### 10- INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

10-1- In case of a customized Order placed by the Buyer to Seller, the Order does not confer upon the latter any rights over trademarks, logos, distinctive signs or any other rights owned by the Buyer as industrial and commercial property.

10-2- The Buyer may not claim any rights over trademarks, logos, distinctive signs or any other rights owned by the Seller or the Manufacturers indicated on the Site, as industrial and commercial property.

#### 11- CONFIDENTIALITY

11-1- Other than as may be required by law, or as specified in our Privacy Policy, the Buyer and the Seller shall refrain from disclosing to third parties any information, including, in particular, technical, commercial or financial information relating to their relationship without the prior written consent of the other.

11-2- However the Seller may access and disclose the information that the Buyer provides to the Company if requested to do so by law or if such action is reasonably necessary to comply with legal process, deal with third-party claims, protect the rights of the Seller, or to enforce these GTS.

#### 12- DISCLAIMER

12-1- The Site is edited by the Seller. All intellectual property used on the Site and/or on the Application is either owned by the Seller or an affiliate of the Seller, or is licensed from third parties pursuant to a valid license agreement. The Seller makes no representation or warranty that the Site and/or on the Application will function as intended without interruption or error, and the Seller hereby disclaims any and all liability in this respect. In particular, but not by way of limitation, the Seller does not make any representations or warranties regarding the proper functioning of any third-party software or platform that the Seller uses or relies upon to ensure the full functionalities of the Site and/or on the Application.

12-2- NEITHER THE SELLER, ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS ARE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS REVENUE) ARISING FROM THE SERVICES OR ANY PROVISION OF THIS AGREEMENT.

#### 13- TRANSFER OF OWNERSHIP AND RISK

13-1- Loss and damage risk will be transferred to the Buyer when he takes physical possession of the Product itself or when a third party designated by the Buyer takes possession of it.

13-2- Any Product's loss and damage risk will be transferred to the Buyer when he entrusts the delivery of the Product to a carrier other than the one suggested by the Seller. In this situation, the transfer shall be deemed to take place at the time of the Product delivery to the carrier chosen by the Buyer.

13-3- The Seller retains ownership of sold goods until payment of the price in full, including principal and interests.

13-4- The Seller reserve its right to retain ownership of sold goods until the full payment of debts arising from the contractual relationships between the Seller and the Buyer.

13-5- In the event sold goods subjected to retention of title undergo any processing, combining or mixing process; the Seller shall be entitled to receive co-ownership on the new product, up to the initial amount corresponding to the sold goods under the original contract. In such cases, the Seller shall be considered as manufacturer.

13-6- In the event sold goods made available to the Buyer are resold to a third party, all receivables arising from such operation are assigned to the Seller until the full payment of the price of sold goods. Resell of goods shall be authorized only if receivables are transferred to the Seller.

13-7- In the event of failure to pay the first invoice on due date, the buyer shall at his expense keep the goods safe insured and identifiable as Comex property, when such goods fall outside the scope of articles 13-3 and 13-4 of the GTS. The goods shall also be returned to Comex at the Buyer's expenses.

13-8- Risks are transferred to the Buyer when the goods are delivered and available to the Buyer at the named place.

#### 14- DATA PROTECTION AND FREEDOM LAWS

14-1- For the purpose of order processing and billing, the Buyer must provide a certain amount of personal data. This data may be transmitted to third parties in order to process, execute, manage and pay orders.

For the purposes of orders payment, the bank data of the Buyer will be collected and processed by our partner, the Company Afone Payment registered with the Register of Businesses and Companies of Angers (France) under number 530 129 204.

14-2- In accordance with the provisions of European Directive 95/46 /EC and Regulation 2016/679/EU in application from 25 May 2018, Buyers have the right to access, modify, rectify, oppose and delete any information concerning themselves.

The exercise of such right is free of charge and can be done at a reasonable frequency by writing to the following address:

**itec-pro C / O Comex Euro Developments**  
33A, Luxembourg road  
L-5752 FRISANGE  
LUXEMBOURG

A copy of your ID is required to exercise this right.

#### 15- INDEMNITY

15-1- The Buyer shall indemnify and hold the Seller harmless from any damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, incurred relating to third-party claims as a result of the Buyer's breach of these GTS or any other actions or omissions in respect of the Site.

#### 16- WAIVER

16-1- No failure or delay on the part of the Seller to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by the Seller preclude any further exercise thereof or the exercise of any other right.

#### 17- SEVERABILITY

17-1- In the event that any of the provision of these GTS is held to be invalid or unenforceable by judicial decision or arbitration award, the remaining provisions hereof shall remain in full effect, and the provision held or declared invalid or unenforceable shall, wherever feasible, be automatically deemed severed or amended to the extent necessary to permit such provision to avoid such invalidity or unenforceability.

#### 18- CONCILIATION

18-1- In the event of disagreements or disputes with the Seller, the individual Buyer is entitled to a free use of mediation in order to settle amicably the dispute.

18-2- The individual Buyer may refer to the Consumer Ombudsman (1) or any other sectoral mediation body accessible on the European Alternative Dispute Resolution Platform (2).

- (1) <http://www.consumer-ombudsman.org>
- (2) <https://ec.europa.eu>

18-3- Any other method of alternative dispute settlement, such as conciliation, may be considered in the event of litigation.

#### 19- JURISDICTION - APPLICABLE LAW

19-1- These GTS shall be governed by the laws of the Grand-Duchy of Luxembourg.

Any dispute relating thereto will thus be subject to Luxembourg law, without depriving the Buyer of the protection conferred to her/him by the mandatory rules of her/his country of residence.

19-2- The Seller and the Buyer will endeavour to resolve amicably any difference of opinion arising concerning the interpretation or execution of the Order within one month from the date on which such difference of opinion is identified in writing.

If the Seller and the Buyer do not reach an agreement during this one-month term, all disputes hereunder will be subject to the exclusive jurisdiction of the Courts of the Grand-Duchy of Luxembourg. The hereabove clause do not without deprive the Buyer of the protection conferred to her/him by the mandatory rules of her/his country of residence.

19-3- The provisions of the Vienna Convention on the International Sale of Goods are expressly excluded.

#### 20- LANGUAGE CLAUSE

20-1- The whole text of the present General Terms of Sale, as well as the General Terms of Use and the privacy policy, has been written in English, French and German, all versions being deemed authentic.

Should these three versions differ, the French version shall prevail.