

GENERAL TERMS AND CONDITIONS OF SALE www.simy-beacons.com

By placing an order on the website "www.simy-beacons.com", the Customer (whether a natural person or a legal person) is deemed to accept and comply fully and unreservedly with these General Terms and Conditions of Sale. The Customer expressly acknowledges this fact and agrees not to rely on any conflicting document, which would not be enforceable on the Seller.

ARTICLE 1 - Scope of application

These General Terms and Conditions of Sale apply without restriction or reservation to all sales concluded by the company **SYRLINKS** - a *société par actions simplifiée* with a share capital of €1,000,000, with registered office at 28 Rue Robert Keller, ZAC des Champs Blancs, 35510 CESSON-SEVIGNE (hereinafter the "Seller") - with consumers and non-professional buyers (hereinafter the "Customer" or "Customers") wishing to acquire one or more products offered for sale (hereinafter the "Product" or "Products") on the website "www.simy-beacons.com" (hereinafter the "Site"). They set out, *inter alia*, the terms and conditions governing orders, payment, delivery and management of any returns of Products ordered by Customers.

By confirming the order, the Customer is deemed to accept these General Terms and Conditions of Sale without restriction or reservation.

The Customer acknowledges that he has the necessary capacity to contract and to acquire the Products offered on the Site.

The Customer may obtain additional information by contacting the Seller's Customer Relations Department:

- Either by letter sent to the following address: **28 Rue Robert Keller, ZAC des Champs Blancs, 35510 Cesson-Sévigné, France**
- Or by telephone on the following number: **+33 (0)2.99.00.48.52**

The Customer can find full contact details for the Seller by clicking on the "Contact" tab on the Site.

ARTICLE 2 - Product(s)

Description

The main characteristics of the Products are presented on the Site, including specifications, illustrations and information about dimensions and capacity. These characteristics may be changed, modified or altered at any time at the Seller's full discretion.

The Customer must take note of these characteristics before placing an order.

Responsibility for choosing and buying the Product lies exclusively with the Customer.

The photographs and graphics presented on the Site are not contractually binding and cannot incur the Seller's liability.

The Customer should refer to the Product description and to the user guide in order to find out properties, key features and precautions of use. Given the nature of the Products, information and descriptions may be changed, modified or altered at any time at the Seller's full discretion. The Customer should take regular note of any changes, modifications and alterations made to the information and descriptions of the Products available on the Site.

Availability

Product offers are subject to available stocks, which are specified at the time of placing the order.

If the Product ordered is unavailable, the Seller agrees to inform the Customer as soon as possible and give him the option either (i) of waiting if restocking is in progress or (ii) of requesting a full refund of the sums paid (including delivery charges) as soon as possible and by no later than 30 days after paying for the order. If the Customer does not respond within 3 days of the date of the email informing him that the Product ordered is unavailable, the Seller will consider that the Customer has opted to wait for the Product to be restocked.

ARTICLE 3 - Prices

Products are supplied at the current prices indicated on the Site at the time the order is recorded by the Seller. Prices are stated in Euros and include all taxes (VAT and other taxes applicable).

If one or more taxes are subsequently created or revised upwards or downwards, any such new tax or revision may be applied to the prices indicated on the Site.

The prices take account of any reductions granted by the Seller on the Site. Any promotions granted in the form of money off coupons are valid for one order only per household and over a given period of validity.

Prices may be modified at any time without notice and for any reason whatsoever.

Prices do not include processing, shipping, transport and delivery charges, which are charged as extra and are specified in the order summary presented to the Customer before he confirms the order in his cart (see Art. 5) as well as in the final confirmation email for the order (see Art. 5).

For deliveries within the European Union, taxes may vary in accordance with the applicable regulations.

For deliveries outside of the European Union, the delivery charges specified on the Customer's order do not include customs clearance charges and/or import taxes. Customs charges and other taxes that may be levied are the exclusive responsibility of the Customer and may vary according to the country to which the Customer has asked for the Products to be delivered.

The payment requested from the Customer corresponds to the total purchase amount, including these charges.

ARTICLE 4 – Delivery charges and delivery

The Seller makes every effort to deliver the Products ordered by the Customer within a maximum period of 12 days for Metropolitan France and within a period of 21 days for European Union countries, in both cases as from the shipment of the order. It is specified that, unless expressly mentioned at the time of the order, these delivery periods are given for illustrative purposes and cannot exceed 30 days.

Deliveries are made by an independent carrier and transported to the address indicated by the Customer at the time of the order, which the carrier must be able to access easily.

Delivery is understood to mean the transfer of physical possession or control of the Product to the Customer.

Delivery charges are indicated in the order summary which is presented to the Customer before he confirms the order in his cart as well as in the final confirmation email for the order.

These delivery charges apply to a single delivery address. If orders are placed for shipping to different addresses, the Seller will issue an invoice for each order with the corresponding delivery charges.

ARTICLE 5 - Placing of orders

In order to place an order for the Products offered on the Site, the Customer must sign in, add the products of his choice to his cart, and then confirm and pay for the order.

Identification

When ordering for the first time on the Site, the Customer must open a customer account indicating the information required for delivery of the order: surname, first names, full contact details (postal address, telephone numbers, email, etc.).

The Customer agrees to provide accurate and reliable details so as to enable the Seller to perform its contractual obligations in their entirety.

The Customer may access his customer account at any time in order to change his details and/or add further details. He firstly needs to enter his email address and then a password of his choice, which must comply with the security rules. These sign-in details are personal to the Customer and must be kept confidential.

When placing any new order subsequently, the Customer will simply need to click on the "My Account" tab on the Site to sign in, without having to re-enter all of the details required for delivery.

Customer account details collected on the Site are entered into the Seller's customer database, in accordance with Article 10 below.

Order confirmation

Once the Customer has signed in on the Site and added Products to his cart, he must confirm the order. At this stage, an order summary is presented showing the details of the products selected, their price and delivery terms. Once the Customer's cart has been confirmed and payment validated, the order is confirmed and an order number is produced.

For orders placed exclusively on the Internet, an order is registered on the Site when the Customer accepts these General Terms and Conditions of Sale by ticking the relevant box and confirms his order. The Customer has the opportunity to check the details of his order and the total price and to correct any mistakes before confirming his acceptance (Article 1127-2 of the French Civil Code). By confirming the order, the Customer is deemed to accept all of these General Terms and Conditions of Sale and such confirmation constitutes proof of the contract of sale.

The Customer is therefore responsible for checking that the order is accurate and for reporting any error immediately.

Order payment

After confirming his order, the Customer must make payment in accordance with Article 6 below.

Final order confirmation

Final confirmation of the Customer's order takes place after receiving the payment acceptance. A confirmation email containing all details of the order is sent to the Customer at the email address provided.

Order tracking

By clicking on the "My Account" tab on the Site, the Customer can track the various stages of the processing of his order.

The Seller reserves the right to cancel or refuse any order placed by a Customer with whom a dispute exists with regard to payment for a previous order.

ARTICLE 6 - Payment terms

The price is payable outright and in full on the day on which the order is placed by the Customer, by the following means of payment:

- Bank card: Visa, MasterCard, other debit cards (Carte Bleue)
- PayPal:

Payment will only be deemed to have been made by the Customer when the Seller has actually collected the sums owed.

Any delay in payment will have the effect that all sums owed by the Customer will fall due for immediate payment and this will not affect any other action that the Seller would be entitled to bring against the Customer in this regard.

Furthermore, the Seller reserves the right, if the payment terms specified above are not observed, to suspend or cancel delivery of current orders placed by the Customer.

The Customer cannot be charged any additional sum greater than the costs incurred by the Seller for the use of a means of payment.

ARTICLE 7 - Transfer of ownership - Passing of risk

Property in the Seller's Products will be transferred at the completion of payment.

It is emphasised that the risks of loss and damage will only pass to the Customer at the time the latter physically takes possession of the Products. Products are transported at the Seller's risk.

ARTICLE 8 - Right of withdrawal

In accordance with current laws, the Customer has a period of 14 (fourteen) clear days, as from receiving the Product, in which to exercise his right of withdrawal without giving any reason or paying any penalty, for refund purposes, provided that the Products are returned in their original packaging and in perfect condition within 14 days of the Seller being notified of the Customer's decision to withdraw.

If the right of withdrawal is exercised within the time period specified, only the price of the Product or Products purchased and the delivery charges will be reimbursed. The costs of returning the Products will be borne by the Customer.

Products must be returned in their original condition and complete (packaging, accessories, instruction manual, etc.) so that the Seller can resell them as new, and must be accompanied by the purchase invoice.

Responsibility for the transportation of returned Products lies with the Customer. Products that are damaged, soiled or incomplete will not be taken back.

The Customer is responsible for retaining proof that his order has been returned by sending the package by registered post or by any other means through which a definite date can be identified in relation to the return of the Products.

The right of withdrawal can be exercised using the withdrawal form contained in ANNEX II to these General Terms and Conditions of Sale. The withdrawal form can be sent by email to the Customer Relations Department or by letter to the address indicated in the "Contact" tab on the Site.

The refund will be made within 14 days of the date on which the Seller receives the Products returned by the Customer according to the conditions set out in this article. The refund will be made by crediting the Customer's account or any other account provided that the relevant bank account details are enclosed with the withdrawal form.

ARTICLE 9 - Guarantees

Before making any claim under a guarantee, the Customer must contact the Seller's Customer Services Department, the contact details for which are given in Article 1.

Guarantee of Conformity - Guarantee against Hidden Defects

The Products sold on the Site conform to current regulations in France and in the European Union and their performance is consistent with non-professional usage.

The Products supplied by the Seller automatically benefit, without additional payment and irrespective of the right of withdrawal, from the legal guarantee of conformity and from the legal guarantee against hidden defects.

These guarantees are provided according to the terms and conditions set out in the box below and are illustrated in ANNEX I to these General Terms and Conditions of Sale (Guarantee of Conformity - Guarantee against Hidden Defects).

Note that in accordance with the legal guarantee of conformity, the Customer:

- has a period of two years, as from the delivery of the good, in which to take action against the Seller;
- may choose between repair or replacement of the Product ordered, subject to the cost conditions set out in Article L. 217-9 of the French Consumer Code;
- is exempted from furnishing proof of the existence of the non-conformity of the Product during the six months following the delivery of the same. This period is increased to 24 months as from 18 March 2016, except for second-hand goods.

The legal guarantee of conformity applies irrespective of any commercial guarantee that may cover the Product.

The Customer may decide to invoke the guarantee against hidden defects in the Product in accordance with Article 1641 of the French Civil Code. In this case, he may choose between cancellation of the sale or reduction in the selling price in accordance with Article 1644 of the Civil Code.

In order to exercise his rights, the Customer must inform the Seller, in writing, about the non-conformity of the Products within a maximum period of 2 years as from delivery of the Products or discovery of the hidden defects and must return the defective Products to the Seller's registered office in the condition in which they were received and fully complete (accessories, packaging, instruction manual, etc.), accompanied by a copy of the purchase invoice.

The Seller will replace or repair the Products or parts under guarantee where these are deemed not to conform or to be defective.

If the Seller is unable to replace or repair the Product, it will refund the Customer by crediting the account indicated in the bank details provided by the Customer.

Shipping costs will be refunded on the basis of the invoiced price and return costs will be reimbursed upon presentation of supporting documents.

Refunds for Products deemed not to conform or to be defective will be made as soon as possible and by no later than 30 days following the Seller's acknowledgement of that non-conformity or hidden defect.

Commercial guarantee:

Besides the legal guarantee of conformity and the legal guarantee against hidden defects, Products benefit from a commercial guarantee without financial consideration and for a period of 2 (two) years as from the purchase date.

The commercial guarantee covers manufacturing defects (parts and labour) and offers the option either of repair or replacement of the Product. This guarantee is excluded, *inter alia*, in the following cases: attempt to open the Product, damage to the plastic casing proving unusual usage of the beacon, impact, damage to the antenna, loss of one of the parts and any other abnormal use of the beacon not recommended in the Product's user guide (deep immersion causing watertightness failure, etc.).

In order to benefit from this commercial guarantee, the purchase invoice for the Product must be returned.

The costs of returning the Product are payable by the Customer. The costs of reshipping the Product are payable by the Seller.

For further information, the Customer must refer to the Product's user guide or contact Customer Services at contact@simy-beacons.com.

The Seller cannot be held liable in the following circumstances:

- failure to comply with the laws of the country to which the products are delivered, which the Customer is responsible for checking;
- in the event of misuse, use for professional purposes, non-compliance with the precautions of use specified in the user guide, negligence or lack of maintenance by the Customer, normal wear and tear of the Product, accident or force majeure.

The Seller's guarantee is, in any case, limited to the repair, replacement or refunding of the non-conforming or defective Products.

NOTE THAT THE BENEFIT OF THE COMMERCIAL GUARANTEE DOES NOT OBSTRUCT THE APPLICATION OF THE PROVISIONS GOVERNING THE LEGAL GUARANTEE OF CONFORMITY AS SET OUT IN ARTICLES L. 217-4 TO L. 217-13 OF THE FRENCH CONSUMER CODE AND THE PROVISIONS GOVERNING THE GUARANTEE AGAINST HIDDEN DEFECTS AS SET OUT IN ARTICLES 1641 TO 1648 OF THE FRENCH CIVIL CODE AND IN ARTICLE 2232 OF THAT CODE, WHICH ARE REPRODUCED IN ANNEX I TO THESE GENERAL TERMS AND CONDITIONS OF SALE.

ARTICLE 10 - Seller's liability

The Seller cannot under any circumstances be held liable if the non-performance or poor performance of the contract is attributable to the Customer or to the unforeseeable and unavoidable actions of a third party to the contract or is the result of a force majeure event.

Given the nature of the Product, the Customer must read the Product's user guide and follow all instructions and precaution of use (Warnings, Self-Tests, etc.) and ensure to do so each time the Product is used. The Seller cannot under any circumstances be held liable if the Product is used in a manner not consistent with the user guide.

The Seller cannot be held liable for the defective nature or loss of the Product where this is the result of the defective nature, poor quality or non-conformity of the element to which the Product is attached.

Likewise, the Seller cannot be held liable for the defective nature or loss of the Product where this is the result of lack of or poor attachment of the latter in accordance with the instructions given in the Product's user guide.

The Customer hereby acknowledges that the Seller has fulfilled its duty to give information, advice and facts, *inter alia*, about the conditions of use, precautions and adjustment of the Product.

ARTICLE 11 - Data protection

In accordance with French Act no. 78-17 of 6 January 1978, it is emphasised that any personal data requested from the Customer is necessary for processing his order and for drawing up invoices.

This data may be communicated to any partners of the Seller responsible for the execution, processing, management and payment of orders.

The processing of information via the website "www.simy-beacons.com" was declared to the *Commission Nationale de l'Informatique et des Libertés* (CNIL) under number 2002924 v 0 on 27 October 2016.

By ordering products on the site, the Customer authorises the Seller to process the personal data that he has provided for order management purposes.

In accordance with current national and European regulations, the Customer has the right to permanently access, modify, rectify and oppose the processing of his personal data.

This right may be exercised under the terms and conditions set out on the website "www.simy-beacons.com" under the "Legal notices" tab.

ARTICLE 12 - Cookies

The Customer is informed that when browsing on the Site, cookies may be automatically installed on his browser software.

By continuing to browse the Site without changing the browser's settings, the Customer accepts that the cookies will be consulted.

A cookie is a set of data used to record information about the Customer's browsing habits on the Site.

The browser software's settings can indicate when cookies are present and, where applicable, can be configured to refuse cookies in the manner described at the following address: www.cnil.fr.

The user holds all of the aforementioned rights with respect to his personal data communicated via cookies under the conditions indicated above.

ARTICLE 13 - Intellectual property

The website "www.simy-beacons.com", its overall structure, as well as the texts, images (animated or otherwise), know-how, drawings, graphics and any other component of the site, are the property of **SYRLINKS** and are protected by French and international intellectual property laws.

The trade marks of the operator of the website "www.simy-beacons.com" as well as the logos displayed on the Site are registered trade marks.

Any representation, reproduction, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of the site or all or part of its content, without having obtained the prior written consent of the Seller or of its assigns, is strictly prohibited and may result in criminal and/or civil proceedings.

The fact that the Seller or its assigns does not commence proceedings as soon as it or they learn about such unauthorised uses cannot be construed as acceptance of those uses and as a waiver of the right to take legal action.

ARTICLE 14 - Filing and evidence

The Seller files purchase orders and invoices on a reliable and durable medium that can legally be produced as evidence.

In the absence of conflicting evidence, computerised records are regarded as evidence of communications, orders, payments and transactions between the Seller and the Customer.

ARTICLE 15 - Duration

The General Terms and Conditions of Sale apply throughout the entire period of time during which the services that the Seller offers are available online.

ARTICLE 16 - No waiver

The fact that the Seller does not, at a given moment, enforce any of the obligations laid down in the General Terms and Conditions of Sale cannot under any circumstances operate as a waiver of the right to enforce the same subsequently.

ARTICLE 17 - Language

These General Terms and Conditions of Sale are written in French. If they are translated into one or more foreign languages, the French version alone will be deemed authentic in the event of a dispute.

ARTICLE 18 - Disputes

These General Terms and Conditions of Sale are governed by French law. If a dispute arises from this contractual relationship, the parties agree to seek an amicable solution before taking any legal action. All disputes are referred to the exclusive jurisdiction of the French courts.

The Customer is informed that, in the event of a dispute, he may nonetheless turn to professional mediation before the *Commission de la médiation de la consommation* (Art. L. 612-1 of the French Consumer Code) or before the sectoral mediation bodies or to any form of alternative dispute resolution (e.g. conciliation).

ANNEX I - Provisions relating to legal guarantees

Article L. 217-4 of the French Consumer Code :

The seller is required to deliver a product that conforms to the contract and is liable for any non-conformities existing upon delivery. He is also liable for any non-conformities resulting from the packaging, from the assembly instructions or from installation if he assumed responsibility for the same under the contract or had it carried out under his responsibility.

Article L. 217-5 of the French Consumer Code :

To conform to the contract, the product must:

- be fit for the purpose usually associated with such a product and, if applicable:
- match the description given by the seller and possesses the qualities that the seller presented to the buyer in the form of a sample or model;
- present the qualities that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including in advertising and labelling
- or present the characteristics defined by mutual agreement between the parties or be fit for any special requirement of the buyer which was made known to the seller and which the latter agreed to.

Article L. 217-12 of the French Consumer Code :

Action resulting from non-conformity lapses two years after delivery of the product.

Article L. 217-16 of the French Consumer Code :

When the buyer asks the seller to carry out repairs covered by his contractual guarantee obtained at the time of acquisition or repair of a movable product, the period of any resulting shutdown of seven days or longer shall be added to the remaining term of the guarantee. The said period shall run from the time when the buyer requests assistance or the time when the product in question is taken out of service for repair, should this be subsequent to the request for assistance.

Article 1641 of the French Civil Code :

The seller is bound by a guarantee against hidden defects in the thing sold which render it unfit for its intended purpose or so impair that purpose that the buyer would not have bought it or would only have given a lesser price for it if he had known of the defects.

Article 1648, first paragraph, of the French Civil Code :

An action resulting from hidden defects must be brought by the buyer within two years from the discovery of the defect.



ANNEX II - Withdrawal form

This form must be completed and submitted only if the Customer wishes to withdraw from the order placed on the Site save for the exclusions or restrictions on the exercise of the right of withdrawal specified in the General Terms and Conditions of Sale.

To **SYRLINKS**

28 Rue Robert Keller, ZAC des Champs Blancs
35510 CESSON-SEVIGNE (FRANCE)

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Order on (*)/received on (*):
- Order number:
- Name of the Customer:
- Address of the Customer:

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

(**) The following must be enclosed:

- The purchase invoice for the Product;
- Bank account details;
- The Product in its original packaging and in perfect condition.