

TERMS AND CONDITIONS

Preamble

The hereby Terms and Conditions are intended to define the rights and obligations of the ASSISTEC Company (a company that sells items on its website: www.greendeliverysystem.com/?lg=fr) and of its Clients (individual consumers and professionals).

The website www.greendeliverysystem.com/?lg=fr is the property of the ASSISTEC company with a capital of 6.000 Euros and registered with the Strasbourg Trade and Companies Register under the number 507 591 980 with its headquarters located at 10 Avenue du General de Gaulle, 67000 Strasbourg.

The hereby Terms and Conditions are applicable to any order recorded on the website www.greendeliverysystem.com/?lg=fr (hereinafter referred to as the Website).

The client ticking the box: »I have read and accept the Terms and Conditions » means that he/she has carefully read and accepted the hereby Terms and Conditions.

If the box to this effect is not ticked by the client, then he/she will not be able to place an order.

A Client/consumer is any individual of at least eighteen years of age who acts with a purpose that isn't within the scope of his/her trade, industrial, artisanal or freelance activity and who has the legal capacity to place an order on the Website. Therefore, the Client/consumer guarantees that he/she has full legal capacity to proceed with an order on the Website and agrees with the hereby Terms and Conditions.

For non-consuming clients, the hereby Terms and Conditions constitute the base for the contractual relation. They prevail on the purchase conditions. Any contrary condition opposed by the Client will therefore not be able to invoke the ASSISTEC Company, whenever the moment when it will have been brought to its attention. .

The fact that the ASSISTEC Company doesn't prevail itself at a given moment of any hereby Terms and Conditions cannot be interpreted as renouncing to avail itself of a future said conditions.

The ASSISTEC Company reserves the right to demand any information that allows it to verify the identity and address of its clients.

In case of litigation, the applicable Terms and Conditions will be those that were effective at the time of the transaction.

Article 1 - ORDERS AND INVOICE TERMS

1. Preliminary information on the products sold by the ASSISTEC Company.

The ASSISTEC Company doesn't have any stock of the products it sells. Each product is made when the Client places the order and the production process will only be launched after a first firm order that totals 70 pieces, corresponding to the launch phase of the marketed products. For the following phases, the process of production will be launched by slices of 250 pieces, after a unique order or cumulative orders.

The client will have to pay a deposit when the order is placed and the balance of the total price will be required once the ASSISTEC Company has acknowledged the receipt of an order with a total of 70 pieces for the first phase and 250 pieces for the following ones.

2. Order Process

The order placement on the Website is subject to the respect of the procedure put in place by the ASSISTEC Company that happens with a succession of different steps that the Client must imperatively follow to confirm his/her order.

A first email confirmation, that can be considered as an acknowledgment of receipt and recapitulates the order (products, price, quantity, etc...) will be addressed to the client once the order has been registered by ASSISTEC.

The Client will have the opportunity to definitively confirm his/her order, to verify the detail of the aforementioned order and its total price, and to correct any possible errors.

A second email will be send to the Client to ask for a deposit mentioned in article 1.1 to be paid as soon as the email is received and to confirm his/her order. Any order confirmed by the Client is deemed a sales contract and approval of the entire present stipulations.

The Client will receive a third email that will contain complimentary information on the foreseeable delivery date.

A fourth email will be sent to the Client to inform him/her of the payment balance of the ordered product. The Client will have to settle the balance when he/she receives the email.

A receipt will be emailed to the client as a fifth email.

For this purpose, the Client formally accepts the use of email for the order confirmation by the ASSISTEC Company.

3. Information requested during the order.

The Client must provide all the necessary information for delivery: address, entry code, floor, and a phone number where he/she can be reached in case of a problem with the delivery.

The ASSISTEC Company reserves the right to cancel an order in case of non-receipt of the supporting documents or the receipt of documents deemed non-conform.

Article 2 - CANCELLATION CLAUSE

2.1 Modification of the order Absence of a cancellation right for Professional clients.

Any order confirmed by a Professional client constitutes a firm and definitive order. Therefore, any modification request made by the Client is subject to written approval by ASSISTEC. After ASSISTEC's approval of such cancellation, a 10% compensation fee (all taxes included) of the total order amount and the received deposit can be charged.

2.2 Modification of the order and cancellation clause for non-professional clients.

Any order confirmed by a non-professional client constitutes a firm and definitive order.

However, in compliance with the article L.121-21 of the consumer code, the consumer client has a 14 (fourteen) day cancellation period to cancel his/her order. This time period starts when the client or a third party other than the designated transporter takes possession of the goods.

The consumer can use the cancellation clause by informing ASSISTEC of his/her decision before the cancellation period provided by article L. 121-21 expires.

If the client chooses to use the cancellation policy, the product must be returned in its original packaging and must have all of the accessories and manuals that may have been included. The product must be in perfect condition.

Within a 30-day time period starting when the cancellation mail or email is received and only if the product is not deteriorated or damaged, and that the package has not been opened, the ASSISTEC Company will refund the client the deposit paid at the time of the order.

The client will be able to use the cancellation clause by addressing an email to the ASSISTEC company at the following email address: assistec.management@greendeliverysystem.com or by sending a registered letter with signature to the following address : 10 Avenue du General de Gaulle, 67000 Strasbourg.

Article 3 - DELIVERY

3.1 Delivery Method

The ASSISTEC Company has no geographical restrictions to deliver its products.

The order is delivered at the address given when the order is placed and the Client must ensure that he/she can receive the goods. Deliveries are always made on the ground floor of the domicile and deliveries in any floor above ground floor may incur an additional fee.

The delivery costs are summed up in the order before confirming it and are invoiced as an additional cost.

The delivery will happen within a maximum 4-month period after the Client's bank transfer is received.

In case the delivery time period is exceeded, the Client can request a cancellation of the sale after sending a formal notice to deliver the goods within eight days addressed to ASSISTEC as a registered letter with signature and remains with no response. In this hypothesis, the return costs will be covered by ASSISTEC.

3.2 Reserves during the delivery

It is up to the Client to verify the goods when they arrive and to make a claim or complain that could be justifiable, or to refuse the goods if the package may have been open or shows clear signs of being damaged. These claims and complaints must be precisely described (for example: « choc » or « package was clearly opened before delivery ») and addressed to the transporter on the delivery slip or by registered letter with signature in the following three business days from the time the package has been delivered and a copy to be immediately addressed to the ASSISTEC Company at the following address: 10 Avenue du General de Gaulle, 67000 Strasbourg

Article 4 - PRICE

The product prices are shown in Euros all taxes included and excluding any delivery costs.

Notwithstanding, the orders for the DOM-TOM and for countries located outside of the European Union will be invoiced without taxes. For order outside of the European Union and in the DOM-TOM, there can be custom taxes and fees, billed by the Customs Office or by the transporter. The Client must pay those additional potential costs.

Any order, regardless of its origin must be paid in Euros.

The ASSISTEC Company only accepts payments by bank transfer. The banking details for the bank transfer are available to the Client on the payment form when the order is placed and are also sent in the order email confirmation.

The ASSISTEC Company can modify the prices on the products at any time but these products are invoiced on the basis of the prices at the time of the order.

Article 5 - GUARANTEES

The products sold by the ASSISTEC Company have a legal guarantee recalled below.

Legal guarantee of compliance:

- Art. L.211-4 of the consumer code:

« The seller must deliver goods compliant with the contract and must inform of any compliance defect existing during the delivery. He must also inform of any compliance defects resulting from the packaging, the instruction manual for assembly and installation when this one has been carried out under its responsibility.

- Art. L.211-5 of the consumer code:

" To be in compliance with the contract, the product must:

1° be suitable for use for the usual use one can expect from a similar product and, if appropriate:

-correspond to the given description by the seller and possess all the qualities that he/she has presented to the buyer with samples or a model ;

- display qualities that a buyer can legitimately expect given public statements made by the seller, the producer or by its representative, especially in advertising or labeling;

2°. Or present characteristics defined by a common accord by the parties or to be specific to the special use wanted by the buyer and brought to the attention of the seller and that he/she accepts; "

- Art. L.211-12 of the consumer code:

The action resulting from the compliance defect lapses after two years beginning on the day of the delivery of the goods.

Guarantee of the defects of the sold item

- Art. 1641 of the civil code:

The seller must guarantee the sold item if there are hidden defects that make it unfit for the use it's destined for, or that decreases so much its use that the buyer would have never purchased it or would have only purchased it at a lower price, if he had known.

- Art. 1648 paragraph 1 of the civil code:

The action resulting from latent defects must be brought by the buyer in a two-year maximum delay starting when the defect is discovered.

In case of a problem with our goods, it is requested that the Client address an explanatory letter to the ASSISTEC Company by way of mail or email shown in article 9 of the hereby Terms and Conditions.

The ASSISTEC Company agrees to process any client request and to send them a written response within a 15-days delay starting on the day the client letter was received.

Article 6 - INTELLECTUAL PROPERTY AND RESPECT OF THE COPYRIGHT

All the elements on the Website (especially content, coding, architecture...) are protected by copyright for brand and patents.

Their use without prior written authorization from the ASSISTEC Company or other rightful owners may constitute a forgery and give way to legal proceedings.

By connecting to the Website, clients forbid themselves from copying or downloading any or all parts of the content, except with a prior express authorization from the ASSISTEC Company. Is prohibited: extraction, re-use, stocking, reproduction, representation or preservation of substantial quantitative or qualitative parts of the website, under any form, is forbidden under the right of the producer of the database, except with prior written authorization from the director of the publication.

Article 7 - COLLECTING PERSONAL DATA

The personal information that the ASSISTEC Company collects is essential for the processing and routing of the orders.

However, in accordance with the law "Informatique et Libertés", the processing of personal information for ASSISTEC clients is subject to a statement made to the National Commission for Computing and Liberties (CNIL). You have a right to access, modify, rectify or delete any data that concerns you and you can exercise this right by sending us your request with your name, address, email address to the following address: 10 Avenue du General de Gaulle, 67000 Strasbourg or by sending us an email at the following address: hello@greendeliverysystem.com

Article 8 - INDIVISIBILITY OF THE CONTRACTUAL CLAUSES

If one or several stipulations of the hereby Terms and Conditions should be declared null, this nullity will have no effect on the other stipulations that will remain valid and will continue to be applied.

Article 9 - CUSTOMER SERVICE

For any information or questions, you may contact ASSISTEC:

-By email at the following address: assistec.management@greendeliverysystem.com

-By mail at the following address: 10 Avenue du General de Gaulle, 67000 Strasbourg.

Article 10 - APPLICABLE LAW

The contractual information is available in French and English and the products available for sale are in accordance with the French regulations. If need be, the foreign client can verify with his/her local authorities the possibility of use of a product that he/she is considering purchasing. The ASSISTEC Company could not be held responsible in case of the non-respect of a foreign country's regulations.

The hereby Terms and Conditions are subject to French law. Any litigation relative to the interpretation and/or their execution falls under the competent French jurisdiction.

Any dispute relative to the training, execution and the cessation of the contractual obligations between the parties that cannot lead to a settlement out of court are subject to the jurisdiction of the city of Strasbourg (France) where the headquarters of the ASSISTEC Company are located.

