

IQEMUSU General Terms and Conditions of Sale

SAS with a capital of 10 000 €

Siren : 827 730 847 Rouen

Adress: 43 bis rue de la république Caudebec en Caux
76490 Rives en Seine, France

Adresse mail: info@iqemus.com

Site web : www.iqemus.com

These terms and conditions of sale shall exclusively apply to every sale of the firm IQEMUSU with a capital of 10 000€, headquartered at the 43bis Rue de la République 76490 Rives en Seine, registered in Rouen RCS under the number 827730847, hereafter named “**Iqemus**” and managing the website iqemus.com, to any natural person or legal entity, hereafter named “the Buyer”, who wants to place an order by using the website iqemus.com

Article 1. Object

These terms and conditions of sale aim to set out the contractual relations between **Iqemus** and the Buyer as well as the conditions that apply to any purchase made through the website iqemus.com. The acquisition of a product through this website implies an unconditional acceptance of these terms and conditions of sale by the Buyer which the Buyer declares to have fully acknowledged before placing an order. Before any transaction, the Buyer declares to have full legal capacity, which allows him to commit to these terms and conditions of sale.

The company Iqemus retains the right to modify at any time these terms and conditions of sale, with the objective to comply with any new regulation or to improve the use of its website.

Article 2. Products

The offered products are those which can be seen on the website iqemus.com of the company **Iqemus**, within the limit of available stocks. The company **Iqemus** retains the right to modify at any moment the products catalog. On the website, each product is displayed with a technical description. The pictures are as faithful as possible to the reality but do not commit Iqemus to anything. The sale of the products offered on the website iqemus.com are intended for every Buyer who lives in the countries that fully authorize the entry of these products into their territory. The Buyer takes full responsibility to make sure that the products he ordered can legally enter the country in which the address of delivery is located.

Concerning the shipping out of metropolitan France, the client commits to pay every tax induced by the importation of the products, custom duty, VAT, and any other due tax under the laws of the country where the products are delivered. **Iqemus** assumes no legal responsibility if the Buyer does not pay these taxes.

IMPORTANT : The products with an alcohol base are available for everyone (particular or professional Buyer) in France and in the rest of the world excepting the European Union. Indeed, the products that contain alcohol are subject to excise duty which are regulated by European regulations. In the EU (excepting France) these products are only for professionals. A pro forma invoice will be issued to the client, which will allow him to pay the excise duty to local tax authorities. Then, the client must send his authorized user number to the company Iqemus. The shipping will only be possible once Iqemus receives this number.

Article 3. Prices

The prices that are on the products sheets of the internet catalog are prices in Euros (€) including VAT (inc.VAT) that take into account the applicable VAT on the day of the purchase. Every change in the VAT rate can be reflected in products prices. Iqemus retains the right to change its prices at any time, being agreed that the price displayed in the catalog on the day when the order is placed will be the only one applicable to the Buyer. The displayed prices do not include shipping costs, which are invoiced on top of the price of the purchased products, and which can change depending on the total amount of the order. The shipping fees are specified during the purchasing process when the Buyer specifies the country of delivery, and confirmed in the summary of the order before paying. The shipping can be for free under specific conditions, which are clearly specified on the website.

Article 4. Order and terms of payment

When placing an order, the Buyer must enter the requested information to process and ship his order. He must then provide a valid email address to receive information to follow-up his orders' status. This email address will automatically be used to create an account on the website iqemus.com. Then, the Buyer will be able to log to the website iqemus.com and, through the section "My account", to review every information he previously provided. At each visit, the Buyer, if he wants to order or consult its account (orders status, profile, etc...), will have to log in using these informations. The Buyer selects the products that he wants to order in its « cart », do modifications if he wants to (quantities, references, etc...), specify the country of delivery to get an estimation of shipping fees, submit a coupon code if he owns one, then click on the button "Process to checkout". He can then log in with his account if he has one. If he is already logged-in, the information for the delivery and the billing will be filled out. He must verify the delivery address or fill out a new one. The shipping fees will be recalculated with the real delivery address. Then, the Buyer chooses his payment method among three possible ones: bank transfer, bankcard, or Paypal. At last, the final step allows him to check all the information, and to read and accept the general terms and conditions of sale by ticking the checkbox.

Depending on which payment method the Buyer chooses, the process will continue as following:

- **Payment by bank transfer:** The Buyer must confirm his order by clicking on the button « Place an order ». This last click will seal the contract with a payment obligation. To finalize his payment and allow his order to be processed, the Buyer must contact his bank to transfer the funds corresponding to the amount of his order to Iqemusu's bank account, of which details will be emailed to the Buyer in the purchase order confirmation email. When Iqemusu receives the funds, the order will be processed and the buyer will be notified by email.
- **Secured payment with bankcard:** After choosing this payment method, a section will appear on the website, allowing to enter the card number, its expiration date and its CVC code.

Iqemusu.com uses the STRIPE payment solution. This solution is PCI/DSS level 1 (the highest level for this certification) certified by VISA and Mastercard. This norm is an international security standard that aims to ensure the confidentiality and the integrity of cards owners' data, and so to secure card data and transaction data. Iqemusu will never know your bank information and keeps no information linked to the bank transaction.

The Buyer must confirm his order by clicking on the button "PLACE ORDER". If the payment is accepted, the order is registered and the contract sealed. The payment with bankcard is irrevocable. In case of a fraudulent use of his card, the Buyer can demand the cancellation of the payment, he will then be refunded or credited. To be refunded of the fraudulent debit the bankcard owner must contest the debit to his bank by a means and within a delay specified in his contract with his bank.

- **Secure payment with Paypal:** The buyer must confirm his order by clicking on the button « Pay with Paypal ». The Buyer is then redirected towards the secured Paypal interface to fill out securely all his Paypal account references to log in. Once logged-in to his account, he only needs to click on the button "PAY NOW". If the payment is accepted, the order is registered and the contract is sealed. The payment with a Paypal account is irrevocable.

The confirmation of an order implies the full acceptance of these terms and conditions of sale, the acknowledgement to be fully aware of them, and the renunciation to exercise one's own terms and conditions of purchase. All the data provided and the saved confirmation will act as a proof of the transaction. The company Iqemusu will email the purchase order confirmation to the Buyer on the email address he provided.

If the Buyer wants to contact the company Iqemusu, he can do so by sending a mail to the 43 bis 43 bis Rue de la République 76490 Caudebec en Caux; or by sending an email to info@iqemusu.com; or by calling the +33.679.706.629

Article 5. Reservation of ownership

The company Iqemusu retains the full ownership of the products on sale until the perfect receipt of the price, mainly, fees and taxes included.

Article 6. Withdrawal

According to the article L1216-20 of the French Consumer Code, the Buyer has a period of time of fourteen business days from the delivery onwards to use his withdrawal right and to return the product to the seller in order to trade it or to be refunded with no penalty, excepting the shipping fees to return the product. If a product has been opened, it will not be possible to return it.

Article 7. Delivery

The products are delivered at the address specified on the purchase order, which can only be inside the geographical zone that was agreed. The deliveries are ensured by La Poste via COLISSIMO, a delivery service with a tracking option, delivered in exchange of no signature. The delivery delays are given as an estimation; if they exceed more than 30 days from the order onwards, the sales contract can be terminated and the buyer can be refunded. The company **Iqemus** will email the tracking number of the package to the Buyer. The Buyer is delivered at home by the postman. If the Buyer is not at home, he will get a delivery notification from the postman that will allow him to withdraw the products from the closest post office, within a delay specify by the post services. The risks that come with the shipping are the responsibility of the Buyer from the moment the products leave Iqemus offices. The Buyer must check with the employee of La Poste's post office or with the postman, the condition of the packaging and its content when the delivery occurs. If the package was damaged during the transportation, every contest must be formulated to the carrier within a delay of three days from the delivery onwards.

Article 8. Warranty

Every products offered by the company **Iqemus** benefit from a legal warranty in agreement with the articles 1641 and those following in the French Civil Code. If a product sold is not faithful with the product that was purchased, it can be sent back to the company Iqemus who will take it back, trade it or refund it. Every claim, trade or refund requests must be formulated using the communication means specified in the article 4, within a delay of thirty days from the delivery onwards.

Article 9. Responsibility

In the remote sale process, the company Iqemus is only subject to an obligation of means. Iqemus cannot be held responsible for a damage that results from the use of the Internet network, such as a loss of data, an intrusion, a malware, a service failure, or any other unwilling problems.

Article 10. Intellectual property

Every element of the website iqemus.com are and will remain Iqemus's intellectual and exclusive property. No one is allowed to reproduce, exploit, or use for whatsoever purpose,

even partially, some elements of the website, whether they are a photograph, a logo, a visual or a text.

Article 11. Personal data

The company Iqemusu commits to preserve the confidentiality of data provided by the Buyer, which he would provide to use some of the services. Every data about him falls under the law n°78-17 of January the 6th of 1978. According to it, the web user enjoys a right to access, to modify and to delete any data about him. He can do so by himself in the tab “My account” on the website and he can demand it at any time by using the ways of contact specified in the article 4 of these General Terms and Conditions of Sale.

Article 12. Dispute settlement

These General Terms and Contions of Sale are under the French law. For every dispute or litigation, the relevant Court will be the Court of Paris. In case of discrepancies between the french and the english version, the french version will be the reference.