

These General Terms and Conditions of Sale (hereinafter the "T&Cs") are offered by HOORTRADE, a simplified joint-stock company with a capital of 2.000.000 euros, registered with the Lyon Trade and Companies Register under number 878 143 601 and whose registered office is located at 83/85 boulevard du parc de l'Artillerie in LYON (69007) (hereinafter "HOORTRADE").

Through its website available at the URLs www.sicaan.fr/ - www.sicaan.be/ - www.sicaan.it/ - www.sicaan.es/ - www.sicaan.de/ - www.sicaan.nl/ - www.sicaan.pl/ - www.sicaan.lu/ - www.sicaan.pt/ - www.sicaan.at/ - www.sicaan.ie/ - www.sicaan.dk/ - www.sicaan.fi/ - www.sicaan.se/ - www.sicaan.co.uk/ - www.sicaan.cz/ - www.sicaan.gr/ - www.sicaan.hr/ - www.sicaan.hu/ - www.sicaan.lt/ - www.sicaan.lv/ - www.sicaan.ro/ - www.sicaan.si/ - www.sicaan.sk/, HOORTRADE offers the sale of products dedicated to indoor and outdoor installation (hereinafter the "Products"), to any buyer, natural person, acting for purposes not falling within the scope of his professional activity and domiciled on French territory or in a Member State of the European Union (hereinafter the "Client").

Each Client acknowledges that they have been aware, in a legible and understandable manner, of these T&Cs as well as all the information necessary for the execution of these T&Cs, in accordance with Articles L.111-1 to L.111-8 and L.221-5 of the Consumer Code, prior to the conclusion of any contract with HOORTRADE.

1. APPLICATION AND ENFORCEABILITY OF THE GTC

1.1 These T&Cs apply, without restriction or reservation, to any order for Products placed on the Site by the Customer.

1.2 The purpose of these T&Cs is to define the conditions for ordering Products on the Site as well as the respective rights and obligations of each of the parties in the context of the supply of the Products.

1.3 Unless otherwise agreed in writing by the parties, these T&Cs take precedence over any clauses to the contrary resulting from general terms and conditions previously drafted and published on the Site. They apply to the exclusion of any other agreement.

1.4 These T&Cs are considered to be an integral and essential part of the contract concluded between HOORTRADE and each of its Clients. They are accessible at any time on the Site.

1.5 These T&Cs are systematically notified to the Client when validating their order, which implies full and unreserved acceptance of these T&Cs. This acceptance consists of ticking the corresponding box provided for this purpose. Ticking this box is deemed to have the same value as a handwritten signature from the Client.

1.6 HOORTRADE reserves the right to amend and/or adapt these GTC at any time. In this case, only the version in force on the day of the order on the Site is validly applicable to the Customer.

1.7 The fact that HOORTRADE does not avail itself of any of the provisions of these GTC at a given time cannot be interpreted as a waiver of the right to invoke them at a later date.

1.8 HOORTRADE invites each Client to read these T&Cs carefully, to print them and/or save them on any durable medium, before placing an order for Products on the Site.

2. CREATION / HOLDING OF A PERSONAL CUSTOMER ACCOUNT

2.1 The creation and/or holding of a personal customer account is a necessary and mandatory prerequisite in order to validate an order for Products on the Site.

2.2 The Client may create his/her personal account:

From the first visit to the Site or at any other time during a subsequent visit to the Site, from the tab provided for this purpose and accessible on all pages of the Site.

When placing an order on the Site, after having chosen the Products they wish to order and validated their "Shopping Cart".

2.3 In order to create a personal account, the Client must fill in all the required information about him/her, it being specified that any incomplete account creation cannot be validated. The login chosen by the Client cannot be changed. In the event of an error, the Client must recreate an account, it being specified that it is not possible to transfer data from one account to another account.

2.4 Under no circumstances can HOORTRADE be held liable for an error by the Client in his email resulting in the non-receipt of communications from HOORTRADE relating to the tracking of his order.

3. PLACING AN ORDER ON THE SITE

3.1 All orders for Products are made online through the Site. HOORTRADE strives to provide the most accurate visuals and descriptions possible for the Products. However, as these visuals and illustrative texts are not contractual, the Client cannot engage the liability of HOORTRADE in this respect. Minor differences in color, size, or texture between the delivered Product and its representation on the site may exist and shall not constitute grounds for complaint, refund, or compensation, as long as such differences do not affect the normal use of the Product.

3.2 The Client undertakes, before placing any order, to carefully read the assembly instructions for the Product

concerned accessible on the Site. This notice is the only authoritative document concerning the dimensions and technical specifications of the Products.

3.3 HOORTRADE does not accept any order for custom-made products that are not presented on the Site.

3.4 Provided that it is expressly proposed by HOORTRADE on the Site, the Client may:

Pre-order a Product that is out of stock and in the process of being restocked.

Order a Product in stock. In these two cases, the Client must pay the full amount of the order on the Site at the time of their order or pre-order.

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3.5 The Customer chooses directly on the Site the Product(s) he wishes to order and may, at any time, access the "My Basket" page in order to view the selected Products and validate them in order to place his order.

3.6 The Client must, in any event, log in to his personal account, if he has not done so beforehand, or failing that, create an account in order to place his order on the Site. As part of the finalization of their order, they will be required to provide additional information concerning their telephone number in order to facilitate the making of appointments for the delivery of their Products, as well as the delivery and billing address of their order. In this respect, the Client may not request delivery of the Products ordered in a country other than the one in which he has created his personal account. Certain cities or municipalities are excluded from delivery (see Appendix 2 of these GTC). In any case, all orders must be duly fulfilled and must contain this information strictly necessary for the order. The Client is responsible for the truthfulness, correctness and relevance of the data provided. Thus, HOORTRADE cannot be held responsible in the event of a delay in delivery due to an inaccurate or incomplete delivery address.

3.7 The Client may make changes, corrections, additions or even cancel their order, until it is validated on the order summary page, before payment.

3.8 Before validating the order, the Client must read these T&Cs and accept them in their entirety and without reservation.

3.9 After validation of the order and the delivery information, the Customer must choose the method of payment for their order in the space reserved for this purpose, add any discount code they have, and then validate the payment.

3.10 The contract is definitively concluded between HOORTRADE and the Client once the order confirmation has been received by the Client. This order confirmation contains these T&Cs in PDF format. The final order may not be cancelled, in whole or in part, by the Client, except by exercising the right of withdrawal provided for in Article 7. Consequently, in the event of an error in the order or a duplicate, the Client must contact HOORTRADE, which may allow the withdrawal of the order before delivery. In such a case, the withdrawal fee specified in paragraph 7 will be payable by the Client.

3.11 Any request relating to an order must be sent to HOORTRADE via the contact form dedicated to this purpose on the Site, accessible via the Client's personal account.

4. PRICES AND PAYMENT TERMS

PRODUCT PRICES

4.1 Access to the Site and the presentation of the Products is free of charge. Only the order of one or more Products will be subject to payment by the latter.

4.2 The applicable prices are those valid on the day of the order on the Site by the Client.

4.3 The prices of the Products and any additional costs related to the order are indicated, in a clear and comprehensible manner, on the order summary. Before placing the order, the Client is required to confirm this summary.

4.4 By validating their order, the Client acknowledges and accepts the price indicated for the Product at the time of purchase as firm and final. Any subsequent change in prices on the Site, upwards or downwards, will not affect orders that have already been validated. No refund request will be accepted in the event of a new price, lower or higher, for the Products on the Site. The Client is required to pay the price validated at the time of the order.

PAYMENT TERMS

4.5 Prices will be charged on the basis of the rates in force at the time of the order. An invoice summarizing all the Products ordered by the Client as well as their respective costs will be systematically sent to the Client.

4.6 The Client will pay the price of his order, directly on the Site, according to the method and payment option selected when placing his order, in accordance with the process provided for this purpose. Depending on the Client's country of residence, different payment methods are offered by HOORTRADE to the Client:

In the event of payment for an order or a pre-order with CB/Mastercard/Visa/PayPal/ SOFORT / GIROPAY / BANCONTACT / IDEAL / PRZELEWY24 / EPS / FINTECTURE, the Customer is debited when placing the order or pre-order.

In the event of payment for an order or pre-order with the payment solution in 3 or 4 instalments by credit card, a service provided by ALMA (Alma SAS), located at 176 Avenue Charles de Gaulle 92200 Neuilly-sur-Seine and registered with the Nanterre Trade and Companies Register under number 839 100 575, the Client is immediately debited for the first monthly payment when the order or pre-order is placed. Depending on the solution chosen, the monthly payments will be debited each month, on the anniversary date of the signing of the sales contract, until the full refund determined at the time of validation of the order. HOORTRADE does not act in any way as a lender within the meaning of Article L.311-1 of the Consumer Code. Any refusal by Alma to grant credit for an order may result in the cancellation of the order. Any termination of the T&Cs that bind the Client and HOORTRADE will result in the termination of the T&Cs or the credit agreement between Alma and the Client. Payment in three / four instalments is available via our partner Alma. The security of payments is ensured by ALMA and its service providers. All payments are protected by 3D Secure. Purchase amount: Only purchases between €50 and €4000 are eligible for payment with Alma Fees: By paying in several instalments with Alma, the Customer pays legal management fees which are indicated at the time of placing the order. Alma is a tele-payment manager and issues an electronic certificate that will serve as proof of the amount and date of the transaction in accordance with the provisions of articles 1316 et seq. of the Civil Code.

The amount is partly paid by a loan granted by Alma SAS, a payment institution and finance company approved by the ACPR under number 17408 - IPC code. In accordance with Article L.312-50 of the Consumer Code, in the event of payment in several instalments, including the payment of a deposit, the buyer is provided with a receipt on paper or any other durable medium equivalent to receipt and containing the full reproduction of the following provisions (Articles L. 312-52, L. 312-53 and L. 341-10 of the Consumer Code): Article L312-52: The contract for the sale or provision of services is terminated by operation of law, without compensation: 1° If the lender has not, within seven days of the borrower's acceptance of the credit agreement, informed the seller of the granting of the credit; 2° Or if the borrower has exercised his right of withdrawal within the period provided for in Article L. 312-19. However, when the borrower, by an express request, requests the immediate delivery or supply of the goods or the provision of services, the exercise of the right of withdrawal from the credit agreement does not automatically entail the termination of the contract for the sale or provision of services unless it takes place within three days of the acceptance of the credit agreement by the borrower. The contract shall not be terminated if, before the expiry of the periods mentioned in this article, the purchaser pays in cash. Article L. 312-53: In the event of termination of the contract of sale or provision of services provided for in Article L. 312-52, the seller or service provider shall reimburse, upon simple request, any amount that the buyer would have paid in advance of the price. Article L. 341-10: In the cases of termination of the contract of sale or provision of services provided for in Article L. 312-53, as of the eighth day following the request for reimbursement of any sum paid in advance by the buyer, this sum shall bear interest, by operation of law, at the rate of the legal interest increased by half.

4.7 The Client is informed that for any payment, HOORTRADE uses a secure payment system managed by the authorised payment providers CHECKOUT and PayPal.

4.8 Failure to pay on the due date will automatically result in the suspension or invalidation of the Client's order without prior notice of law and by operation of law, without prejudice to any other course of action.

SPECIAL OFFERS & PROMO CODES

4.9 Special offers and promotional codes (hereinafter "Offers") are temporary benefits offered to Customers to enable them to benefit from discounts or additional benefits when purchasing products or services. These Offers presented on the Site are valid as long as they are visible. The terms of use, validity and value of the Offers vary. For any questions relating to the use of the Offers, the Client may contact HOORTRADE via the contact form available on its website.

Use of offers

4.10 Offers are valid only once per order and apply to all eligible products. In order for the Offer to be validated at the time of purchase, the Customer must comply with the conditions required for the Offer to apply: minimum price, item selected, number of items, validity date, etc.

Cumulative Offers

4.11 Unless otherwise stated, Offers cannot be combined with other Offers.

Withdrawal and refund

4.12 The validation and payment of the order implies the full and unreserved acceptance of the price by the Client. The Client may not under any circumstances request a refund of his order if the Client validates the order without the Offer having been taken into account.

4.13 In the event of withdrawal of a purchase made with an Offer, the refund will only take into account the amount actually paid by the customer, after application of the Offer. The Offer used at the time of the order will not be reusable and will be considered expired after use.

Modification and cancellation of Offers

4.14 HOORTRADE reserves the right to modify or cancel any Offer, at any time, without prior notice. Changes to an Offer will not apply to orders already placed prior to the change.

5. PRODUCT DELIVERY

5.1 The Products ordered on the Site are delivered with all the corresponding instructions for use and installation. These documents may also be sent to the Client at his request. The Client is informed that in the event of an order for a

Product delivered in several packages, the corresponding instructions are inserted in only one of the packages delivered.

5.2 The Client is informed that the Products are delivered through a carrier authorised for this purpose. Delivery is free.

5.3 Unless otherwise stated on the Site during the order process or in the description of the Products ordered (in particular in the event of a reservation or pre-order of a Product), HOORTRADE undertakes to ship the said Products within 3 to 5 working days from the confirmation of the order, provided that no anomaly occurs during the order (incorrect address, duplicate order, contact via the contact form, etc.) The delivery times announced on the Site are in accordance with the practices of our authorized carriers, they may be extended in the event of an unusual anomaly during delivery (absent customer, wrong address, exceptional conditions, etc.). In any event, the Products ordered, excluding pre-orders, will be delivered within a maximum period of thirty (30) days from the conclusion of the contract with the Client. Pre-orders ensure that the Customer reserves the stock of goods in transit. The Client acknowledges that, in the event of a pre-order, the delivery time will be extended. Delivery times are expressed in working days and are given for information purposes only. Any delivery made within this thirty (30) day period, excluding pre-orders, shall not constitute grounds for a claim, request for refund or compensation.

5.4 Delivery shall take place to the address indicated by the Customer. HOORTRADE does not have the possibility to change the address after the validation of the order. Any absence of the Client during the delivery appointment agreed with the carrier, including in the event of an error in the delivery address and/or difficulties in reaching the Client, will be equivalent to a refusal by the Client to take possession of the Products. In such a case, HOORTRADE shall be entitled to invoice the Client for all or part of the additional costs related to the need to make a new delivery of the Product(s), of which the Client will have been informed in advance

5.5 In the event that the Client does not receive the Product(s) ordered, without justification of an error attributable to HOORTRADE, HOORTRADE reserves the right to charge the Client costs for retrying delivery or return calculated in accordance with the return cost schedule provided for in Article 7.7.

5.6 Upon delivery, the Client shall take care to immediately check the number of parcels delivered as well as their condition. The Client may refuse a package at the time of delivery if it notices an anomaly concerning the delivery (damage, damaged or opened package, broken or damaged Products, etc.). In the event of a package missing from the delivery, the Customer must indicate this on the delivery note, mentioning the reference of the missing package, and take possession of the other packages. The Client then has a period of three (3) days to confirm this damage to the carrier, and to inform HOORTRADE, by registered letter with acknowledgement of receipt. Otherwise, the carrier cannot be held liable. If the Product(s) ordered by the Client have been damaged or damaged during transport to the agreed place of delivery or in the absence of one or more parcels, the Client must imperatively formulate, at the time of delivery, any useful, precise and justified reservation on the delivery note presented to him by the carrier. These reservations must be formulated in a clear and detailed manner (mention of the missing or damaged packages and the number concerned among the packages delivered, description of the problem encountered and the resulting damage). General formulations, such as "subject to opening" or "subject to verification or inventory of the package" do not constitute precise and reasoned reservations as expected by HOORTRADE and have no value.

5.7 The Client is duly informed that neither the carrier nor HOORTRADE shall be liable for the receipt of parcels by a person authorised by the Client and who accepts delivery without reservation. HOORTRADE must in any event be informed of such a situation as soon as possible in order to allow it to contact the carrier concerned and determine the follow-up to be given to the order delivered. As such, the Customer is asked to document the problems encountered (photo, comments on the delivery note) in order to facilitate the processing of returns with the carrier. In the absence of any reservation expressed at the time of delivery, the Client acknowledges that he has received Products in accordance with his order and in apparent good condition, without prejudice to the Client subsequently invoking the applicable legal guarantees, subject to the fulfilment of the required conditions.

5.8 If the Client's parcel is returned to HOORTRADE due to an anomaly or damage, HOORTRADE will contact the Client upon receipt of the returned parcel to ask for the follow-up to be given to his order. If the Client has refused the package by mistake, he may request that it be returned by paying the costs relating to the new shipment in advance. These costs will also have to be paid for orders for which the shipping costs were free at the time of the order.

5.9 Any delay in delivery in relation to the date or deadline indicated to the Client at the time of the order or, in the absence of a date or deadline at the time of the order, greater than thirty (30) days from the conclusion of the contract may result in the cancellation of the sale at the initiative of the Client, upon written request from the Client by registered letter with acknowledgement of receipt, if after ordering HOORTRADE to make the delivery, he has not complied. The Client will then be reimbursed for all sums paid, at the latest within fourteen (14) days of the date on which the contract was terminated. This clause is not intended to apply if the delay in delivery is due to a case of force majeure.

6. INVENTORY BEFORE ASSEMBLY

After delivery of their order and before any request for HOORTRADE's after-sales service, the Client must ensure that they have checked all the parts contained in the delivered packages within a maximum period of fourteen (14) calendar days. This complete verification is imperative in order to limit the multiple recourse to HOORTRADE's after-sales service and thus allow HOORTRADE to respond to the Client's request(s) in one go and as soon as possible. Otherwise, HOORTRADE's response times may be extended.

7. RIGHT OF WITHDRAWAL

7.1 The Client has a period of fourteen (14) clear days from receipt of the Products in order to exercise his right of

withdrawal with HOORTRADE, under the legal conditions in force referred to in the Consumer Code, without having to justify any reason or pay any penalties, other than the return costs referred to in Article 7.7.

If the Customer wishes to exercise his right of withdrawal on Products purchased during a bundled promotional offer, understood as the attribution of an advantage (free of charge, price reduction) on one or more Products conditional on the purchase of a Main Product, he may only exercise this right in compliance with the following terms:

Offer with free delivery of a Secondary Product:

In the event of withdrawal relating to all the Products making up the offer, the Client will be reimbursed for the full price actually paid;

In the event of a withdrawal relating only to the Main Product, the Client will be required to (i) return the Secondary Product offered or (ii) pay its unit value of the Secondary Product before application;

In the event of withdrawal relating only to the Secondary Product, the Client acknowledges that no refund will be due to him, as this Product has been provided free of charge.

Price Reduction Offer (Discount) of a Secondary Product:

In the event of withdrawal relating to all the Products making up the offer, the Client will be reimbursed for the full price actually paid;

In the event of withdrawal relating only to one of the Products making up the offer, the Client will only be reimbursed for the price actually paid for the Product concerned.

7.2 If the Client intends to exercise his right of withdrawal, he must inform HOORTRADE of his decision to withdraw from the contract concluded by the shipment, before the expiry of the above-mentioned period:

With the form attached to these T&Cs, in Appendix 1 and sent either by post with acknowledgement of receipt, or via the contact form available from the Site's customer area.

Any other explicit, unambiguous statement expressing a willingness to withdraw (e.g., a letter sent by registered mail with acknowledgement of receipt).

7.3 In any event, the Client must indicate an unambiguous and unequivocal desire to withdraw.

7.4 When HOORTRADE receives the duly completed withdrawal form, it will send the Client, without delay, an acknowledgement of receipt of its withdrawal on a durable medium, to the email address provided by the Client when placing the order.

7.5 Any return of a Product by the Client to HOORTRADE before receipt of the acknowledgement of receipt and/or a written confirmation from HOORTRADE mentioning the place/site to which this Product is to be returned, will be refused by HOORTRADE and returned to the sender.

7.6 In any event, the Client shall be obliged to return the Products to HOORTRADE or any other person designated by HOORTRADE, without undue delay, and at the latest within fourteen (14) days following the communication of its decision to withdraw. In any event, the Client must return the Product(s) concerned to HOORTRADE in packaging that is sufficiently suitable to ensure their protection during transport and acceptable from the carrier's point of view, and in the condition in which they were received, together with the instructions sent and/or any accessories and/or any other document originally provided.

7.7 The Client remains free to return the Products to HOORTRADE by its own means and at its own expense, subject to prior compliance with the above-mentioned withdrawal formalities. However, and given the nature of the Products, HOORTRADE offers the Client a service for returning the Products due to their volume and/or weight. The costs of returning the Products vary depending on the weight of the package and the country indicated in the delivery address of the order (see table below).

ZONE 1: France

ZONE 2: Germany, United Kingdom, Belgium, Netherlands, Luxembourg

ZONE 3: Italy, Spain, Poland, Austria, Portugal, Czech Republic

ZONE 4: Denmark, Ireland, Croatia, Hungary, Lithuania, Latvia, Slovenia, Slovakia

ZONE 5: Finland, Sweden, Greece, Romania

PACKAGE WEIGHT UP TO (in KG)	RETURN SHIPPING COSTS BY PARCEL INCL. VAT (ZONE 1)	RETURN SHIPPING COSTS BY PARCEL INCL. VAT (ZONE 2)	RETURN SHIPPING COSTS BY PARCEL INCL. VAT (ZONE 3)	RETURN SHIPPING COSTS BY PARCEL INCL. VAT (ZONE 4)	RETURN SHIPPING COSTS BY PARCEL INCL. VAT (ZONE 5)
< 1	9 €	10 €	11 €	12 €	13 €
1	23 €	32 €	34 €	38 €	41 €
2	23 €	33 €	35 €	39 €	42 €
3	24 €	33 €	35 €	39 €	42 €

4	24 €	33 €	35 €	39 €	42 €
5	24 €	34 €	36 €	40 €	43 €
6	24 €	34 €	36 €	40 €	43 €
7	25 €	34 €	36 €	40 €	43 €
8	25 €	35 €	37 €	41 €	44 €
9	25 €	35 €	37 €	41 €	44 €
10	25 €	35 €	37 €	41 €	44 €
11	26 €	36 €	38 €	42 €	45 €
12	26 €	36 €	38 €	42 €	45 €
13	26 €	36 €	38 €	42 €	45 €
14	26 €	37 €	39 €	43 €	46 €
15	26 €	37 €	39 €	43 €	46 €
16	27 €	37 €	39 €	43 €	46 €
17	27 €	38 €	40 €	44 €	47 €
18	27 €	38 €	40 €	44 €	47 €
19	27 €	38 €	40 €	44 €	47 €
20	27 €	38 €	40 €	44 €	47 €
21	27 €	38 €	40 €	44 €	47 €
22	27 €	38 €	40 €	44 €	47 €
23	27 €	39 €	41 €	45 €	48 €
24	27 €	39 €	41 €	45 €	48 €
25	27 €	39 €	41 €	45 €	48 €
26	27 €	40 €	42 €	46 €	49 €
27	28 €	40 €	42 €	46 €	49 €
28	28 €	40 €	42 €	46 €	49 €
29	28 €	41 €	43 €	47 €	50 €
30	28 €	41 €	43 €	47 €	50 €

Any useful verification is, in any case, carried out by HOORTRADE upon receipt of the Products. In order for HOORTRADE to be able to carry out the necessary checks and manage its withdrawal request in optimal conditions, HOORTRADE strongly recommends that the Client send it a photograph of the returned Product(s) and the package(s) before shipment. HOORTRADE asks the Customer to remove the outbound transport labels from the Parcels.

In accordance with the legal framework of the right of withdrawal, HOORTRADE reserves the right to hold the Client liable in the event of depreciation of the Products resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of these Products. When such a depreciation is noted on the return of the Products, HOORTRADE may, on a case-by-case basis, justify the depreciation of the value of the Product on the Client's reimbursement in accordance with the faulty manipulations for which the latter is responsible.

7.8 In the event of the Client exercising its right of withdrawal, the full amount paid by the Client will be reimbursed to the Client by HOORTRADE, without undue delay, within fourteen (14) days from the date on which HOORTRADE is informed of the Client's decision to withdraw. The corresponding return costs will be deducted from the refunded amount. This refund may be deferred until the Products have been collected or until the Consumer Customer has provided proof of shipment of these Products with a photograph of the Product and the package, whichever comes first. The refund will be made using the same means of payment as that used when placing the order, unless the Client expressly agrees to the use of another means of payment and provided that the refund does not incur any costs for the Client.

8. PRODUCT WARRANTY

Legal guarantees

"The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.

Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee shall apply to that digital content or digital service throughout the period of supply. During that period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date on which it appeared.

The legal guarantee of conformity entails an obligation for the professional, if applicable, to provide all the updates necessary to maintain the conformity of the property.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of their request, free of charge and without major inconvenience to them.

If the product is repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial warranty.

If the consumer requests the repair of the goods, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by being reimbursed in full against return of the goods, if: 1° The professional refuses to repair or replace the goods; 2° The repair or replacement of the property takes place after a period of thirty days; 3° The repair or replacement of the goods causes a major inconvenience for the consumer, in particular when the consumer definitively bears the costs of taking back or removing the non-compliant goods, or if he bears the costs of installing the repaired or replacing goods; 4° The non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into compliance.

The consumer is also entitled to a reduction in the price of the goods or to the termination of the contract when the lack of conformity is so serious that it justifies the immediate reduction of the price or the termination of the contract. The consumer is then not required to request the repair or replacement of the goods beforehand.

The consumer does not have the right to cancel the sale if the lack of conformity is minor. Any period of immobilization of the property with a view to its repair or replacement suspends the warranty that remained to run until the delivery of the refurbished item. "The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

The seller who obstructs the implementation of the legal guarantee of conformity in bad faith incurs a civil fine of a maximum amount of 300,000 euros, which can be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).

The consumer also benefits from the legal warranty against latent defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the holder to a price reduction if the item is kept or to a full refund against return of the item.

8.1 All Products acquired on the Site benefit from the following legal guarantees, provided for by the Civil Code and the Consumer Code.

8.2 The Client is however duly informed that any modification, cutting or customisation of one or more parts of the Products delivered prevents the application of the associated legal guarantees, defined below.

Legal guarantee of conformity

8.3 According to Articles L.217-3 et seq. of the Consumer Code, "the seller delivers goods that comply with the contract and the criteria set out in Article L.217-5" and "he is liable for any lack of conformity existing at the time of delivery of the goods within the meaning of Article L. 216-1, which appear within two years of the delivery". The seller "shall also be liable, during the same periods, for any lack of conformity resulting from the packaging, assembly instructions, or installation when this has been charged to him by the contract or has been carried out under his responsibility, or when the incorrect installation, carried out by the consumer as provided for in the contract, is due to gaps or errors in the installation instructions provided by the seller". The guarantee of conformity may be exercised if a defect should exist on the day of taking possession of the Product.

8.4. Under the terms of Article L.217-4 of the Consumer Code, a Product is considered to be in conformity with the contract:

1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristic provided for in the contract;

2° It is suitable for any special use sought by the consumer, brought to the attention of the seller at the latest at the time of the conclusion of the contract and which the latter has accepted;

3° It is delivered with all accessories and installation instructions, to be supplied in accordance with the contract;

4° It shall be updated in accordance with the contract. ».

In addition, a Product is considered compliant if it meets the criteria set out in Article L.217-5 of the Consumer Code:

1° It is suitable for the use usually expected of goods of the same type, taking into account, where appropriate, any provision of European Union and national law as well as all technical standards or, in the absence of such technical standards, the specific codes of conduct applicable to the sector concerned

2° Where applicable, he possesses the qualities that the seller presented to the consumer in the form of a sample or model, before the conclusion of the contract;

3° Where applicable, the digital elements contained therein shall be provided in accordance with the most recent version available at the time of conclusion of the contract, unless the parties agree otherwise;

4° Where applicable, it is delivered with all accessories, including packaging, and installation instructions that the consumer can legitimately expect;

5° Where applicable, it is provided with the updates that the consumer can legitimately expect, in accordance with the provisions of Article L. 217-19;

6° It corresponds to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, that the consumer can legitimately expect for goods of the same type, having regard to the

nature of the good as well as to the public declarations made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling. ».

8.5. Lack of conformity of new goods that appear within twenty-four (24) months of the delivery of the goods shall, in the absence of proof to the contrary, be presumed to exist at the time of delivery, unless this presumption is incompatible with the nature of the goods or the defect invoked.

8.6 However, in accordance with Article L.217-7 of the Consumer Code, this presumption does not apply if it "is incompatible with the nature of the [Product] or the alleged lack of conformity". In this respect, HOORTRADE may analyse the disputed Product in order to determine whether or not the defect identified existed on the day of delivery of the Product to the Client. However, after the legal deadline, it will be up to the Client to prove that the defect existed at the time of taking possession of the Product.

8.7. To enable HOORTRADE to rebut the presumption of conformity, any request for replacement or repair of non-conforming products under the legal guarantee of conformity must be accompanied by photographs in order to facilitate the processing of the request and to allow HOORTRADE to make the necessary findings.

8.8 In accordance with Article L.217-8 of the Consumer Code, "in the event of a lack of conformity, the consumer has the right to have the goods brought into conformity by repair or replacement, or failing that, to a reduction in the price or to the termination of the contract." However, Article L217-12 of the Consumer Code specifies that "the seller may not proceed according to the choice made by the consumer if the requested compliance is impossible or entails disproportionate costs with regard to, in particular: 1° The value of the good in the absence of a lack of conformity; 2° The extent of the lack of conformity; and 3° The possibility of opting for the other choice without major inconvenience for the consumer. The seller may refuse to bring the property into compliance if this is impossible or entails disproportionate costs, in particular with regard to 1° and 2°". ». HOORTRADE undertakes to offer the Client as a priority, and to give priority, to the replacement of non-compliant parts of the Product. The replacement of the Product will be considered as a first resort in cases of manifest impossibility of compliance by repairing the goods.

8.9. The Client may not request a reduction in the purchase price of the Product or the cancellation of the sale against reimbursement of the price when compliance takes place beyond a period of thirty (30) days following the Client's request, if the exceeding of this period is attributable to the Client, in particular due to its failure to respond to HOORTRADE's requests in order to process its request.

8.10. Under the terms of Article L.217-3 of the French Consumer Code, the action resulting from the lack of conformity benefits from the limitation period of Articles 2224 et seq. of the French Civil Code.

8.11 The statutory guarantee of conformity applies independently of any commercial guarantee granted.

Legal warranty against hidden defects

8.12 According to Articles 1641 to 1649 of the Civil Code, the Client may request the exercise of the warranty against latent defects if the defects presented did not appear at the time of purchase, are prior to the purchase, and are sufficiently serious (the defect must either render the Product unfit for the use for which it is intended, or reduce this use to such an extent that the Buyer would not have purchased the Product or would not have purchased it at such a time). price if he had known of the defect).

8.13 Complaints or requests for reimbursement for a non-compliant Product must be made by post or via the contact form dedicated to this purpose and accessible on the Site from the customer area. The Customer will be reimbursed for the amount of his order using the same means of payment as that used for the initial transaction. The costs of the refund procedure (in particular the cost of returning the Product concerned) will remain at the expense of HOORTRADE.

8.14 In the event of the discovery of a hidden defect, HOORTRADE endeavours to give priority, as far as possible, to the replacement of the defective part or Product in order to guarantee a quick and efficient resolution of the problem. Nevertheless, in accordance with Article 1644 of the Civil Code, the customer retains the right to opt for the cancellation of the sale, or a reduction in the price, according to his preference.

8.15 In accordance with Article 1648 paragraph 1 of the Civil Code, the Client is informed that "the action resulting from the redhibitory defects must be brought by the purchaser within two years of the discovery of the defect".

COMMERCIAL GUARANTEES

Engine repair guarantee

8.16 In addition to the legal guarantee of conformity, HOORTRADE offers the Client a commercial guarantee covering the repair of the mechanical elements of the swing gate and sliding gate motorisations (hereinafter, the "Equipment").

8.17 Any request for the implementation of this guarantee will give rise to a diagnosis of the Equipment by HOORTRADE. The handling of the Customer's request will vary according to the following situations:

8.17.1. In the event of an impossible repair, HOORTRADE will replace the Product with an identical or equivalent product.

8.17.2. If the repair request is made during the twenty-four (24) month period covered by the legal guarantee of conformity, HOORTRADE will repair the Equipment at no cost to the Client, unless the latter chooses to opt for the replacement of the Product in accordance with the choice made under the legal guarantee of conformity under the conditions of Article 8.5 of these T&Cs. Any repair carried out within this period will result in a six (6) month extension

of the legal guarantee of conformity, in accordance with Article L.217-3 of the Consumer Code.

8.17.3. If the repair request is made beyond the twenty-four (24) month period covered by the legal guarantee of conformity, HOORTRADE will invoice for the repair of the Equipment, on the basis of a quote previously validated by the Client.

8.18 HOORTRADE undertakes to take care of the recovery of the Equipment for repair. HOORTRADE also undertakes to return the repaired Equipment to the Client, at no additional cost to the latter.

8.19 This commercial warranty does not cover damage resulting from misuse, neglect, failure to follow installation, use and maintenance instructions, modification or repair of the Product by a third party provider.

9. RESPONSIBILITY

9.1 Each of the parties shall be liable for the consequences resulting from its faults, errors or omissions and causing direct damage to the other party.

Responsibility of the Client

• 9.2 The Products are designed to be installed and used under normal use and maintenance. In the event of damage caused to the Product by extreme weather conditions (storms, hail, floods, strong winds, etc.), HOORTRADE cannot be held responsible for the repair or replacement of these Products. Damage resulting from extreme weather events or unforeseeable events beyond the control of HOORTRADE, is the sole responsibility of the Client. Damage caused by bad weather may be covered by the home insurance taken out by the Client. The Client is advised to check with their insurer that their home insurance policy includes coverage for such damages. The Client must turn to his home insurance for any compensation relating to damage caused by extreme weather events.

9.3 In accordance with Article L216-2 of the Consumer Code, any risk of loss or damage to the Product is transferred to the consumer at the time he or she has taken physical possession of it. As such, damage caused by acts of vandalism occurring after the delivery of the Product is the exclusive responsibility of the Client. Such damage may be covered by the home insurance taken out by the Client. The Client is advised to check with their insurer that their contract includes coverage for this type of claim.

It is recommended that the Client take out insurance covering the risks of vandalism.

9.4 The Client is solely responsible for the quality, precision, relevance and accuracy of the information he or she provides on the Site for the purpose of placing and validating his or her order. Any error on its part as to the information communicated to HOORTRADE when placing its order and likely to impact the delivery of the Products ordered may give rise to a new invoicing by HOORTRADE of the costs necessary to schedule a new delivery. HOORTRADE cannot be held liable in this respect.

9.5 The Client is solely liable to HOORTRADE and, where applicable, to third parties for any damage, of any nature whatsoever, caused by information communicated, transmitted or disseminated when placing its order and applying these T&Cs, as well as for any breach by it of these contractual provisions.

9.6 The Client is solely responsible for the choice of the Products he orders through the Site.

9.7 The assembly and assembly of the delivered Product(s) is carried out under the sole responsibility of the Customer. Similarly, any cutting of the Product or modification of a part making up the Product is carried out under the sole responsibility of the Client. Under no circumstances can HOORTRADE be held liable for assembly that does not comply with the rules of the art or the assembly and use instructions.

9.8 To ensure that the Client's complaint is properly handled, the Client must examine the condition and contents of its parcel on the day of delivery in order to formulate the necessary reservations under the conditions referred to in Article 5) and immediately notify HOORTRADE via the contact form of any defect found. In the event of a defect, the Client must not proceed with the assembly of the Product before the processing of its claim by HOORTRADE. In the event of assembly of the product, HOORTRADE cannot be held responsible for any defects found once the product has been assembled. Consequently, if the Client does not inform HOORTRADE of the existence of a defective part and assembles it as part of the assembly of the Product, it will not be able to rely on the lack of conformity of the part.

9.9 When he entrusts the assembly and installation of the Product, or a spare part, acquired to a third-party professional service provider or installer, at his own expense, the latter remains solely responsible for the assembly, the means implemented for this purpose and for any damage likely to result for the Client and/or the Product during or at the end of its installation. In the event of intervention by a third-party professional service provider or installer hired by the Client, HOORTRADE will not cover the costs associated with this intervention, including those relating to the replacement of parts or repair. All costs related to this intervention remain the sole responsibility of the Client.

HOORTRADE cannot in any event be held liable in this respect. Any request made to HOORTRADE's after-sales service in this case will be rejected by HOORTRADE. Any possible defect in the structure or shape of a part composing the Product before its assembly, drilling, etc. must, in this case, be notified to HOORTRADE without delay, it being specified that the Client then undertakes to suspend the assembly entrusted to the third-party professional. HOORTRADE cannot be held liable for the defect found if the disputed part is installed or incorporated into the structure of the Product, despite the notification sent to HOORTRADE.

Liability of HOORTRADE

9.10 HOORTRADE shall implement all necessary measures to ensure that the Client is supplied with quality Products in optimal conditions. HOORTRADE assumes full responsibility for the Products offered to Clients on the Site and will deal solely with any potential claims relating to said Products.

9.11 However, HOORTRADE cannot be held liable for any damage, which may be attributable either to the Client itself, or to the unforeseeable and insurmountable act of a third party not to the contract, or to a case of force majeure.

9.12 In addition, the Client shall not be liable for any damage suffered by the Client as a result of misuse or assembly/assembly of the Products that does not comply with the instructions, whether this installation is carried out by the Client itself or by a third-party service provider appointed by the Client.

9.13 In the event of a complaint by the Client related to a defect found on a Product, HOORTRADE undertakes to acknowledge receipt of the Client's request within forty-eight (48) working hours of receipt of the Client's complete file (reference, quantity, photos, any information requested by HOORTRADE). In the event of a defect found on a Product and confirmed by HOORTRADE, HOORTRADE undertakes to offer the Client a solution adapted to his request within fourteen calendar days of confirmation that the claim has been taken care of. This solution will be implemented, provided that the Client responds promptly to HOORTRADE's requests and actively cooperates in the processing of his complaint.

Extended producer responsibility

9.14 Hoortrade is registered with ADEME, through the following bodies, in accordance with its obligations with regard to the responsibility of producers incumbent on it under the AGEC law:

LEKO under the unique identifier FR341859_01RGTM for the management of household packaging

Ecohouse under the unique identifier FR341859_10VDLX for the management of used furniture

Ecosystem under the unique identifier FR341859_05DKYV for the management of waste electrical and electronic equipment

Valdelia under the unique identifier FR341859_04ULNJ for the management of building construction products and materials

10. TAKEOVER OF OLD NON-MARKETED PRODUCTS BY HOORTRADE

As part of the application of the AGEC law, you can have your old product trade-in free of charge for the purchase of a new equivalent product, under specific conditions. Trade-in is possible for a product of equivalent type to the purchase product and of equivalent volume. If you wish to benefit from this trade-in, we invite you to contact our customer service before placing your order, who will check if you are eligible for the conditions and who will take care of organising the trade-in.

Take-back of small products

10.1 Hoortrade will not take back small used products from your home when new products purchased on its website are delivered. These can be dropped off free of charge at one of the collection points of your choice which you will find on the following link: quefairedemesdechets.ademe.fr/ or at any eco-organisation that collects waste from the products concerned. A small product is any product that can be transported without equipment, i.e. a product weighing less than 20 kg and whose dimensions (width + length + height) are less than 2 metres.

Take-back of bulky products

10.2 If you purchase a bulky product on the Site, you may request to take back a product of an equivalent nature and size. The trade-in product must be in quantities equal to or less than the product(s) purchased by you from Hoortrade.

The product must be dismantled before being taken back and packed in one or more boxes whose dimensions may not exceed 200cm in length and 30kg per box, so as to have identical dimensions to the products delivered. Used products must be made available and ready for collection on the day of the return. The product taken back must not endanger the safety and health of the carrier.

The take-back must have been notified before the order is placed on the site. It may take place at the time of delivery of the new product or at a later time. The carrier will be entitled to refuse the return of your used product if it does not comply with the conditions detailed above.

11. CUSTOMER REVIEW

11.1 The Site has set up a solution for collecting, disseminating and controlling reviews relating to the Customers' experience with regard to their order as well as the Products offered. Reviews are always collected based on actual experience of purchasing and using Products in accordance with the Omnibus Directive.

11.2 Following their purchase, the Customer may be contacted by email by SKEEPERS, through its VERIFIED REVIEWS solution, in order to post a review relating to their purchase experience as well as their experience of using the Products purchased.

11.3 The Client has the possibility to leave a review for a period of three months following the invitation sent by email. Consumers who have filed a review will be able to modify it for a period of three months following its writing. Beyond

that, he can only ask for the withdrawal of his opinion.

11.4 The Customer undertakes to leave a review based on their actual experience with the brand and the product. It must not be considered unintelligible, inappropriate, abusive, defamatory, discriminatory, accusatory, racist, or involving a call for legal action. The review rating and comment should also be relevant to the topic being noted and should match each other. The review must not be intended to bias the average of the rated company, contain concrete elements of conflicts of interest, or mention the name of a competitor and/or encourage purchase from the competition. The review must not contain promotional or spammy material, and/or mention other websites. The review must not contain any personal information or any other information that could identify the reviewer, contact the reviewer, or lead to identity theft. In the event of a breach, the notice will be automatically rejected.

11.5 The Site reserves the right to contact the Client again following his opinion as well as to respond directly to it within the framework of his right of reply.

11.6 By depositing their review on the Site, the Client assigns to Hoortrade the right to reproduce, represent, translate, adapt and exploit all or part of the review, by any technical and/or digital means known or unknown to date, in any format and on any type of medium. This transfer of economic rights is granted free of charge and not exclusively, for the whole world and for the entire legal term of protection of intellectual property rights from the filing of the notice by the Client.

12. INTELLECTUAL PROPERTY

12.1 The Site, as well as the databases, texts, documents, information, images, photographs, graphics, logos, or any other data are protected under Articles L.111-1 et seq. of the Intellectual Property Code and remain the exclusive property of HOORTRADE or, where applicable, of their respective owners from whom HOORTRADE has obtained the necessary operating authorizations.

12.2 HOORTRADE remains the owner of all intellectual property rights registered and registered with the National Institute of Intellectual Property (INPI) and relating to the Site, as well as all intellectual property rights and copyrights relating to any other distinctive sign belonging to it.

12.3 Any reproduction and/or representation, downloading, translation, adaptation, exploitation, distribution, dissemination and/or communication, in any form whatsoever, whether commercial or not, of all or part of the Site or any of the intellectual property rights belonging to HOORTRADE is strictly prohibited. The Client shall also refrain from any act or act likely to directly or indirectly infringe HOORTRADE's intellectual property rights.

12.4 In the event that an infringement is made of the intellectual property rights relating to the Site or the rights of HOORTRADE, the Client is invited to report it to HOORTRADE via the contact form in the Site's customer area.

13. PERSONAL DATA PROTECTION

13.1 The Client is informed that the creation of his/her personal account as well as the placing and validation of his/her order on the Site give rise to the collection and processing by HOORTRADE of personal data concerning him/her, the use of which is subject to the provisions of Law No. 78-17 of 6 January 1978 relating to Information Technology, and European Regulation 2016/679 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 (hereinafter the "GDPR").

13.2 HOORTRADE makes available to the Client, on its Site, a privacy policy accessible at the following URL address www.sicaan.fr/ - www.sicaan.be/ - www.sicaan.it/ - www.sicaan.es/ - www.sicaan.de/ - www.sicaan.nl/ - www.sicaan.pl/ - www.sicaan.lu/ - www.sicaan.pt/privacy - www.sicaan.at/privacy/ - www.sicaan.ie/privacy/ - www.sicaan.dk/privacy/ - www.sicaan.fi/privacy/ - www.sicaan.se/privacy/ - www.sicaan.co.uk/privacy/ - www.sicaan.cz/privacy/ - www.sicaan.gr/privacy/ - www.sicaan.hr/privacy/ - www.sicaan.hu/privacy/ - www.sicaan.lt/privacy/ - www.sicaan.lv/privacy/ - www.sicaan.ro/privacy/ - www.sicaan.si/privacy/ - www.sicaan.sk/privacy/, and describing the principles of collection and processing of personal data practiced by HOORTRADE, as well as the rights that the Client has with regard to its data.

14. LANGUAGE OF THE GTCS

14.1 These T&Cs are written in French.

14.2 In the event that they need to be translated into one or more languages, only the French version of the text will prevail in the event of a dispute.

15. APPLICABLE LAW AND JURISDICTION

15.1 These T&Cs are governed by French law.

15.2 In the event of a dispute to which these T&Cs (or any of their clauses) and/or the relationship between the parties may give rise, the Client may, at its choice, in addition to one of the courts with territorial jurisdiction under the Code of Civil Procedure, bring an action against the court of the place where it resided at the time of the conclusion of the contract or the occurrence of the harmful event.

15.3 According to Article L.612-1 of the Consumer Code, it is recalled that "every consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of the dispute between him and a

professional. To this end, the professional guarantees the consumer effective recourse to a consumer mediation system".

15.4 In accordance with Ordinance No. 2015-1033 of 20 August 2015 and Implementing Decree No. 2015-1382 of 30 October 2015, any dispute or so-called consumer dispute, subject to Article L.612-2 of the Consumer Code, may be settled amicably by mediation at the CMAP - Centre de Médiation et d'Arbitrage de Paris.

15.5 To submit their dispute to the mediator, the Client may:

(i) fill in the form on the CMAP's website: www.mediateur-conso.cmap.fr; or

(ii) send their request by simple or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS; or

(iii) send an email to consommation@cmap.fr.

15.6 It is recalled that mediation is not compulsory, unless otherwise provided by law, and is offered in order to resolve disputes by avoiding recourse to the courts.

Appendix 1 - Model withdrawal form

(Please complete and return this form only if you wish to withdraw from the contract)

Attn: HOORTRADE, 83-85 boulevard du parc de l'Artillerie - 69007 LYON - France

I hereby notify you of my withdrawal from the contract relating to Order Number: _____

And regarding the Product(s) below:

Received: __ / __ / ____

My name and address:

I accept the return service offer offered by Hoortrade (paragraph 7.7 of the GTC)

Date: __ / __ / ____

Signature (only in case of paper notification of this form):

Appendix 2 - List of postal codes not delivered by HOORTRADE

Pays	Ville	ZIP Codes
Spain	Ceuta	51001 → 51005
	Melilla	52001 → 52005
	Canary Islands	35XXX
	Balearic Islands	07XXX
UK	Isle of Wight	PO30 to PO41
	Anglesey (Ynys Mon)	LL58 to LL78
	Shetland	EA1 to EA3
	Orkney Islands (Orkney)	KW15 to KW17
	Outer Hebrides	HS1 to HS9
	Mull	PA64 to PA75
	Skye	IV41 to IV56
	Islay	PA42 to PA49
	Arran	KA27
	Bute	PA20 to PA21
	Coll & Drawn	PA77, PA78
	Holy Island (Anglesey)	LL65
	Portland	T5D
	Lindisfarne (Holy Island)	TD15
	Isle of Man	IM1 to IM9
	Jersey	JE1 to JE4
	Guernsey	GY1 to GY10
Italy	San Marino	4789X
	Livigno	23041
	Vatican	00120
Norway	Longyearbyen	9170
	Svalbard	9171
	Isfjord på Svalbard	9172
	Ny-Alesund	9173
	Hopen	9174
	Sveagruva	9175
	Bjornoya	9176
	Hornsund	9177
	Barentsburg	9178

Pyramiden	9179
Portugal	
Madeira	9000 → 9390 9400
Azores	9500 → 9690 9700 → 9950 9960 → 9989