General Terms and Conditions of Sale of HomeCineSolutions dated 13 November 2026

Preamble

HomeCineSolutions is a French company. These General Terms and Conditions, as well as any Order placed on the Website, are governed by French law under the conditions specified in Article 16. All legal and regulatory references cited in this document (General Tax Code, Consumer Code, Civil Code, etc.) refer to French legal texts.

These General Terms and Conditions are made available to the Customer in several languages for purely informational purposes. In the event of any discrepancy in interpretation between the French version and a translated version, only the French version shall prevail.

1. Definitions

The following words and expressions shall have, in the context of the Order, the following meaning:

General Terms and Conditions: These general terms and conditions in force on the date of validation of the Order by the Customer.

Customer: Any natural person, having full legal capacity, acting in a private or professional capacity, as well as any legal entity, duly registered with the administrative authorities upon presentation of a current registration certificate and the identity document of its legal representative, regardless of their country of residence or establishment, including outside the European Union.

Order: The combination of the General Terms and Conditions, the order form (including in electronic format), the Commercial Documentation as well as any amendments and/or special conditions agreed between the Parties.

Account: Personal account created by the Customer on the Website allowing them, after validating their Login Credentials, to access their Order history, invoices from previous Orders, their personal data and the preferential rates offered by HomeCineSolutions.

Cookie: A small file stored on the hard drive of the Customer's computer terminal, which allows the Website to record information during each of the Customer's visits, thereby facilitating navigation from one page to another on the Website.

Commercial Documentation: All information relating to the Products displayed on the Website, in particular their product description sheet.

HomeCineSolutions: The company Solutions SARL, registered with the Trade and Companies Register of Compiègne under number 434 420 618 and whose registered office is located at "3 rue Ferdinand de Lesseps, 60200 Compiègne", with which the Customer enters into a contract.

Login Credentials: Any confidential code or password allowing the Customer to log in to their Account.

Party: Either the Customer or HomeCineSolutions.

Product: Any audio, video, phonographic or furniture product offered for sale by HomeCineSolutions on the Website.

Website: The website accessible at the address https://homecinesolutions.fr and all of its pages.

2. Purpose

The purpose of the General Terms and Conditions is to define the conditions under which:

- HomeCineSolutions sells the Products to the Customer;
- The Customer undertakes to pay the price thereof to HomeCineSolutions.

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3. Products

3.1. Product Availability

Product offers are valid for the duration of their display on the Website, subject to available stock. In the event of partial or total unavailability of the Products after the Order has been placed, HomeCineSolutions shall inform the Customer as soon as possible by email and/or telephone call. In accordance with Article L. 216-3 of the Consumer Code, the Customer shall be refunded the price of the unavailable ordered Products within fourteen (14) days following the termination of the Order.

3.2. Product Description

The Commercial Documentation reproduces, for each Product, the technical data and information provided by the manufacturer and/or the distributor from whom HomeCineSolutions acquired the Products. HomeCineSolutions makes its best efforts to ensure that the photographic representation of the Products on the Website is faithful to the Products.

3.3. Treatment of Waste Electrical and Electronic Equipment

Due to the possible presence of hazardous and polluting substances in electrical and electronic equipment and the risks to human health and the environment in the event of dispersal of these substances, the Customer is informed that such equipment at end of life, obsolete or no longer functioning must not be disposed of in household waste bins or in the selective sorting bins of their municipality, in accordance with the Community regulations applicable to all Member States of the European Union.

Waste electrical and electronic equipment may be:

- Deposited at a recycling centre or at a collection point set up by local authorities;
- Donated to a social welfare association;
- Taken back by HomeCineSolutions within the limit of the quantity and type of equipment acquired during the Order.

To benefit from the take-back of waste electrical and electronic equipment by HomeCineSolutions, the Customer must, before validating their Order, indicate in the "Comments" section on the summary page of their Order that they are requesting the take-back of all or part of the replaced products. In this case, HomeCineSolutions will contact the Customer, by email or telephone call, before the Products are dispatched in order to arrange the conditions under which the waste electrical and electronic equipment will be collected.

4. Order

4.1. Ordering Procedures

To place an Order, the Customer must:

- Use a computer terminal connected to the Internet equipped with a browser (with a minimum configuration of Edge 56+, Firefox 64+, Safari 12+ or Chrome 64+) supporting the use of the TLS (Transport Layer Security) protocol;
- Hold an Account, it being specified that the creation of an Account, which is not subject to a prior purchase obligation, may be carried out by any person with a valid email address by completing the form accessible on the "Your Account" page of the Website, by clicking on "Sign up".

After selecting the Products they wish to purchase, the Customer accesses the list of these Products by clicking on "Your basket". The Customer validates this list and initiates the Order process by clicking on "I order". After validating their Login Credentials, the Customer chooses, from the addresses pre-registered on the Account or by creating a new address, the billing address for the Products and then their delivery address. The Customer then selects the delivery method and the payment terms from the options offered by HomeCineSolutions. After choosing the payment method, the Customer accesses the summary of their Order. At this stage, the Customer may still modify the selected Products, the billing and/or delivery addresses and/or the delivery and/or payment methods. If the Customer approves the terms of the Order as a whole, they must express their agreement with the General Terms and Conditions and then click on "Complete my order" to validate the terms of their Order. Non-acceptance of the General Terms and Conditions prevents the validation of the Order.

In application of Articles 1366 and 1367 of the Civil Code and L. 110-3 of the Commercial Code, the Parties expressly agree that acceptance of the General Terms and Conditions and clicking on "Complete my order" constitute proof of the Customer's unconditional acceptance of the Order and in particular of the General Terms and Conditions applicable on the date of that Order. The information communicated or validated by the Customer when placing their Order (in particular name and delivery address) is binding on the Customer. HomeCineSolutions shall not be held liable in the event of any error, inaccuracy or omission of information preventing or delaying the delivery of the Products.

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4.2. Acceptance of the Order by HomeCineSolutions

Only the acceptance of the Order by HomeCineSolutions definitively forms the contract. This acceptance is subject to the condition precedent of payment having been made under the conditions of Article 6.3.

However, the Customer acknowledges and accepts that HomeCineSolutions may decline to accept and/or refuse to fulfil their Order in the event of a legitimate reason resulting in particular from:

- A legal prohibition on selling the Products concerned;
- The abnormal nature of the Order, in particular with regard to the number of Products ordered given HomeCineSolutions' status as a retailer;
- The Customer's manifest bad faith;
- Legitimate suspicion of fraud;
- The impossibility of delivering the Products to the country or address chosen by the Customer;
- A manifest error in the General Terms and Conditions, the price or the description of the Products acquired by the Customer as part of their Order;
- The existence of an outstanding unpaid amount relating to a previous Order placed with HomeCineSolutions.

5. Right of Withdrawal

In accordance with Articles L. 221-18 et seq. of the Consumer Code, the consumer Customer has a period of fourteen (14) days to exercise their right of withdrawal, without having to justify any reason or pay any penalties, with the exception of the costs of returning the Products which remain at their expense.

The Customer purchasing in a professional capacity acknowledges and accepts that providing HomeCineSolutions with their intra-Community VAT number and their current registration certificate constitutes proof of a purchase intended for professional purposes, which does not entitle them to benefit from the right of withdrawal provided for in this article.

In accordance with Article L. 221-28 of the Consumer Code, the right of withdrawal cannot be exercised for:

- Products made to the Customer's specifications or clearly personalised (Art. L. 221-28, 3°);
- Products unsealed by the Customer after delivery and which cannot be returned for reasons of health protection or hygiene (Art. L. 221-28, 5°);
- Audio or video recordings and computer software unsealed by the Customer after delivery, in particular compact discs (CDs), DVDs and Blu-rays supplied in shrink wrap (Art. L. 221-28, 9°);
- Spare parts and consumables subject to wear from their first use and whose level of wear cannot be determined after installation, including phono cartridges and styli (pickup needles) for turntables, as well as video projector lamps.

The withdrawal period runs from the day after the Product is received by the Customer or a third party designated by the Customer, other than the carrier. In the case of an Order for several Products delivered separately, the period runs from the day after receipt of the last Product or batch or the last item.

The Customer may exercise their right of withdrawal directly online, from the Order tracking page accessible in their Account, for all or part of the eligible Products. In accordance with Articles L. 221-21 and D. 221-5 of the Consumer Code, HomeCineSolutions shall then acknowledge receipt of this withdrawal on a durable medium, within a reasonable time, specifying the content of the withdrawal declaration as well as the date and time of its dispatch.

The Customer may also notify their decision by an unambiguous declaration, by any means: the internal messaging system of their Account, by telephone at the number indicated in the Order confirmation email, by email at sav@homecinesolutions.fr or by postal mail. The Customer may use the standard withdrawal form reproduced below, without this being mandatory.

Standard withdrawal form (Article L. 221-5 and annex to Article R. 221-1 of the Consumer Code):

> To the attention of Solutions SARL (HomeCineSolutions), 3 rue Ferdinand de Lesseps, 60200 Compiègne, France — sav@homecinesolutions.fr:
>
> I/We (*) hereby notify you of my/our (*) withdrawal from the contract for the sale of the following good(s) (*)/for the provision of the following service(s) (*):
>
> Ordered on (*)/received on (*):
>
> Name of the consumer(s):
>
> Address of the consumer(s):

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Signature of the consumer(s) (only in the case of notification of this form on paper):

Date:

(*) Delete as appropriate.

The Products must be returned to the following address: HomeCineSolutions, 3 rue Ferdinand de Lesseps, 60200 Compiègne, France, no later than fourteen (14) days following the notification of the withdrawal.

The Customer is liable for any diminished value of the Products resulting from handling other than what is necessary to establish the nature, characteristics and proper functioning of the Products (Article L. 221-23 of the Consumer Code). HomeCineSolutions reserves the right to deduct from the refund an amount corresponding to this diminished value.

Returned Products are shipped at the Customer's own risk. HomeCineSolutions advises the Customer to take out all appropriate insurance to cover this risk and all necessary measures for the optimal protection of the Product.

In accordance with Article L. 221-24 of the Consumer Code, HomeCineSolutions shall refund the Customer for all sums paid, including the initial delivery costs (with the exception of additional costs if the Customer chose a more expensive delivery method than the standard method). The refund shall be made no later than fourteen (14) days from the date of notification of the withdrawal. However, HomeCineSolutions may defer the refund until the effective receipt of the returned Product or until the Customer provides proof of dispatch of the Product, the date retained being that of the first of these events. The refund shall be made using the same means of payment as that used for the initial Order, unless the Customer expressly agrees to another means.

The specific refund terms applicable to export sales are set out in Article 17.

6. Financial Terms

6.1. Price

The price of the Products, accessible from their product description sheet, is expressed in euros, inclusive of all taxes and eco-contribution included.

Certain Products are subject to a discount granted by HomeCineSolutions. In this case, next to the discounted price offered by HomeCineSolutions, a unit price inclusive of all taxes is displayed corresponding to the indicative recommended retail price, at the time of the Order, by the manufacturer and/or the distributor of the Product. If, at the time of the Order, the Product is no longer subject to an indicative retail price, HomeCineSolutions will display the last known indicative retail price of the Product.

Deliveries of Products outside French territory or French Overseas Territories are subject to the provisions relating to value added tax as defined by the French General Tax Code.

The Products are invoiced to the Customer at the rate in force on the date their Order is placed.

6.2. Order Processing and Shipping Costs

Except in the case of in-store collection of the Products under the conditions of Article 8 of the General Terms and Conditions, for any Order, the Customer may be charged, in addition to the price of the Products, order processing and shipping costs. The amount of these costs depends on the delivery method and location chosen by the Customer as well as the weight, dimensions and insured value of the Products ordered. The Customer is informed, on the delivery method selection page, of the amount of these costs.

In the event that the Customer is absent at the time of delivery of the Products, the Customer acknowledges and accepts that the carrier may, where applicable, charge them additional delivery attempt fees. When the Customer has chosen standard delivery and the carrier has arranged an appointment with the Customer, if the Customer is not present on the scheduled day when the carrier arrives for delivery, a contribution towards the costs of a second delivery attempt, corresponding to the cost charged to HomeCineSolutions by the carrier for this new delivery attempt and capped at the shipping costs of the Order, will be requested from the Customer.

6.3. Payment Terms

The Customer must pay for Orders in full at the time of the Order either by Visa Card, MasterCard, Carte Bleue or American Express Card, PayPal, Alma financing, Younited financing or bank transfer to the bank account of HomeCineSolutions, the details of which are made available to the Customer at the time of the Order.

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HomeCineSolutions reserves the right to refuse Orders with a total amount exceeding two thousand five hundred euros (€2,500) paid by bank card.

HomeCineSolutions also reserves the right to limit the payment methods offered to a Customer to bank transfer only when that Customer has exercised the right of withdrawal, before or after dispatch, on at least four (4) Orders paid over the last twelve (12) months, and those Orders represent at least half of the Orders paid by the Customer over that period. As the fees charged to HomeCineSolutions by payment and financing providers are not refunded to it when the Customer is reimbursed, such frequent withdrawals make the Customer's Orders loss-making. HomeCineSolutions informs the Customer beforehand. This limitation does not deprive the Customer of any of their rights, in particular the right of withdrawal and the legal warranties.

HomeCineSolutions confirms receipt of payment to the Customer by email. However, payment is only effective after final recording in the bank account of HomeCineSolutions and expiry of the reversal periods which vary depending on the payment method.

The transfer of ownership of the Products takes place under the conditions set out in Article 7 of the General Terms and Conditions.

The Customer acknowledges and accepts that non-receipt of payment within fifteen (15) calendar days following their Order shall result in the cancellation of that Order, without any fault being attributable to HomeCineSolutions, including when this delay in receiving payment results from the act of a third party beyond the Customer's control.

6.4. Invoicing

For any Order, HomeCineSolutions shall issue the Customer an invoice, where applicable in electronic form, for the Products. In the event of issuance of an electronic invoice, the Customer may access and download it from their Account.

6.5. Payment of Your Order in Instalments by Credit Financing with Alma

HomeCineSolutions offers the Customer the credit service of Alma for the payment of their purchases and the execution of payment. This is conditional upon the Customer's acceptance of the General Terms and Conditions or the credit agreement offered by Alma.

Any refusal by Alma to grant credit for an Order may result in the cancellation of that Order.

Any termination of the General Terms and Conditions binding the Customer and HomeCineSolutions shall result in the termination of the General Terms and Conditions or the credit agreement between Alma and the Customer.

The amount is paid by a credit granted by Alma SAS registered on the REGAFI under number 90876.

6.6. Payment of Your Order in Instalments by Credit Financing with Younited

HomeCineSolutions offers the Customer the credit service of Younited for the payment of their purchases and the execution of payment. This is conditional upon the Customer's acceptance of the credit agreement offered by Younited.

HomeCineSolutions (ORIAS No. 24000288) acts as a non-exclusive agent for banking operations on behalf of Younited. HomeCineSolutions provides its assistance in carrying out credit operations without acting as a lender.

Any refusal by Younited to grant credit for an Order may result in the cancellation of that Order.

Younited is a credit institution, a partner of HomeCineSolutions, which manages the instalment payment solution offered on the Website.

Visit the "Frequently Asked Questions" page to learn more about using Younited Pay.

7. Retention of Title Clause

In accordance with Articles 2367 to 2372 of the Civil Code, the goods sold remain the property of HomeCineSolutions until full payment of the price by the Customer. The transfer of ownership of the Products is therefore subject to full payment of the price by the Customer, in principal and ancillary amounts, even in the event of payment terms being granted.

The Customer undertakes, for as long as ownership of the goods has not been transferred to them, to take all necessary precautions for the proper preservation of the goods and to insure them against all risks they may incur or cause.

In the event of non-payment of the price by the agreed due date, and after a formal notice that has remained unsuccessful, HomeCineSolutions may repossess the goods at the Customer's expense and risk. The Customer must return the unpaid goods upon first request from HomeCineSolutions, without prejudice to any damages and interest.

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In the event of seizure or any other intervention by a third party on the goods, the Customer is required to immediately inform HomeCineSolutions and to take all necessary measures to preserve the rights of HomeCineSolutions.

In the event of return of the Products, the Customer undertakes to reimburse the costs incurred by HomeCineSolutions for the recovery of the Products.

HomeCineSolutions reserves the right to enforce all legal rights and remedies in the event of non-compliance with the retention of title clause.

8. Delivery

Delivery takes place at the address chosen by the Customer at the time of their Order; any subsequent modification of this address cannot be taken into account by HomeCineSolutions.

No delivery can be made to a post office box, a hotel room or an address bearing the mention "Care of". An Order cannot be delivered to multiple addresses.

Subject to the delivery address being effectively serviceable, the Products may, at the Customer's choice, be:

- Collected directly from HomeCineSolutions, 3 rue Ferdinand de Lesseps, 60200 Compiègne, during the store's public opening hours;
- Delivered via "Standard" delivery, with an average transit time of forty-eight (48) to ninety-six (96) hours;
- Collected, for parcels of reduced dimensions and a maximum weight of twenty (20) kilograms, from a partner of the Chronopost or Colissimo network or from a Post Office, the list of which is available at the time of the Order.

The Customer acknowledges and accepts that depending on the delivery location, certain delivery methods may not be available.

When the Order includes several Products subject to different delivery dates, the Customer acknowledges and accepts that their delivery will be made as a whole on the latest of these dates. In any event, before validating their Order, the Customer is informed of the maximum period within which the Products may be delivered, based on the information provided by its suppliers. In the event this period is exceeded, HomeCineSolutions contacts the Customer, by email or telephone, to inform them accordingly.

In accordance with Articles L. 216-2 and L. 216-3 of the Consumer Code, in the event of late delivery, the consumer Customer may, after having given HomeCineSolutions formal notice to deliver within an additional reasonable period, terminate the contract if delivery has still not taken place at the end of that period. The Customer may terminate the contract immediately when compliance with the delivery date constitutes an essential condition of the contract or when HomeCineSolutions refuses to deliver. The formal notice and termination may be notified by any means: telephone, email or postal mail.

In the event of termination of the contract, HomeCineSolutions shall refund the Customer for all sums paid in respect of the Order, including delivery costs, no later than fourteen (14) days following the date of termination of the contract.

Delivery of the Product is notified to the Customer by sending an email including, where applicable, a tracking number enabling the traceability of the shipment. Delivery of the Order is deemed to have taken place upon its being made available to the Customer, in particular by the carrier, as evidenced by the carrier's shipment tracking system or at the time of in-store collection. Delivery transfers the risk to the Customer.

In the case of delivery "by appointment", the Customer must be present when the delivery driver arrives on the agreed date. In the event of absence during this first delivery attempt, it shall be the Customer's responsibility to collect their parcels from the carrier's depot. The Customer may also request a second delivery attempt. This second delivery attempt shall be at the Customer's expense, charged at the cost incurred by HomeCineSolutions from the carrier for this new delivery attempt, capped at the shipping costs of the Order.

In the event of delivery of the Order, the Customer can track, using the tracking number provided by HomeCineSolutions, the shipment of their parcel online.

Delivery of the Products generally takes place within two (2) to six (6) working days from the date the email is sent to the Customer. However, if the parcel has not been received by the end of this period, the Customer must contact the nearest Post Office or collection point to the delivery address. If neither the Post Office or collection point nor the parcel tracking can locate the parcel, the Customer must contact HomeCineSolutions as soon as possible. An investigation with the carrier's services will be opened by HomeCineSolutions, the results of which are known within a maximum period of forty-five (45) days. If the parcel is found, it is then sent to the Customer. If the parcel is declared lost, HomeCineSolutions informs the Customer and proceeds to refund the Order (Products and shipping costs) by credit to the Customer's bank account or bank transfer under the conditions of Article 5 of the General Terms and Conditions.

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In the event that the Customer has cancelled the Order and the Products were nevertheless delivered by La Poste, the Customer undertakes to refuse delivery or to return the Products to HomeCineSolutions within a maximum period of ten (10) days from the date of delivery. In the event of non-return of the Products, HomeCineSolutions shall invoice the Customer for the price thereof.

In the case of delivery by a carrier, delivery is made to the ground floor of the address indicated by the Customer and generally takes place within one (1) to five (5) working days.

At the end of this period, if no delivery has taken place and the parcel tracking indicates in particular that delivery could not be made due to missing important information, the Customer must contact HomeCineSolutions as soon as possible to provide the missing data. Failing this, the Products will be returned to HomeCineSolutions, which cannot be held responsible for the consequences.

If Products are returned to HomeCineSolutions for a reason such as "unclaimed" or "does not reside at the indicated address", the Customer is refunded the price of their Order, excluding the costs of returning the Products. In the event of the Customer's absence at the time of delivery, a delivery notice is left in their letterbox. The Customer must then:

- Collect the parcel from the Post Office or collection point within fifteen (15) days following the deposit of this notice; or
- Contact the carrier as soon as possible to collect the parcel within fifteen (15) days following the deposit of this notice or agree on a new delivery date.

If the above deadlines are exceeded, the parcel is returned to HomeCineSolutions. The HomeCineSolutions Customer Service will then contact the Customer to arrange, where applicable, a possible re-dispatch of the Products at the Customer's expense or, in the absence of a response from the Customer within a reasonable period, refund the Customer for the sums paid in respect of the Order, with the exception of the delivery costs which remain at their expense.

Without prejudice to the provisions of Articles 5 and 9, the Customer must check the good condition of the Products dispatched upon arrival and make all reservations and claims that appear justified, or even refuse the parcel, if it is likely to have been opened or if it bears obvious signs of deterioration.

In order to enable HomeCineSolutions to exercise, where applicable, a claim against the carrier, these reservations and claims must be made directly on the delivery note. Writing "parcel refused because item damaged" is recommended; the mention "subject to unpacking" cannot be accepted. It is furthermore recommended that the Customer confirm these reservations by registered letter with acknowledgement of receipt addressed to the carrier within three (3) working days following delivery of the Products, in accordance with Article L. 133-3 of the Commercial Code. The Customer is invited to send HomeCineSolutions a copy of this letter by post or by email.

9. Warranties

9.1. Legal Warranties

Independently of any commercial warranty, the Customer benefits from the following legal warranties:

Mandatory information box (Article D. 211-2 of the Consumer Code):

> The consumer has a period of two (2) years from the delivery of the good to obtain the implementation of the legal warranty of conformity in the event of a defect of conformity appearing. During this period, the consumer is only required to establish the existence of the defect of conformity and not the date of its appearance.
>
> When the contract of sale of the good provides for the supply of digital content or a digital service on a continuous basis for a period exceeding two years, the legal warranty applies to this digital content or digital service throughout the planned supply period. During this period, the consumer is only required to establish the existence of the defect of conformity affecting the digital content or digital service and not the date of its appearance.
>
> The legal warranty of conformity entails the obligation for the professional, where applicable, to provide all updates necessary to maintain the conformity of the good.
>
> The legal warranty of conformity entitles the consumer to the repair or replacement of the good within thirty days of their request, free of charge and without major inconvenience to them.
>
> If the good is repaired under the legal warranty of conformity, the consumer benefits from a six-month extension of the initial warranty.
>
> If the consumer requests the repair of the good, but the seller imposes replacement, the legal warranty of conformity is renewed for a period of two years from the date of replacement of the good.

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The consumer may obtain a reduction in the purchase price by keeping the good or terminate the contract by obtaining a full refund in exchange for returning the good, if:

1. The professional refuses to repair or replace the good;
2. The repair or replacement of the good takes place after a period of thirty days;
3. The repair or replacement of the good causes major inconvenience to the consumer, in particular when the consumer definitively bears the costs of collection or removal of the non-conforming good, or if they bear the costs of installation of the repaired or replacement good;
4. The non-conformity of the good persists despite the seller's unsuccessful attempt to bring it into conformity.

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

The consumer is not entitled to termination of the sale if the defect of conformity is minor.

Any period during which the good is immobilised for the purpose of its repair or replacement suspends the remaining warranty until the delivery of the good restored to working order.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

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

The consumer also benefits from the legal warranty against hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the good is kept or to a full refund in exchange for returning the good.

Legal warranty of conformity (Articles L. 217-3 to L. 217-14 of the Consumer Code):

HomeCineSolutions is required to deliver a good that conforms to the contract and is liable for defects of conformity existing at the time of delivery. Defects of conformity that appear within a period of twenty-four (24) months from the delivery of the good are, unless proven otherwise, presumed to have existed at the time of delivery (Article L. 217-7).

In the event of a defect of conformity, the Customer is entitled to the repair or replacement of the good, at their choice, subject to the cost condition provided for in Article L. 217-12. The bringing into conformity takes place within a maximum period of thirty (30) days following the Customer's request, at no cost to the Customer (Article L. 217-11). In the event of impossibility of repair or replacement, or if the bringing into conformity does not take place within the thirty-day period, the Customer may obtain a price reduction or termination of the contract under the conditions of Articles L. 217-13 and L. 217-14.

The Customer may contact HomeCineSolutions by any means (telephone, email at sav@homecinesolutions.fr or postal mail) to invoke this warranty.

Legal warranty against hidden defects (Articles 1641 to 1649 of the Civil Code):

HomeCineSolutions is liable under the warranty for hidden defects of the Product that render it unfit for its intended use, or that so diminish such use that the Customer would not have purchased it, or would only have offered a lower price, had they been aware of them. The Customer has a period of two (2) years from the discovery of the defect to take action (Article 1648, paragraph 1 of the Civil Code).

9.2. Commercial Warranty

Products purchased on the Website may give rise to a commercial (contractual) warranty from the manufacturer, the duration and territorial coverage of which are mentioned on the Product description sheet. This commercial warranty is independent of the legal warranties referred to in Article 9.1, which the Customer benefits from in any event. In this case, the manufacturer may provide a "parts" and/or "labour" and/or "on-site" warranty. The conditions of the commercial warranty applicable to a Product can be consulted on the Product description sheet.

The invoice issued by HomeCineSolutions constitutes the warranty certificate required for the implementation of this commercial warranty. To benefit from this warranty, the Customer must contact the manufacturer or the French importer of the Products and, where applicable, send the Product concerned, in its original packaging accompanied by all its accessories, to the manufacturer's service centre nearest to their home at their own expense and risk. To find out the steps to follow, the Customer may contact the HomeCineSolutions Customer Service under the conditions of Article 10 of the General Terms and Conditions.

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HomeCineSolutions may, with the Customer's agreement, undertake on behalf of and for the account of the Customer to send the Products to the manufacturer, at its own expense and risk.

Contractual warranties do not cover:

- The replacement of consumables (by way of example, batteries, bulbs, fuses, antennas, portable player headphones, microphones, wear of recording or playback heads, etc.);
- Abnormal or non-compliant use of the Products, which may result from failure to follow the instructions or recommendations in the Product's user manual;
- Breakdowns related to accessories (power cables in particular);
- Defects and their consequences due to the intervention of a repairer not authorised by the manufacturer;
- Defects and their consequences related to use not in accordance with the intended purpose of the Product (professional use, collective use, etc.);
- Defects and their consequences related to any external cause.

9.3. Return of Defective Products

The defective product must be returned in its original packaging, accompanied by all accessories and documents provided at the time of sale. The Customer is required to take all necessary precautions to ensure the protection and proper preservation of the product during its return. The return of defective products must be accompanied by a copy of the purchase invoice as well as an explanatory letter indicating the nature of the problem encountered.

In accordance with European Directive 2019/771 on the sale of goods to consumers, transposed into French law in Article L. 217-11 of the Consumer Code, when the return takes place under the legal warranty of conformity, HomeCineSolutions covers the return costs for Customers whose delivery address is located in a Member State of the European Union, by providing a prepaid return label or by reimbursing the return costs upon presentation of proof. For Customers whose delivery address is located outside the European Union, the return costs remain at the Customer's expense.

9.3.1. Failure Upon Unboxing

In the event of a manufacturing defect found during the first use of the Product (non-functioning, obvious malfunction), the Customer has a period of fourteen (14) days from the date of delivery to report the problem to the HomeCineSolutions After-Sales Service.

To benefit from this procedure, the Customer must contact the After-Sales Service providing the following information:

- The number of the Order concerned;
- A detailed description of the defect found;
- Photographs and/or a video illustrating the defect.

Only manufacturing defects rendering the Product unfit for its normal use are covered by this procedure. Defects resulting from misuse, incorrect installation or any other external cause are excluded. Damage related to transport falls under the procedure provided for in Article 8 of the General Terms and Conditions.

For Customers whose delivery address is located in a Member State of the European Union, HomeCineSolutions provides a prepaid return label. If such a label cannot be provided, HomeCineSolutions may, on an exceptional basis, reimburse the Customer for the return costs upon presentation of proof. For Customers whose delivery address is located outside the European Union, the return costs remain at the Customer's expense.

After receipt and verification of the returned Product, HomeCineSolutions proceeds, at the Customer's choice and subject to availability, to replace the Product or provide a full refund, including the price of the Product and the initial delivery costs.

This procedure is distinct from the right of withdrawal provided for in Article 5 of the General Terms and Conditions, which may be exercised independently and without having to demonstrate a defect.

9.3.2. Return Kit on Quotation

If the Customer has difficulty returning the defective product in its original packaging, or no longer has the original packaging, they may contact HomeCineSolutions to obtain a personalised quotation for a return kit adapted to the type and shape of the product concerned. This kit will ensure the protection of the product during transport.

Courtesy translation

9.3.3. Charges in the Absence of a Defect Found After Inspection

When the Customer requests the handling of a Product on the grounds of a breakdown or malfunction outside the scope of the legal warranties mentioned in Article 9.1 — in particular after the expiry of the legal warranty of conformity period, or when the alleged defect results from a cause excluded within the meaning of Article 9.2 (abnormal use or use not in accordance with the user manual, external cause, intervention by a non-authorised repairer) — HomeCineSolutions may, before any intervention, submit to the Customer a quotation specifying the flat-rate amount of diagnostic and re-dispatch charges that may be invoiced if the inspection does not reveal any defect covered by a warranty.

These charges are only payable if the Customer has expressly accepted this quotation before the inspection is carried out, on a durable medium. In the absence of prior acceptance, no diagnostic charges may be charged to the Customer.

If the inspection establishes that the Product is conforming and free from any defect covered by a warranty, or that the failure found results from a cause excluded within the meaning of Article 9.2, HomeCineSolutions shall invoice the Customer for the accepted flat rate, covering the diagnostic and re-dispatch costs of the Product, in the amount of seventy euros (€70) inclusive of all taxes. The Product is re-dispatched to the Customer after payment of this flat rate.

These provisions do not apply to returns falling under the legal warranty of conformity or the legal warranty against hidden defects mentioned in Article 9.1, nor to the exercise of the right of withdrawal provided for in Article 5, which remain free of diagnostic charges for the Customer under the conditions provided by law. In accordance with Article L. 217-7 of the Consumer Code, when the Product is still covered by the legal warranty of conformity, it is for HomeCineSolutions to establish that the failure results from an excluded cause.

9.4. Warranty Extensions and Insurance

At the time of their Order, the individual Customer who uses the Product for domestic use may subscribe to one of the following warranty extension or insurance products, offered by Estaly:

- *Estaly Care*: three (3) year warranty extension including insurance against accidental damage;
- *Estaly Nomad*: insurance against accidental damage, theft and oxidation, for a duration of three (3) years, intended for portable devices;
- *Estaly Install*: insurance covering damage related to the installation of the Product, for a duration of sixty (60) days from delivery.

The professional Customer or corporate Customer who uses the Product in the course of their professional activity cannot subscribe to these warranty extensions and insurance products. Invoicing in the name of an individual, a company or a professional determines eligibility for these products.

These products are provided by Estaly, a simplified joint-stock company (SAS), registered with the Trade and Companies Register of Paris under number 909 874 109, whose registered office is located at 24, rue Malar, 75007 Paris. Estaly is registered with ORIAS under number 22 002 508 as an insurance broker within the meaning of Articles L. 511-1 et seq. of the Insurance Code.

HomeCineSolutions acts as an intermediary and does not have the status of insurer. The conditions and terms of each product are defined in a separate contract offered by Estaly. The insurance product information documents (IPID) and information notices can be consulted on the product description sheets of the Products concerned as well as during the Order process.

The Customer acknowledges and accepts that HomeCineSolutions, as a third party to these contracts, cannot be held liable for any failure by Estaly or the insurer.

In accordance with Article L. 112-10 of the Insurance Code, the Customer who subscribes to an insurance contract has a right of cancellation exercisable within a period of thirty (30) days from the date of subscription, without charges or penalties. This right of cancellation is exercised with Estaly under the conditions provided for in the insurance contract.

10. Customer Service

For any question or pre-sales information, relating to the tracking and fulfilment of the Order, the exercise of the right of withdrawal, the invocation of any warranty and the handling of complaints, the Customer may contact Customer Service by:

- Internal messaging located in the "My account" section by accessing the "My messages" tab;
- Telephone, requiring a multi-frequency telephone to navigate the voice server, at +33 (0) 3 51 120 150 (no surcharge), Monday to Saturday, from 10am to 12:30pm and from 2pm to 6:30pm;
- Email: suivi@homecinesolutions.fr for tracking and fulfilment of the Order up to delivery, or sav@homecinesolutions.fr for returns, exercise of the right of withdrawal and invocation of warranties;

courtesy translation

- Postal mail to the following address:

HOME CINE SOLUTIONS - CUSTOMER SERVICE
3 RUE FERDINAND DE LESSEPS
60200 COMPIEGNE
FRANCE

11. Liability of HomeCineSolutions

The Products comply with the legislation and standards applicable in France. HomeCineSolutions shall not be held liable in the event of non-compliance with the legislation of the country where the Product is delivered, in particular in the event of a Product being prohibited. It is the Customer's responsibility to verify with the local authorities the possibilities of importing and using the Products they intend to acquire. Before acquiring the Products, the Customer must verify their compatibility with their equipment, their electrical installation and more generally with all equipment with which the Products will be used and/or connected. In this regard, HomeCineSolutions recommends that the Customer carefully analyse the technical characteristics and description of the Products and contact Customer Service if they wish to obtain additional information.

Furthermore, the Customer is solely responsible for the connection, hookup, installation and use of the Products. HomeCineSolutions recommends that the Customer carefully read the user manual provided with the Products and follow the advice, warnings and precautions. HomeCineSolutions shall not be held liable if the Products prove to be incompatible or malfunction with certain equipment, installations, software, configurations or operating systems of the Customer. HomeCineSolutions shall not be held liable in the event of deterioration and/or interruptions in the operation of the Products or other equipment of the Customer resulting from inappropriate or improper use of the Products.

In any event, in the case of an Order by a professional, the liability of HomeCineSolutions is limited to direct material damage to the exclusion of:

- All indirect and/or intangible damage and, in particular, any loss related to the Customer's activity or mission;
- Any loss of turnover, profit, earnings, business, clientele and/or revenue;
- Any commercial or economic loss or disruption;
- Any damage to reputation, renown or brand image, suffered by the Customer.

Furthermore, for any Order by a professional and notwithstanding any other provision of the General Terms and Conditions, the total cumulative liability of HomeCineSolutions, in respect of the Order, shall not exceed, per Order, the total amount invoiced in respect of that Order.

12. Personal Data

12.1. Data Controller

The data controller for the Customer's personal data is the company Solutions SARL (HomeCineSolutions), 3 rue Ferdinand de Lesseps, 60200 Compiègne, France. For any question relating to personal data, the Customer may contact HomeCineSolutions by email at donnees@homecinesolutions.fr or by postal mail to the above address.

12.2. Data Collected, Purposes and Legal Bases

HomeCineSolutions collects and processes the Customer's personal data for the following purposes and on the following legal bases:

- **Performance of the contract** (Article 6.1.b of the GDPR): management of Orders, delivery, invoicing, Account management, after-sales service tracking, management of returns and warranties;
- **Compliance with legal obligations** (Article 6.1.c of the GDPR): retention of invoices and transaction data in accordance with accounting and tax obligations;
- **Legitimate interest** (Article 6.1.f of the GDPR): fraud prevention, improvement of the Website and services, management of unpaid amounts;
- **Consent** (Article 6.1.a of the GDPR): sending commercial communications by electronic means to non-customers or relating to products or services other than those similar to those previously ordered.

In accordance with Article L. 34-5 of the Postal and Electronic Communications Code, HomeCineSolutions may send the Customer, without prior consent, commercial communications relating to products or services similar to those previously ordered. The Customer may object to this free of charge and at any time, by using the unsubscribe link included in each communication or by contacting HomeCineSolutions.

courtesy translation

12.3. Data Recipients

The Customer's personal data may be transmitted to the following categories of recipients, strictly to the extent necessary for the purposes described above: payment service providers (bank, PayPal, Alma, Younited), carriers and logistics providers, warranty extension provider (Estaly) and technical subcontractors (hosting, Website maintenance).

Certain personal data of the Customer may be transferred outside the European Union in connection with the use of technical subcontractors (in particular for the distribution and security of the Website). These transfers are governed by appropriate safeguards in accordance with Chapter V of the GDPR, in particular the standard contractual clauses adopted by the European Commission.

12.4. Retention Period

The Customer's personal data is retained for the duration of the contractual relationship, then for the applicable legal limitation periods (five years from the end of the commercial relationship for invoicing data, three years from the last contact for commercial prospecting data). Data relating to the Account is deleted three (3) years after the Customer's last login, after sending a prior information email.

12.5. Customer Rights

In accordance with Regulation (EU) 2016/679 (GDPR) and the "Informatique et Libertés" Law No. 78-17 of 6 January 1978, as amended, the Customer has the following rights over their personal data:

- **Right of access** (Article 15 of the GDPR): to obtain confirmation that data concerning them is being processed and to receive a copy thereof;
- **Right to rectification** (Article 16 of the GDPR): to request the correction of inaccurate or incomplete data;
- **Right to erasure** (Article 17 of the GDPR): to request the deletion of their data, subject to legal retention obligations;
- **Right to restriction of processing** (Article 18 of the GDPR);
- **Right to data portability** (Article 20 of the GDPR): to receive their data in a structured, commonly used and machine-readable format;
- **Right to object** (Article 21 of the GDPR): to object to the processing of their data, in particular for commercial prospecting purposes.

The Customer may exercise their rights by email at donnees@homecinesolutions.fr or by postal mail to the address of HomeCineSolutions. HomeCineSolutions responds within one (1) month of receipt of the request.

In the event of a complaint, the Customer may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), 3 Place de Fontenoy — TSA 80715 — 75334 PARIS CEDEX 07, or on the website https://www.cnil.fr.

12.6. Cookies

When browsing the Website, cookies may be placed on the Customer's terminal. Cookies strictly necessary for the operation of the Website (session, basket, security) do not require the Customer's consent. Cookies for audience measurement or personalisation purposes are only placed after obtaining the Customer's consent via the information banner displayed during their first visit. The Customer may at any time modify their cookie preferences from the Website settings or by configuring their browser. Refusal of non-essential cookies does not prevent access to the Website or the placing of Orders.

13. Miscellaneous

13.1. Agreement on Evidence

Unless proven otherwise, the data recorded during the Order on the Website or by telephone as well as the invoices issued by HomeCineSolutions constitute proof of all transactions concluded between HomeCineSolutions and the Customer.

The contractual information relating to the Order will be the subject of a confirmation email in due course and in any event before the delivery of the Products. Attached to this Order confirmation email, an updated copy of the General Terms and Conditions in PDF format will be provided for subsequent consultation. An invoice will also be issued to the Customer or made available on their Account no later than at the time of delivery of the Products. In these circumstances, HomeCineSolutions recommends that the Customer print and/or archive on a reliable and durable medium the confirmation, the Order invoice, the Product description sheet as well as the General Terms and Conditions applicable to them.

courtesy translation

13.2. Security

In order to ensure the security of payment for the Order, the information relating to the Customer's credit card is subject to the TLS encryption protocol. It is furthermore sent directly to the HomeCineSolutions bank, without passing through or being stored on the HomeCineSolutions servers. Only the HomeCineSolutions bank has the number, expiry date and cryptogram of the bank card used by the Customer.

13.3. Nullity / Unenforceability of the General Terms and Conditions

If one or more provisions of the General Terms and Conditions are declared null and void pursuant to a law, a regulation or following a final decision of a competent court, these provisions are considered severable from the Order. The other provisions of the General Terms and Conditions are considered valid and remain in force, unless the Customer or HomeCineSolutions demonstrates that the annulled provision is of an essential and decisive nature without which they would not have entered into the contract.

14. Copyright

All elements (texts, images, logos, trademarks, databases, etc.) contained on the website are protected by intellectual property law and may not be reproduced or used without the prior consent of HomeCineSolutions.

15. Consumer Dispute Mediation

In accordance with Articles L. 612-1 et seq. of the Consumer Code, the consumer Customer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of any dispute with HomeCineSolutions, under the conditions provided for in Articles L. 612-1 to L. 612-5 of the Consumer Code.

The competent consumer mediator is:

CM2C (Centre de Médiation et de règlement amiable de la Consommation) 49 rue de Ponthieu — 75008 Paris Website: https://www.cm2c.net

Before referring the matter to the mediator, the Customer must have first sent a written complaint to HomeCineSolutions (by email or postal mail) that has remained without a satisfactory response within a period of two (2) months.

16. Applicable Law / Competent Courts

Only the French version of the Order shall be authoritative between the Parties. The Order is governed by and construed in accordance with French law. However, in accordance with Regulation (EC) No 593/2008 (Rome I), Article 6, the consumer Customer residing in a Member State of the European Union benefits from the mandatory provisions of the law of their country of residence where these are more favourable to them.

In the event of a dispute between the Parties arising from the interpretation or performance of the Order, the Parties undertake to use all due diligence to reach an amicable resolution, in particular through the mediation provided for in Article 15. The prior search for an amicable solution does not interrupt the contractual warranty applicable to the Products.

Failing amicable resolution, the consumer Customer may bring the matter, at their choice, before the courts of their place of domicile or the competent French courts. When the Customer is a professional, exclusive jurisdiction is attributed to the Commercial Court of Compiègne, even in the case of summary proceedings, third-party proceedings or multiple defendants.

17. Export Sales

17.1. Products Intended for the French and European Market

HomeCineSolutions sources from French or European suppliers for products adapted to the French and European markets. Although these products may function in other countries, HomeCineSolutions cannot guarantee their compatibility or conformity outside the European Union.

Courtesy translation

17.2. Customer Responsibility for International Purchases

The Customer making a purchase from a third country, outside the European Union and any French territory, is solely responsible for ensuring that the Product is compatible with their equipment and compliant with the standards and practices of their country of residence. This responsibility includes, but is not limited to, verifying compatibility with:

- The electrical voltages and frequencies in force in the Customer's country
- Local electrical safety standards
- Authorised radio frequencies
- Audiovisual broadcasting standards
- Wireless communication protocols
- Electrical plugs and connectors
- Required certifications and approvals
- Any import restrictions

The Customer undertakes to enquire with the manufacturer of the Products and the competent authorities of their country about any restrictions or authorisations required before proceeding with the purchase and importation of the Products.

17.3. Limitation of Liability of HomeCineSolutions

HomeCineSolutions shall not be held liable for any problem of compatibility, conformity or use of the Products in the Customer's country. HomeCineSolutions cannot guarantee that the Products sold will comply with the specific regulations of each country outside the European Union.

17.4. Returns and Refunds for Incompatibility

In the event of incompatibility or non-conformity of the Products with the standards of the Customer's country, the Customer has, to return the Products, the period provided for in Article 5 of these General Terms and Conditions. The Customer residing in the European Union or in a French territory, including overseas, is refunded under the conditions of Article 5. The Customer residing in a third country, outside the European Union and any French territory, does not benefit from the right of withdrawal provided for in Articles L. 221-18 et seq. of the Consumer Code: they are refunded only the purchase price of the Products, with the transport costs (initial delivery and return) remaining at their expense.

The Customer is responsible for organising and paying for the return of the Products to HomeCineSolutions.

17.5. Taxes and Customs Duties

The Customer is solely responsible for the payment of all taxes, customs duties or other charges related to the importation of the Products into their country. HomeCineSolutions cannot be held liable for these additional charges.

17.6. Exemption from and Refund of Value Added Tax

The Customer who exports the Products outside the European Union may, subject to conditions, benefit from the exemption from value added tax or from its refund, under one of the two procedures described below. HomeCineSolutions is not required to implement either of these procedures. In order to simplify processing, a request covers only a single Order, to the exclusion of any grouping of several Orders.

17.6.1. Traveller Tax Refund

In accordance with Article 262-I-2° of the General Tax Code and Article 24 bis of Annex IV to the same Code, the Customer habitually residing outside the European Union may, subject to conditions, benefit from the exemption from value added tax ("tax refund") in respect of the Products they purchase for personal purposes and which they export in their personal luggage upon their departure from the territory of the European Union.

The benefit of the tax refund is subject in particular to the following conditions:

- the Customer is at least sixteen (16) years of age and has their habitual residence in a third country outside the European Union;
- the Customer's stay in France or in the European Union is less than six (6) months;
- the amount of the Order, assessed per tax refund form, exceeds the minimum threshold set by the regulations in force;
- the Products are intended for personal use and are carried in the Customer's personal luggage;
- the Products effectively leave the territory of the European Union before the end of the third month following the month of purchase.

Courtesy translation

At the Customer's express request and provided they meet the eligibility conditions above, HomeCineSolutions may handle the issuance of the export sales form ("tax refund form").

The Customer remains solely responsible for the validation of their tax refund form with the customs authorities (in particular via the PABLO system) at the time of their departure from the territory of the European Union, within the time limits and on the conditions provided for by the regulations. The refund of value added tax will only take place after HomeCineSolutions receives proof of the customs validation of the form.

17.6.2. Export Evidenced by the Customer

The Customer who is not established in France and who exports the Products outside the European Union otherwise than in their personal luggage, in particular through a freight forwarder or a carrier they appoint, may request the refund of the value added tax paid on their Order, pursuant to Article 262-I-2° of the General Tax Code.

The benefit of this exemption and the handling of the request are subject in particular to the following conditions:

- the Products effectively leave the territory of the European Union;
- the Customer produces the export declaration certified by the customs office of exit from the territory of the European Union and naming HomeCineSolutions as the exporter;
- the request and its supporting documents reach HomeCineSolutions before the end of the third month following the month in which the delivery was made.

HomeCineSolutions assesses the validity of the supporting documents produced and reserves the right to refuse any request whose supporting documents are incomplete, illegible or not compliant with customs regulations.

17.6.3. Administrative Fees

Any request for exemption from or refund of value added tax, whatever the procedure followed, gives rise to flat-rate administrative fees in the amount of fifty euros (€50) per Order.

In the case provided for in Article 17.6.1, these fees are payable before any tax refund form is issued. In the case provided for in Article 17.6.2, they are withheld from the amount refunded to the Customer. They are not refundable, except where the failure of the request is attributable to HomeCineSolutions.

17.6.4. Liability

HomeCineSolutions shall not be held liable for the refusal of an exemption from or refund of value added tax resulting from the Customer's failure to meet the eligibility conditions, the absence of customs validation within the time limits or any other cause beyond its control.

Courtesy translation