

## **GENERAL TERMS AND CONDITIONS OF SALE**

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Hereinafter referred to as “the Supplier”

### **1. PURPOSE OF THE CONTRACT**

These General Terms and Conditions of Sale (GTC) apply to all sales of goods offered by the Supplier to professional customers (hereinafter “the Buyer”). They define the rights and obligations of the parties in the context of commercial transactions. Any order or acceptance of a quote implies unreserved acceptance of these GTC.

### **2. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS**

The Supplier reserves the right to modify these General Terms and Conditions at any time. The version of the General Terms and Conditions applicable to the sale shall be that in force at the time the Buyer places the order.

### **2. TERMS AND CONDITIONS FOR CONCLUDING THE CONTRACT**

2.1 These General Terms and Conditions of Sale govern all Sales contracts between the Supplier and the Buyer, and any modification or derogation from them must be agreed in writing.

2.2 Any offers, credits, and/or discounts granted by agents or other intermediaries shall only be deemed valid if confirmed in writing by the Supplier.

### **3. PRICES**

2.1 The prices displayed are exclusive of tax and delivery costs. The sale prices are net, without discount, and do not include transport or insurance.

2.2 Any tax, duty, or other charge payable under French regulations or those of an importing country or transit country shall be borne by the purchaser.

2. The Supplier reserves the right to modify its prices at any time without notice, it being understood that the price given at the time of the Buyer's order will not be subject to any modification.

### **3. ORDERING PROCESS**

3.1 The Buyer submits a price request via the contact form, by email, or by telephone. The Supplier then sends a personalized quote, which includes additional costs such as delivery charges and the delivery time.

3.2 The order is taken into account after written acceptance of the quote by the Buyer.

3.3 The Supplier confirms acceptance of the order to the customer at the email address provided by the customer. The sale will be concluded upon receipt by the Supplier of payment by bank transfer.

3.4 The Supplier reserves the right to refuse an order in the event of non-compliance with these GTC, a previous dispute with the Buyer, or suspicion of fraud.

### **4. CHARACTERISTICS OF THE GOODS**

The essential characteristics of the goods offered are described on the website <https://guillaume.bottazzi.org/collection>. The Buyer is invited to contact the Supplier for any clarification or additional information before committing to a purchase.

The products offered are those presented on the website. The products are described using descriptive sheets and photos with the greatest possible accuracy. Guillaume Bottazzi nevertheless informs the Buyer that, despite all the care taken, the photographs cannot guarantee a perfect likeness to the product offered for sale, particularly with regard to colors. Differences may result from the color quality of the photographs, the difficulty of displaying the appearance of the materials on the screen, or, without being exhaustive, technical adaptation. These differences cannot under any

circumstances be interpreted as defects in conformity, lead to the cancellation of the sale, or engage the liability of Guillaume Bottazzi.

Any order implies express and irrevocable acceptance of the product description.

## **5. DELIVERY TIMES**

All products are made to order. The average delivery time is estimated at 6 to 8 weeks.

Delivery times are specified in the quote and are given for information purposes only. A reasonable delay shall not give rise to cancellation of the order or damages, unless otherwise agreed in writing. The Buyer acknowledges and agrees that the Supplier will make every effort to process and fulfill all orders that it has confirmed within the specified time frames.

## **6. DELIVERY**

7.1. The goods will be delivered to the address specified by the Buyer in the accepted quote.

7.2. The information provided by the Buyer when placing the order is binding, and the Supplier cannot be held liable for delivery errors or non-delivery of the Products when these result from errors made by the Buyer in the information provided, in particular with regard to their name or address. The Supplier cannot be held liable for delivery delays caused by the carrier. Consequently, a delay in delivery shall not give rise to compensation from the Supplier.

7.3 Orders are delivered by service providers independent of the Supplier and within the time frames announced by these service providers. The delivery times announced by these service providers are usually 48-72 hours for parcels weighing less than 30kg and more than 72 hours for parcels weighing more than 30kg. International delivery times range from 2 to 30 days. Once your order has been shipped, you will receive an email with all the information you need to track your delivery.

7.4 Upon delivery:

Before signing the delivery note, the Buyer must:

- Check the apparent condition of the package(s).
- Check the condition of the products inside the package(s).
- Check that the products comply with the delivery note on the one hand and with the goods ordered on the other.

It is therefore the Customer's responsibility to carry out all the necessary checks to assess the conformity of the products upon delivery. This check is deemed to have been carried out once the Buyer has signed the delivery note.

In the event of any anomalies noted upon delivery, the Buyer must make the necessary reservations, which must be detailed, legible, and as precise as possible (breakages, damage, non-compliance: product error, different color and/or dimensions; missing items, etc.).

When delivery is made by a carrier, the Buyer must make their reservations on the delivery note. In addition, the Buyer also has the option of making any specific reservations concerning the products delivered no later than three days after the date of receipt or collection of the products.

In the absence of specific reservations made by the Buyer, the delivery will be presumed to be compliant, subject to the guarantees described in Article 10 below.

## **7. LEGAL WARRANTY OF CONFORMITY, NOTIFICATION OF CONFORMITY DEFECTS, AND WARRANTY INTERVENTIONS**

7.1. The Supplier warrants to the Consumer that the Products are free from defects in design and materials and comply with the descriptions published on the Website for a period of 1 year from the date of delivery of the Products to the Buyer. Any use of the Product that does not comply with its intended use, the instructions/warnings, the warranty provided by the Supplier or indicated in the explanatory documents, labels or reference labels, will be void.

7.2. The Consumer shall be required to check the Products as soon as possible and, under penalty of nullity of this warranty, to report any defects and non-conformities within 30 days of their discovery

by email, indicating the defect and/or non-conformity found, a description of the defect and supporting photographs.

7.3. Upon receipt of the form and the corresponding documentation, the Supplier will assess the defects and non-conformities reported by the Buyer and, after carrying out quality checks to verify the actual non-conformity of the Product, will decide, at its discretion, whether or not to authorize the return of the Product, sending a reply to the Buyer by email to the address provided by the latter. Authorization to return the Products does not constitute recognition of defects or non-conformities, the existence of which will be verified after the Products have been returned. Products to be returned with the Supplier's authorization must be returned by the Buyer, accompanied by a copy of the return authorization notice, within 30 (thirty) days of the complaint of defect or non-conformity, to the following address: Guillaume Bottazzi E.I. – Rue Berkendael 98, 1050 Brussels, Belgium.

7.4. In the event of a refund of the price paid by the Supplier to the Buyer, the refund will be made by bank transfer. The Buyer must provide their bank details to the Supplier, by email to [guillaume@guilleaumbottazzi.com](mailto:guillaume@guilleaumbottazzi.com), in order for the Supplier to make a bank transfer in their favor and refund the amount due.

7.5 The Buyer's right to invoke the warranty in the event of defects expires 12 (twelve) months after delivery of the Products.

The Supplier is not involved in any way in the installation of the Product and cannot therefore be held liable for damage caused by faulty installation.

**The following are excluded from any warranty:**

1. Use and maintenance that does not comply with the instructions for use provided with the product, as well as defects in use (or maintenance) or accidental breakage.
2. Damage due to incorrect handling, connection (whether made with the original accessories or with other accessories substituted by the customer), misuse or abnormal use, intentional or accidental physical modification, or use for professional or commercial purposes.
3. Spare parts or accessories that need to be replaced due to normal wear and tear or routine maintenance: light bulbs, etc.
4. Transportation and modification costs for the device in the event of a recall by the manufacturer due to a serial defect.
5. Damage caused by an external event (lightning, water damage, etc.).
6. Work carried out on the device by any person not authorized by the After-Sales Service, as well as malfunctions and damage resulting from such work.

**Limitation of liability**

The information provided on the website, including photographs, product descriptions, and product and shipping prices, is provided for informational purposes only. The Supplier endeavors to ensure the accuracy of the information presented on the website <https://guillaume.bottazzi.org/collection>. Any errors that may have been introduced are accidental and will be corrected as soon as possible. The Supplier cannot be held liable for simple errors or omissions that may have remained despite all the precautions taken in the presentation of the products. The Supplier cannot be held liable in the event of misunderstanding or translation errors in this information.

**8. FORCE MAJEURE**

The Supplier shall not be held liable in the event of total or partial insolvency of its obligations under any contract stipulated in accordance with these general terms and conditions of sale, when such insolvency is caused by unforeseeable and/or natural events beyond its control, including, but not limited to, natural disasters, acts of terrorism, wars, popular uprisings, power failures, general strikes

by public and/or private sector workers, strikes and/or restrictions on carriers' routes and flight connections.

## **9. CONFIDENTIALITY OBLIGATIONS**

9.1 The Buyer is required to maintain the strictest confidentiality regarding all technical information (such as drawings, instructions, documentation, formulas, and correspondence) and commercial information (including contractual terms, purchase prices, payment terms, etc.) that comes to its knowledge during the performance of this Agreement.

9.2 The confidentiality obligation shall remain in force for the entire duration of the Contract and for the period following its execution.

9.3 In the event of any breach of the confidentiality obligation, the defaulting party shall be required to compensate the other party for any damages incurred.

## **10. SUPPLIER'S TRADEMARK AND DISTINCTIVE SIGNS**

10.1 The use of the trademark, ornamental designs, and intellectual works in general, in any form or manner of expression whatsoever (by way of example: images, photos, drawings, videos, figures, structures, etc.) constituting the intellectual property of the Supplier, by any means (for example: print, video, radio, Internet, social media, instant messaging or VoIP platforms, etc.) is strictly prohibited. Any exception to this prohibition, even partial, must be authorized in writing, on a case-by-case basis, by the Supplier's senior management.

10.2 All elements on the website created by the Supplier are its property and the Supplier holds the copyright on the original elements. Any reproduction without the Supplier's prior consent is prohibited.

## **11. DATA PROCESSING**

Information relating to the Buyer is essential for the processing and delivery of orders, the preparation of invoices and warranty contracts. The data requested from the Buyer is necessary for the processing of services and/or orders, and the collection and processing of this data is for the sole purpose of fulfilling orders and contractual services.

## **12. LANGUAGE, APPLICABLE LAW, AND JURISDICTION**

The General Terms and Conditions are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

The General Terms and Conditions are subject exclusively to French law.

The Supplier and the Purchaser shall seek an amicable agreement before any dispute arises.

In the absence of an amicable agreement, any dispute relating to the formation, performance, interpretation, and termination of the General Terms and Conditions, even in the event of a warranty claim or multiple defendants, shall fall within the exclusive jurisdiction of the French courts.

## **13. ASSIGNMENT**

The Parties may not assign or transfer to third parties any of their rights and obligations under these general terms and conditions of sale without the prior written consent of the other party.

## **14. VALIDITY OF CLAUSES**

14.1 The titles of the clauses used herein are purely indicative and have no effect on the determination of the content and interpretation of this contract.

14.2 If any clause or part of a clause of these general terms and conditions of sale is deemed invalid because it is contrary to a legal provision, all other clauses of this contract, or parts of the same clause, shall remain fully valid.