Commercial Conditions of the Vente-Unique Marketplace

Preamble

The company Vente-Unique.com, a public limited company (société anonyme) with a share capital of 97.800,29 euros, registered with the Bobigny Trade and Companies Register under number 484 922 778, whose registered office is located at 9/11 Rue Jacquard, 93310 Le Pré-Saint-Gervais, France (hereinafter the "Operator"), publishes and operates a marketplace accessible at the following address: www.vente-unique.ie (hereinafter "the Marketplace").

Through the Marketplace, Vente-Unique.com offers a matchmaking service between professional sellers (hereinafter the "Sellers") and customers located in Ireland (hereinafter the "Buyers") for the online sale of new products from categories referenced on the site www.vente-unique.ie (hereinafter the "Products").

These Commercial Conditions govern the purchase of Products offered by Sellers to Buyers (hereinafter referred to as the "Parties") through the Marketplace. They apply as a priority:

- In the absence of the Seller's GTC;
- In the event of a gap observed in the Seller's GTC;
- When a contradiction exists between the Seller's GTC and these Commercial Conditions.

Article 1. Definitions

Within the framework of these Commercial Conditions, the terms and expressions listed below, the first letter of which appears in upper case, have the meaning attributed hereafter. These terms shall have the same meaning in the singular and the plural.

- **"Buyer":** refers to any natural or legal person proceeding with an Order for a Product from the Seller through the Marketplace. The Buyer may be:
    - **"Consumer Buyer":** refers to any person who guarantees having the status of a consumer as defined by law and case law. In this respect, it is expressly provided that the Buyer is a natural person acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.
    - **"Professional Buyer":** refers to any person who guarantees having the status of a professional as defined by law and case law. In this respect, it is expressly provided that the Buyer is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.
- **"Order":** refers to the act of purchase carried out by a Buyer of a Product sold on the Marketplace by a Seller.

- **"Account":** refers to the interface accessible by the Buyer by means of their Identifiers allowing them to access their personal information and to manage and track their Orders.
- **"Commercial Conditions":** refers to these Commercial Conditions applicable to the sale of any Product carried out via the Marketplace and supplementing, as the case may be (in the event of absence, gap, or contradiction), the Seller's GTC.
- **"Seller's General Terms and Conditions of Sale"** or **"Seller's GTC":** refers to the terms and conditions of sale specific to the Seller governing the Order.
- **"General Terms of Use"** or **"GTU":** refers to the conditions under which any User of the Marketplace may browse the Marketplace and, where applicable, place an Order.
- **"Contract of Sale"** or **"Contract":** refers to the contractual framework governing the sale of the Product through the Marketplace. The Contract of Sale consists of the Seller's GTC, possibly supplemented or even replaced by the Commercial Conditions as well as any other annexed document concluded between the Seller and the Buyer to govern the said sale, and in particular the Product Sheet. It is specified that in the event of a gap, absence, or contradiction between the Commercial Conditions and the Seller's GTC, the Commercial Conditions shall apply as a priority.
- **"Elements":** refers to all information, texts, logos, trademarks, animations, drawings and models, photographs, Product Sheet, data, hypertext links, and generally all elements and content published on the Marketplace by the Seller.
- **"Product Sheet":** refers to the commercial offer presenting the characteristics, legally required essential information, and photographs attached to a Product as well as the conditions of sale applied by the Seller for this Product.
- **"Identifiers":** refers to the email address of the Buyer and the password chosen by the latter, necessary for access to their Account on the Marketplace.
- **"Delivery":** refers to the delivery service of the Order by the Seller or any person mandated by them at the place of delivery provided by the Buyer.
- **"Operator":** refers to the company Vente-Unique.com as identified at the beginning hereof.
- **"Parties":** in the plural, refers together to the Buyer and the Seller. In the singular, refers to only one of the two Parties.
- **"Marketplace":** refers to the Marketplace accessible at the address www.vente-unique.ie.
- **"Payment Service Provider (PSP)":** refers to the company, holding a banking license, providing, through the Operator, payment services to Sellers in order to allow them to collect payments from Buyers.
- **"Product":** refers to any authorized new product referenced on the Marketplace by a Seller.
- **"User":** refers to the generic term designating any person browsing the Marketplace, regardless of their status: internet user, Seller, or Buyer.
- **"Seller":** refers to any professional seller whose Products are referenced on the Marketplace. The Seller guarantees having the status of a professional as defined by law and case law. In this respect, it is expressly provided that the Seller is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.

Article 2. Purpose

These Commercial Conditions aim to harmonise the commercial policy applicable to sales of Products carried out through the Marketplace.

They apply in the event of absence, gap or contradiction between the Seller's GTC and these Commercial Conditions.

Article 3. Acceptance of the Commercial Conditions

Any Order of Products necessarily implies the unreserved acceptance of these Commercial Conditions.

The Buyer may take cognisance of these Commercial Conditions at the time of the Order of a Seller's Product by means of a hypertext link and they must be consulted before placing the Order.

The Buyer is invited to read carefully, download, print the Commercial Conditions available at the time of the Order and to keep a copy thereof.

The Buyer is recommended to read the Commercial Conditions available on the Marketplace at each new Order, the latest version of the Commercial Conditions applying to any new Order of Products.

The Buyer, prior to the placing of any Order, declares having full legal capacity allowing them to commit and to conclude any Contract of sale.

Article 4. Information relating to Buyers

Using their Identifiers, the Buyer may log in to their Account and place an Order for Products with the Seller.

The Professional Buyer undertakes to place Orders exclusively for professional purposes and not to purchase Products for the purpose of reselling them.

The Consumer Buyer declares, prior to their Order, that the purchase of Products on the Marketplace is unrelated to their professional activity and is limited to strictly personal use.

The information provided by the Buyer to the Seller during an Order must be complete, accurate and up to date.

The Seller reserves the right to ask the Buyer to confirm, by any appropriate means, their identity, eligibility and the information provided.

Article 5. Contract of Sale

Once all the steps of the Order process (choice of Products, analysis of its essential characteristics, creation of an Account or connection to the Account, provision of delivery information, payment of the order, analysis of the payment summary before final confirmation of the Order) have been completed in accordance with the General Terms of Use of the Marketplace, a page is displayed acknowledging receipt of the Buyer's Order. A copy of the acknowledgement of receipt of the Order is automatically sent to the Buyer on their Account and by email, provided that the email address provided is correct.

In the event of a contradiction between the Seller's GTC and the Commercial Conditions, or in the event that the Seller's GTC are absent or incomplete on any point, the provisions of the Commercial Conditions shall apply as a priority.

The essential characteristics of the Products and the information made mandatory under applicable law are integrated into the Product Sheet and/or the Seller's GTC as the case may be.

Article 6. Right of Withdrawal

This Article 6 is only applicable to Consumer Buyers.

6.1. Principle of the right of withdrawal and period:

The Consumer Buyer has a withdrawal period of fourteen (14) clear days to exercise their right of withdrawal with the Seller from the date of receipt of the Product or the collection of the Product (by them or by a third party, other than the carrier, designated by them).

If the Order relates to several Products delivered separately or "in the case of an order for a good consisting of multiple lots or pieces the delivery of which is staggered over a defined period, the withdrawal period runs from the receipt of the last product or lot or the last piece".

6.2. Notification of the right of withdrawal:

To exercise their right of withdrawal, the Consumer Buyer must notify the Seller of their decision to withdraw by means of an unambiguous statement via any medium or, where applicable, any withdrawal functionality made available to them.

They may also use the form available in Annex 3 of these Commercial Conditions.

In order for the withdrawal period to be respected, the Consumer Buyer must transmit their communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

6.3. Effects of withdrawal:

In the event of withdrawal by the Consumer Buyer, the Seller undertakes to reimburse all sums paid, including delivery costs (with the exception of additional costs arising, where applicable, from the choice by the Consumer Buyer of a delivery method other than the standard delivery method offered by the Seller) without undue delay and at the latest within fourteen (14) days from the date on which it is informed of the Consumer Buyer's decision to withdraw.

Unless they offer to collect the Products themselves, the Seller may defer the reimbursement until the Products are recovered or until the Consumer Buyer has provided proof of the shipment of the Products, whichever is the earlier.

The Seller will proceed with the reimbursement using the same means of payment as that used by the Consumer Buyer for the initial transaction, unless the Consumer Buyer expressly agrees to the use of another means of payment and provided that the reimbursement does not result in costs for the Consumer Buyer.

The Consumer Buyer shall in any event, at the latest fourteen (14) days after communicating their decision to withdraw from this Contract of Sale, return or restore the Product to the Seller or to a person designated by the latter, unless the Seller offers to collect the Product themselves.

This period is deemed to have been respected if the Consumer Buyer returns the Product before the expiry of the fourteen (14) day period.

In the event of loss of the Product during the return of the Product, in the case where the Consumer Buyer has not returned the Product to the address and according to the methods communicated by the Seller, neither the Seller nor the Operator may be held responsible in the event of the impossibility of reimbursement.

The Consumer Buyer shall bear the direct costs of returning the goods, unless the Seller agrees to bear them.

6.4. Condition of the returned Product:

The Product must be returned according to the Seller's instructions and must include, in particular, all delivered accessories.

The Consumer Buyer's liability is only engaged in the case of depreciation of the Product resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of this Product.

6.5. Legal exclusions from the right of withdrawal:

The right of withdrawal may not, in particular, be exercised for contracts in accordance with the regulations for:

- The supply of products whose price depends on fluctuations in the financial market beyond the control of the Seller and likely to occur during the withdrawal period;
- The supply of products which have been unsealed by the customer after delivery and which cannot be returned for reasons of hygiene or health protection;
- The supply of products which, after being delivered and by their nature, are inseparably mixed with other items;
- The supply of products liable to deteriorate or expire rapidly;
- The supply of audio or video recordings or computer software where they have been unsealed by the customer after delivery;
- The supply of newspapers, periodicals or magazines, with the exception of subscription contracts for the supply of such publications;
- The supply of digital content not supplied on a tangible medium, where the performance has begun with the customer's prior express consent and their acknowledgement of the loss of their right of withdrawal;
- The supply of services fully performed before the end of the withdrawal period, where the performance has begun with the customer's prior express consent and their acknowledgement of the loss of their right of withdrawal;
- For items for which an assembly and/or installation service (optional and not mandatory) is offered (furniture, wall beds, etc.), where the customer has expressly requested that the performance of the said service begin before the expiry of the withdrawal period and has acknowledged that they will lose their right of withdrawal once the service has been fully performed.

Article 7. Payment

7.1. Means of Payment:

Payments made in connection with Orders placed via the Marketplace are managed by the Payment Service Provider, the Operator not coming into possession of the financial flows corresponding to the payments. The Buyer may pay for their Products online on the Marketplace by bank card (Visa / Maestro / Mastercard etc.). When choosing their means of payment, the Buyer will be redirected to a secure space corresponding to this choice in order to proceed with the payment. The Client declares that they are informed of the fact that any payment on the Marketplace is made via the Payment Service Provider, managing the financial flows. In this context, the Buyer guarantees to the Seller that they hold all the authorisations required to use the chosen means of payment. All necessary measures will then be taken by the Operator to guarantee the security and confidentiality of the data transmitted online as part of the online

payment on the Marketplace.

7.2. Date of payment:

The Buyer will be debited for the amount of the Order upon confirmation of the Order by the Seller.

7.3 Refusal of payment:

In the event that, for whatever reason, opposition, refusal or other, the transmission of the flow of money due by the Buyer proves impossible, the Order and the sale shall be cancelled.

7.4. Late payment for Professional Buyers:

This article 7.4 is only applicable to Professional Buyers. In the event of default or delay in payment, the Seller applies late payment penalties under the following conditions:

- Late payment interest will be calculated on the amount excluding tax remaining due, at the rate corresponding to the reference rate of the European Central Bank (ECB), plus eight (8) percentage points, in accordance with the applicable regulations regarding late payments in commercial transactions.
- The professional Buyer shall also be liable as of right, without a prior reminder being necessary, for a minimum fixed compensation of forty (40) euros in respect of recovery costs.
- When the recovery costs incurred are higher than the amount of this fixed compensation, the Seller may request additional compensation, upon justification.
- Late payment penalties are payable as of right from the day following the payment date appearing on the invoice, without a prior reminder being necessary.

Article 8. Delivery

8.1. Delivery methods:

Products referenced on the Marketplace can only be delivered in Ireland. The Buyer is invited to refer to the sheet for each Product in order to know the Delivery methods offered by the Seller and the applicable delivery periods. The Buyer will be notified of the shipment of their Order and will receive a link allowing them to track the Delivery thereof. It is specified that, within the framework of an Order comprising several Products, the Seller shall be entitled to ship the Order in several parts, provided that this does not generate any additional costs for the Buyer. The Delivery methods are referred to in Annex 2 of these Commercial Conditions.

8.2. Transfer of risks with regard to Consumer Buyers:

This article 8.2 is only applicable to Consumer Buyers. Risks are transferred to the Consumer Buyer at the moment when the latter or a third party designated by them takes physical possession of the Product. Thus, the risks of loss or damage to the Products acquired, as well as the risks of damage they may cause, are transferred to the Consumer Buyer at the moment of receipt by them or by a third party designated by them other than the carrier. In the event of delivery to a carrier other than the one offered by the Seller, the risk of loss or damage to the Product is transferred to the Consumer Buyer upon delivery of the Product to the carrier.

8.3. Transfer of ownership with regard to Professional Buyers:

This article 8.3 is only applicable to Professional Buyers. Unless otherwise specifically agreed between the parties, the transfer to the Professional Buyer of the risks of theft, loss, deterioration or destruction takes place upon Delivery or, in the event of delivery to a carrier, upon delivery of the goods to the first carrier.

Article 9. Legal Warranties

In addition to any commercial warranties that the Seller may offer for certain Products, legal warranties apply under the conditions detailed in Annex 1 of these Commercial Conditions.

Article 10. Liability

10.1. With regard to Consumer Buyers

This Article 10.1 is only applicable to Consumer Buyers.

The Seller shall not be liable in the event of loss or destruction of any property, damage or expense having as its direct or indirect origin the misuse of the Product by the Consumer Buyer, whether independently or in combination with another Product.

Furthermore, the Seller's liability may in no case be engaged in the event of non-performance or poor performance of contractual obligations attributable to the Consumer Buyer, particularly during the entry of their Order.

The Seller may not be held responsible, or considered to have failed hereunder, for any delay or non-performance, when the cause of the delay or non-performance is linked to an event of force majeure.

10.2. With regard to Professional Buyers

This Article 10.2 is only applicable to Professional Buyers.

Unless there are public policy provisions to the contrary, the Seller shall not be liable for the occurrence of any damage of any nature whatsoever resulting directly or indirectly from the use or the impossibility of use of the Products and in particular:

- The Seller shall not be liable for the occurrence of any special, indirect or incidental damage such as, in particular, reduction in production, loss of profits, even if the Professional Buyer has been warned of the possibility of the occurrence of such damage or loss;
- The Seller shall not be liable in the event of loss or destruction of any property, damage or expenses having as its direct or indirect origin the use, misuse or inability to use the Product by the Professional Buyer, whether independently or in combination with another Product;
- The Seller shall not be liable in the event of commercial loss of any nature whatsoever;
- The Seller shall in no case be required to provide replacement equipment.

In no event shall the contractual liability of the Seller, as it may be engaged under the Seller's GTC and these presents, exceed the amount of the sums paid or remaining to be paid by the Professional Buyer for the purchase of the Product in question.

Article 11. Force Majeure

The Seller's liability may not be implemented if the non-performance or delay in the performance of one of its obligations described in these Marketplace Commercial Conditions arises from an event of force majeure.

There is force majeure in contractual matters when an event beyond the control of the debtor, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation by the debtor.

In the event of the occurrence of one of the aforementioned events, the Seller shall endeavour to inform the Buyer as soon as possible.

Article 12. Personal Data

The Seller may be required to collect and process the personal data of Marketplace Buyers when Ordering Products. In this respect, it guarantees that it processes this data in compliance with the rights and obligations arising from the General Data Protection Regulation (GDPR).

The Buyer's data are kept confidentially by the Seller, for the purposes of the Contract of sale, its execution and in compliance with the law.

In accordance with the GDPR, the Seller shall ensure the implementation of the rights of the data subjects.

It is recalled that the Buyer whose personal data are processed benefits from the rights of access, rectification, updating, portability and erasure of information concerning them, as well as a right to restriction of processing in accordance with the provisions of Articles 15, 16, 17 and 18 of the GDPR.

In accordance with the provisions of Article 21 of the GDPR, the Buyer may also, for legitimate reasons, object to the processing of data concerning them, without reason and without cost.

The Buyer may also define the fate of their data after their death and choose whether or not the Seller communicates their data to a third party that the Buyer has previously designated.

The Buyer may exercise all of these rights by sending an email to the Seller and/or to dpo@vente-unique.com.

- This email address is exclusively for GDPR requests and personal data management.

  If you have any questions about your order, our team is available by clicking here.

Finally, the Buyer may also lodge a complaint with the supervisory authorities.

Article 13. Intellectual Property

All Elements published on its personal space are the property of the Seller, or are Elements for which it has a license for use.

Any representation or reproduction, total or partial, of the Elements, by any process whatsoever, without the express prior authorisation of the Seller, is prohibited and will constitute an

infringement sanctioned by the legal provisions in force.

Acceptance of these Commercial Conditions constitutes acknowledgement by the Buyer of the Seller's intellectual property rights and a commitment to respect them.

Article 14. Modification of the Commercial Conditions

These Commercial Conditions may be modified and updated at any time. It is however specified that the applicable Commercial Conditions are those in force at the time of the Order. Thus, modifications made to the Commercial Conditions will not apply to Products already ordered.

Article 15. Applicable Law and Competent Court

15.1. With regard to Consumer Buyers

This Article 15.1 is only applicable to Consumer Buyers.

THESE COMMERCIAL CONDITIONS AS WELL AS THE RELATIONS BETWEEN THE CONSUMER BUYER AND THE SELLER ARE GOVERNED BY IRISH LAW.

However, prior to any recourse to a judge, the Consumer Buyer is invited to contact the Seller via their Account or by any other means made available to them, in order to seek an amicable solution.

In the event of failure of this process, the Consumer Buyer may resort free of charge to an approved Alternative Dispute Resolution (ADR) entity in Ireland, in accordance with the applicable provisions. The list of competent ADR entities is accessible on the website of the Competition and Consumer Protection Commission (CCPC). This process remains optional and does not constitute a mandatory prerequisite for referring the matter to the competent jurisdictions.

The Consumer Buyer also has the possibility of resorting to the European Online Dispute Resolution (ODR) platform accessible at the following address: https://ec.europa.eu/consumers/odr.

IN THE ABSENCE OF AN AMICABLE AGREEMENT WITHIN A PERIOD OF ONE (1) MONTH FROM THE REFERRAL BY ONE OF THE PARTIES, THE DISPUTE MAY BE SUBMITTED TO THE COMPETENT COURTS.

15.2. With regard to Professional Buyers

This Article 15.2 is only applicable to Professional Buyers.

The competent commercial court within the jurisdiction of which the Seller's registered office is located shall have jurisdiction to hear any dispute regarding the application of these commercial conditions as well as their interpretation, their execution and subsequent sales contracts concluded by the Seller, or regarding the payment of the price, and this even in the event of a plurality of debtors, impleader or summary proceedings.

However, the Seller reserves the right to summon the Professional Buyer before the commercial court in the jurisdiction of which the Professional Buyer has their domicile.

However, prior to any recourse to an arbitrator or state judge, negotiation in a spirit of loyalty and good faith shall be preferred with a view to reaching an amicable agreement upon the

occurrence of any conflict relating to these Commercial Conditions, including regarding its validity.

The Party wishing to implement the negotiation process must inform the other Party by registered letter with acknowledgement of receipt indicating the elements of the conflict. If at the end of a period of one (1) month, the Parties have not reached an agreement, the dispute will be submitted to the competent jurisdiction designated above.

Throughout the entire negotiation process and until its outcome, the Parties refrain from exercising any legal action against each other and for the conflict subject to the negotiation. By exception, the Parties are authorised to refer to the court for summary proceedings or to seek the issuance of an order on application. A possible action before the court for summary proceedings or the implementation of a procedure on application does not entail on the part of the parties any waiver of the amicable arrangement clause, unless expressly intended otherwise.

The Professional Buyer and the Seller expressly agree that all of their exchanges and actions occurring through the Marketplace will have evidentiary force and may be used in support of one of their claims before any body, administration or jurisdiction.

Annex 1 – Legal Warranties applicable to Consumer Buyers

1.1 Warranty conditions

In accordance with the provisions of the Consumer Rights Act 2022, the Consumer Buyer benefits from statutory rights in the event of a lack of conformity of the product existing at the time of delivery and appearing within a period of three (3) years from said delivery.

In the context of sales carried out via the Marketplace, it is specified that the third-party Seller is solely responsible for the legal warranty of conformity towards the Consumer Buyer.

In the event of a lack of conformity, the Consumer Buyer must inform the third-party Seller within a reasonable period after having become aware of it.

When the product is recognised as non-conforming, the Consumer Buyer may, in accordance with the law, obtain from the Seller at no cost:

- the bringing into conformity of the product by repair or replacement,
- or, if this is impossible or disproportionate, an appropriate reduction in price,
- or the rescission of the contract with reimbursement of the price paid, under the conditions provided for by law.

The Seller shall bear the costs necessary to bring the product into conformity, including return, labour and shipping costs.

This legal warranty applies independently of any commercial warranty possibly granted by the Seller.

Vente-unique.com, in its capacity as marketplace operator, is not the seller of the products and as such assumes no liability in respect of the legal warranty of conformity.

1.2 Procedures for implementing the legal warranty

The legal warranty of conformity applies subject to the product being used in accordance with its normal purpose and the instructions provided by the Seller.

The following are not covered by the warranty:

- damage resulting from abnormal or non-compliant use of the product, a defect in installation or maintenance, or the unauthorised intervention of a third party;
- damage linked to an external cause (shock, fall, humidity, excessive heat, electrical surge, etc.);
- consumables and items requiring regular replacement (batteries, cells, filters, lamps, fuses, remote controls, cables, etc.);
- defects resulting from assembly or installation not complying with the manufacturer's instructions, when it has not been carried out by a qualified professional;
- professional or collective use of the product.

These exclusions do not deprive the Consumer Buyer of their statutory rights regarding conformity as provided for by the Consumer Rights Act 2022, which are exercised directly against the Seller.

Annex 2 – Delivery Policy

1. Delivery Zone

The default Delivery zone is Ireland, it being specified that the Seller may restrict the geographical Delivery zone.

It is impossible to place an Order for any Delivery address located outside this Delivery zone. The Products are shipped to the Delivery address that the Buyer has indicated during the order process.

2. Product Shipment

An electronic message will be automatically addressed to the Buyer at the time of shipment of the Products provided that the email address appearing in the registration form is correct.

3. Delivery Times & Costs

During the Order process, the Seller indicates to the Buyer the possible delivery times and options for the purchased Products. Delivery costs are indicated in the Order tunnel.

4. Delivery Methods

Delivery methods are detailed on the Seller's Product Sheet.

5. Delivery Problems

5.1. With regard to Consumer Buyers

This article 5.1 is only applicable to Consumer Buyers.

It is the responsibility of the Consumer Buyer to check the delivered Product upon delivery.

In the event of an incomplete or damaged Product or apparent non-conformity, the Consumer Buyer must refuse them, as the recording of reservations on the Delivery note upon receipt of said Products is ineffective.

In the event of the Seller's failure to meet its Delivery obligation, the Consumer Buyer may

notably rescind the Contract of Sale after having given formal notice to the Seller to perform the Delivery within a reasonable additional period and when the latter has not complied. The Contract of sale will be considered rescinded upon receipt by the Seller of the letter or written document informing it of this rescission unless the Seller has performed in the meantime.

The Consumer Buyer may however immediately rescind the Contract of Sale:

- When the Seller refuses to deliver the Product or when it is manifest that it will not deliver the Product;
- When the Seller does not perform its Delivery obligation of the Product on the date or at the expiry of the period provided and this date or period constitutes an essential condition of the Contract of Sale for the Consumer Buyer. This essential condition results from the circumstances surrounding the conclusion of the Contract of sale or from an express request of the Consumer Buyer before the conclusion of the Contract of sale.

When the Contract of Sale is rescinded, the Seller reimburses the Consumer Buyer for all sums paid, at the latest within fourteen days following the date on which the Contract of Sale was terminated.

5.2. With regard to Professional Buyers

This article 5.2 is only applicable to Professional Buyers.

The Delivery time indicated during the Order is given for information purposes only and is in no way guaranteed.

Consequently, any delay in making the Products available may not give rise, for the benefit of the Professional Buyer, to:

- The allocation of damages;
- The allocation of penalties;
- The cancellation of the Order.

It is the responsibility of the Professional Buyer to check the delivered Products upon Delivery.

In the event of missing or damaged Products or apparent non-conformity, the Professional Buyer must formulate all necessary reservations on the Delivery note upon receipt of said Products.

Failing this, the Professional Buyer is deemed to have accepted the Products without reservation.

The Professional Buyer must provide any justification as to the reality of the defects observed, with the Seller reserving the right to proceed, directly or indirectly, with any observation and verification on site.

The return of non-conforming Products is subject to the prior acceptance of the Seller. Failing this, the Professional Buyer is deemed to have accepted the Products without reservation.

Annex 3 – Withdrawal Form

WITHDRAWAL FORM

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

To: VENTE-UNIQUE – 9/11 rue Jacquard 93310 Le Pré Saint Gervais - email: service-marketplace@vente-unique.com

I hereby notify you of my withdrawal from the contract relating to the Services below:

_____

Ordered on:

Name of consumer(s):

Address of consumer(s):

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

Date: