

General Terms and Conditions of Sale

HomeCineSolutions dated February 26, 2025

1. Definitions

The following words and expressions shall have the following meanings within the framework of the Contract:

General Terms and Conditions: These general terms and conditions in effect on the date the Order is validated by the Customer.

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

Order: The set consisting 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 upon between the Parties.

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

Cookie: A small file stored on the hard drive of the Customer's computer terminal, enabling the Website to record information during each visit by the Customer, thus facilitating navigation from one page to another on the Website.

Commercial Documentation: All information related to the Products listed on the Website, including their descriptive sheets.

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

Identifier: 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 <https://homecinesolutions.fr> and all its pages.

2. Purpose

The General Terms and Conditions aim to define the conditions under which:

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

3. Products

3.1. Product Availability

Product offers are valid during their presentation on the Website, subject to available stock. In the event of partial or total unavailability of Products after the Order has been placed, HomeCineSolutions will inform the Customer as soon as possible via email and/or phone call. In accordance with Article L. 121-20-3 of the Consumer Code, the Customer will be reimbursed for the price of unavailable Products within fourteen (14) days of their request.

3.2. Product Description

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

3.3. Handling of Used Electrical and Electronic Products

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 case of dispersion of these substances, the Customer is informed that such end-of-life, obsolete, or non-functional equipment must not be disposed of in regular trash or municipal recycling bins, in accordance with the applicable community regulations in all European Union member states.

Used electrical and electronic equipment can be:

- Dropped off at a waste collection center or a collection point set up by local authorities;
- Donated to a social-purpose organization;
- Taken back by HomeCineSolutions within the limit of the quantity and type of equipment purchased during the Order.

To benefit from the take-back of used electrical and electronic products by HomeCineSolutions, the Customer must, before validating their Order, indicate in the "Comments" section on the Order summary page that they request the take-back of all or part of the replaced products. In this case, HomeCineSolutions will contact the Customer via email or phone call before shipping the Products to organize the conditions under which the used electrical and electronic products will be collected.

4. Order

4.1. Order 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, noting that creating an Account, not subject to a prior purchase obligation, can be done 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 Cart." The Customer validates this list and initiates the Order process by clicking on "I Order." After validating their Identifier, the Customer chooses, among the pre-registered addresses 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 among the options offered by HomeCineSolutions. After choosing the payment method, the Customer accesses the summary of their Order. At this stage, the Customer can still modify the selected Products, billing and/or delivery addresses, and/or delivery and/or payment methods. If the Customer approves the terms of the Order as a whole, they must agree to 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 accordance with Articles 1316-2 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 unreserved acceptance of the Order, including the General Terms and Conditions applicable on the day of the Order. The information provided or validated by the Customer during their Order (notably name and delivery address) is binding on them. HomeCineSolutions cannot be held liable in case of error, inaccuracy, or omission of information preventing or delaying the delivery of the Products.

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 suspensive condition of payment under the conditions of Article 6.3.

However, the Client acknowledges and accepts that HomeCineSolutions may not accept and/or may refuse to honor their Order for a legitimate reason, including but not limited to:

- A legal prohibition on selling the Products concerned;
- The abnormality of the Order, particularly regarding the number of Products ordered in light of HomeCineSolutions' status as a retailer;
- The Client's manifest bad faith;
- Legitimate suspicion of fraud;
- The impossibility of delivering the Products to the country or address chosen by the Client;

- A manifest error in the General Conditions, the price, or the description of the Products purchased by the Client as part of their Order;
- The existence, current or prior, of a dispute related to the payment of a previous order placed with HomeCineSolutions or another company.

5. Right of Withdrawal

In accordance with Article L. 121-20 of the Consumer Code, the Client who is not acting for purposes within the scope of their professional activity has a period of fourteen (14) clear days from the delivery of the Products to return the Products, without having to justify any reason or pay penalties, except for the return shipping costs, which are the Client's responsibility.

The Client who purchases within a professional context acknowledges and accepts that providing HomeCineSolutions with their intra-community VAT number and up-to-date registration certificate constitutes proof of a purchase intended for professional purposes, which does not allow them to benefit from the right of withdrawal under Article L. 121-20 of the Consumer Code.

In accordance with Article L. 121-20-2 of the Consumer Code, the Client acknowledges and accepts that they cannot exercise their right of withdrawal for Products that, by their nature, cannot be reshipped, and Products made according to the Client's specifications (including custom-made Products or Products with personalized finalization(s)) or sealed Products that cannot be returned for health or hygiene reasons and that have been unsealed by the Client after delivery.

In accordance with Articles L. 121-21 and L. 221-18 of the Consumer Code, the sole starting point for the withdrawal period in the case of an online sale is the moment of delivery of the Product. The withdrawal period begins on the day the Product is received by the Client or a third party designated by the Client, other than the carrier.

In the case of an Order involving several Products delivered separately, the period begins upon receipt of the last Product or batch or the last piece.

The Client may freely exercise their right of withdrawal. They must notify HomeCineSolutions of their decision to withdraw through a declaration free of any ambiguity. Notification may be made by any means deemed appropriate: telephone at the number indicated in the Order confirmation email, email to sav@homecinesolutions.fr, or simple postal mail.

A standard withdrawal form can be downloaded at <https://homecinesolutions.fr/mentions-legales-cgv> and must be attached to the withdrawal notification.

The Products must be returned to the following address: HomeCineSolutions, 3 rue Ferdinand de Lesseps, 60200 Compiègne, France.

The Products must be returned in perfect condition:

- In their original packaging, packaging not manifestly or excessively damaged, deteriorated, or soiled by the Client;
- Accompanied by all their accessories, including manuals, remote controls, cables, and warranties;
- Products not damaged, deteriorated, or soiled.

Products not returned in perfect condition will be refused.

Returned Products travel at the Client's risk, and as such, HomeCineSolutions advises the Client to take all appropriate insurance to cover this risk, up to the purchase value of the returned Products, as well as all appropriate measures for optimal protection of the Product.

After verifying the condition of the Products, HomeCineSolutions will reimburse the Client within fourteen (14) days from the date they exercised their right of withdrawal, by:

- Crediting the Client's PayPal account used for the Order in the case of initial payment by PayPal;
- Crediting the Client's bank account used for the Order in the case of payment by any other payment method.

6. Financial Conditions

6.1. Price

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

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

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

The Products are invoiced to the Client at the rate in effect on the day the Order is placed.

6.2. Order Processing and Shipping Fees

Unless the Products are picked up in-store under the conditions of Article 7 of the General Conditions, for any Order, the Client may be charged, in addition to the price of the Products, processing and shipping fees for the Order. The amount of these fees depends on the delivery method and location chosen by the Client, as well as the weight, dimensions, and insured value of the ordered Products. The Client is informed, on the delivery method selection page, of the amount of these fees.

In the event that the Client is absent during the delivery of the Products, the Client acknowledges and accepts that the carrier may, if applicable, charge additional passage fees. When the Client has chosen standard delivery and the carrier has scheduled an appointment with the Client, if the Client is not present on the scheduled day when the carrier arrives for delivery, a flat fee of €50 for a second presentation will be requested from the Client.

6.3. Payment Terms

The Client 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 HomeCineSolutions bank account, the details of which are provided to the Client at the time of the Order.

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

Bank fees and commissions resulting from payment by bank transfer are exclusively borne by the Client. Any transfer not free of charges may be refused by HomeCineSolutions.

HomeCineSolutions confirms receipt of payment to the Client by email. However, the payment is only considered completed after final registration in HomeCineSolutions' bank account and the expiration of the reversal periods, which vary depending on the payment method.

Once completed, the payment for the Products results in the transfer of ownership of the Products to the Client.

The Client acknowledges and accepts that failure to receive payment within fifteen (15) calendar days following the Order will result in the cancellation of the Order, without any fault being attributed to HomeCineSolutions, even if the delay in receiving the payment is due to a third party beyond the Client's control.

6.4. Invoicing

For every Order, HomeCineSolutions will issue an invoice to the Client, which may be electronic, for the Products. In the case of an electronic invoice, the Client will be able to access and download it from their Account.

6.5. Payment of your order in installments through credit financing with Alma

HomeCineSolutions offers the Client Alma's credit service for the payment of purchases and execution of payment. This is subject to the Client's acceptance of the General Terms or the credit agreement proposed by Alma.

Any refusal of credit approval by Alma for an order may result in its cancellation.

Any termination of the General Terms binding the Client and HomeCineSolutions will result in the termination of the General Terms or the credit agreement between Alma and the Client.

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

6.6. Payment of your order in installments through credit financing with Younited

HomeCineSolutions offers its clients Younited's credit service for the payment of their purchases and execution of payment. This is subject to the client's acceptance of the credit agreement proposed by Younited.

HomeCineSolutions (ORIAS no. 24000288) acts as a non-exclusive banking operations intermediary for Younited. HomeCineSolutions facilitates credit operations without acting as a lender.

Any refusal of credit approval by Younited for an order may result in its cancellation.

Younited is a credit institution, a partner of HomeCineSolutions, managing the installment payment solution offered on the site.

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

7. Retention of Ownership Clause

In accordance with Law 80-335 of May 12, 1980, goods sold remain the property of HomeCineSolutions until full payment of the price by the Client. The transfer of ownership of the products is therefore subject to full payment of the price by the Client, including principal and accessories, even in the case of granted payment extensions.

The Client undertakes, 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 face or cause.

In the event of non-payment of the price by the agreed deadline, and after an unsuccessful formal notice, HomeCineSolutions may repossess the goods at the Client's expense and risk. The Client must return the unpaid goods upon the Seller's first request, without prejudice to any damages.

In the event of seizure or any other third-party intervention on the goods, the Client is required to immediately inform HomeCineSolutions and take all necessary measures to preserve the seller's rights.

In the event of the return of products, the Client agrees to reimburse the costs incurred by HomeCineSolutions for the recovery of the products.

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

8. Delivery

Delivery takes place at the address chosen by the Client 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 containing the mention "Care of." An Order cannot be delivered to multiple addresses.

Provided the delivery address can be effectively served, the Products may, at the Client'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 traceable shipping time. The Order is considered delivered as soon as it is made available to the Client, notably by the carrier, within forty-eight (48) to ninety-six (96) hours;
- Collected, for small-sized parcels weighing a maximum of twenty (20) kilograms, from a partner in the Chronoposte, Coliposte, or Post Office network, whose list is available at the time of the Order.

The Client acknowledges and accepts that, depending on the delivery location, some of these delivery methods may not be available.

When the Order includes several Products with different delivery dates, the Client acknowledges and accepts that delivery will be made collectively on the latest of these dates. In any case, before validating their Order, the Client is informed of the maximum delivery time for the Products, based on information provided by suppliers. In the event of exceeding this time, HomeCineSolutions will contact the Client by email or phone to inform them. In accordance with Article L. 121-20-3 of the Consumer Code, in the event of a delay or absence of delivery not justified by force majeure exceeding seven (7) days from the delivery date indicated by HomeCineSolutions, the Client may cancel the Order within thirty (30) days from the initially scheduled delivery date. The cancellation of the Order can be made by any means the Client deems appropriate: phone, email to the number mentioned in the Order confirmation email, or a simple letter.

The Order is considered canceled as of the date HomeCineSolutions receives this email, unless the delivery of the Products to the Customer occurred between the phone call to Customer Service and the receipt of the cancellation of the Order. The Customer will be refunded the amounts paid for the Order, except for any return shipping costs, which remain their responsibility, within fourteen (14) days from the request to cancel the Order, under the conditions defined in Article 5 of the General Terms and Conditions.

The delivery of the Product is announced to the Customer by sending an email that may include a tracking number to ensure the traceability of the shipment. The delivery of the Order is considered completed as soon as it is made available to the Customer, notably by the carrier, as evidenced by the carrier's tracking system or at the time of its collection in-store. Delivery transfers the risks to the Customer.

In the case of delivery "by appointment," the Customer must be present when the delivery person arrives on the agreed date. If absent during this first attempt, the Customer will be responsible for picking up their packages at the carrier's depot. The Customer may also request a second delivery attempt. This second attempt will be at the Customer's expense, charged at an amount equal to the shipping costs of the order.

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

The delivery of the Products generally occurs within two (2) to six (6) business days from the email sent to the Customer. However, if the package is not received by the end of this period, the Customer must contact the nearest Post Office or collection point to the delivery location. If neither the Post Office or collection point nor the package tracking can locate the package, the Customer must contact HomeCineSolutions as soon as possible. An investigation with the carrier's services will be initiated by HomeCineSolutions, with results available within a maximum of forty-five (45) days. If the package is found, it will be sent to the Customer. If the package is declared lost, HomeCineSolutions will inform the Customer and refund the Order (Products and shipping costs) by crediting the Customer's bank account or via bank transfer under the conditions of Article 5 of the General Terms and Conditions.

If the Customer has canceled the Order and the Products are nevertheless delivered to them by La Poste, the Customer agrees to refuse the delivery or return the Products to HomeCineSolutions within a maximum of ten (10) days from the delivery date. If the Products are not returned, HomeCineSolutions will charge the Customer for their price.

For delivery by a carrier, it is made to the ground floor of the address provided by the Customer and generally occurs within one (1) to five (5) business days.

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

If Products are returned to HomeCineSolutions for reasons such as "unclaimed" or "does not live at the indicated address," the Customer will be refunded the price of their Order, excluding the return shipping costs. If the Customer is absent during delivery, a delivery notice will be left in their mailbox. The Customer must then:

- Collect the package from the Post Office or collection point within fifteen (15) days of the notice being left; or
- Contact the carrier as soon as possible to collect the package within fifteen (15) days of the notice being left or arrange a new delivery date.

If the above deadlines are exceeded, the package will be returned to HomeCineSolutions. The HomeCineSolutions Customer Service will then contact the Customer to organize, if necessary, a possible reshipment of the Products at the Customer's expense or, if the Customer does not respond within a reasonable time, refund the Customer for the amounts paid for the Order, excluding the shipping costs, which remain their responsibility.

Without prejudice to the provisions of Articles 5 and 9, the Customer must check the condition of the shipped Products upon arrival and make any justified reservations and claims, or even refuse the package if it appears to have been opened or shows obvious signs of damage.

To allow HomeCineSolutions to potentially file a claim against the carrier, these reservations and claims must be made directly on the delivery slip. Writing "package refused due to damaged item" is recommended; the note "subject to unpacking" cannot be accepted. These reservations and claims must also be confirmed by registered letter with acknowledgment of receipt sent to the carrier within three (3) business days following the delivery of the Products, in accordance with Article L133-3 of the

Commercial Code. The Customer must also send a copy of this letter to HomeCineSolutions by post or email.

9. Warranties

9.1. Legal Warranty

Independently of the commercial warranty, HomeCineSolutions remains liable for the Product's non-conformity with the Order and for hidden defects under the conditions provided in Articles 1641 to 1649 of the Civil Code.

Pursuant to Article L. 211-15 of the Consumer Code, HomeCineSolutions informs the Customer of the following texts:

Article L. 211-4 of the Consumer Code:

The seller is required to deliver goods that conform to the contract and is liable for any lack of conformity existing at the time of delivery. The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions, or installation when this has been made their responsibility by the contract or carried out under their responsibility.

Article L. 211-5 of the Consumer Code:

To conform to the contract, the goods must:

1. Be suitable for the use usually expected of similar goods and, where applicable:
 - ◇ correspond to the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample or model;
 - ◇ have the qualities that a buyer can legitimately expect given the public statements made by the seller, producer, or their representative, particularly in advertising or labeling;
2. Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the seller's attention, and accepted by the latter.

Article L. 211-12 of the Consumer Code:

The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods.

Article 1641 of the Civil Code:

The seller is bound by the warranty for hidden defects of the sold item that render it unsuitable for the use for which it is intended, or that so diminish its use that the buyer would not have acquired it, or would have paid a lower price for it, had they known about them.

Article 1648 paragraph 1 of the Civil Code:

The action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the defect.

The Client requests the benefit of this warranty from HomeCineSolutions by registered letter with acknowledgment of receipt. In the event of non-conformity, the Client chooses, unless this choice entails a manifestly disproportionate cost given the value of the item or the importance of the defect, between the repair and the replacement of the Product. The Client may request the cancellation of the Order or, by keeping the Product, obtain a partial refund of the price when repair or replacement is impossible, presents a major inconvenience for the Client given the nature of the Product or the intended use, or cannot be carried out within one (1) month following the Client's claim.

9.2. Commercial Warranty

Products purchased on the Site may be eligible for a contractual warranty, valid only in France, the duration of which is mentioned on the Product's descriptive sheet. In this case, the manufacturer may provide a warranty for "parts" and/or "labor" and/or "travel." The conditions of the commercial warranty applicable to a Product can be consulted on the Product's descriptive sheet.

The invoice provided by HomeCineSolutions serves as the warranty certificate required to activate this commercial warranty. To benefit from this warranty, the Client must contact the manufacturer or the French importer of the Products and, if necessary, send the concerned Product, in its original packaging along with all its accessories, to the manufacturer's nearest service center at their own expense and risk. To learn about the steps to follow, the Client can contact HomeCineSolutions' Customer Service under the conditions of Article 9 of the General Terms and Conditions. HomeCineSolutions may, with the Client's agreement, handle the shipment of the Products to the manufacturer on behalf of the Client, at the Client's expense and risk.

Contractual warranties do not cover:

- Replacement of consumables (e.g., batteries, bulbs, fuses, antennas, headphones, microphones, wear of recording or playback heads...);
- 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;
- Failures related to accessories (notably power cables);
- Defects and their consequences due to intervention by a repairer not authorized by the manufacturer;
- Defects and their consequences related to use not in accordance with the intended purpose of the Product (professional, collective use...);
- 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 Client must 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 and an explanatory letter indicating the nature of the

problem encountered. Return costs are the responsibility of the Client.

9.3.1. Return Kit on Quotation

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

9.4. Extension of Contractual Warranty

At the time of their order, an individual Client using the product for domestic purposes may subscribe to an extension of the contractual warranty for a longer duration and/or broader coverage than the commercial warranty.

A professional client or company client using the product for professional purposes cannot subscribe to this warranty extension.

The billing to an individual, billing in the name of a company, or billing to a professional will determine the validity or invalidity of the warranty extension.

This warranty is provided by MaGarantie, an insurance brokerage company registered with the Evry Trade and Companies Register under number 531 223 279, whose head office is located at 44, rue Gutenberg, 75015 Paris.

The terms and conditions of the warranty extension are defined in a separate contract offered by MAGARANTIE. The Client acknowledges and accepts that HomeCineSolutions, as a third party to this contract, cannot be held responsible for any failure by MAGARANTIE.

10. Customer Service

For any questions or pre-sales information, regarding the follow-up and execution of the Order, the exercise of the right of withdrawal, the activation of any warranty, and the handling of complaints, the Client may contact Customer Service via:

- Internal messaging found in the "My Account" section by accessing the "My Messages" tab;
- Telephone, requiring a multi-frequency phone to navigate the voice server, at +33 (0) 3 51 120 150 (non-premium call), from 10 a.m. to 12 p.m. Tuesday to Saturday and from 2 p.m. to 6 p.m. Monday to Friday;
- Email: suivi@homecinesolutions.fr;
- Postal mail to the following address:

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

11. Responsibility of HomeCineSolutions

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

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

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

- Any indirect and/or immaterial damages, and in particular, any harm related to the Client's activity or mission;
- Any loss of revenue, profit, operation, clientele, and/or income;
- Any commercial or economic harm and/or disruption;
- Any damage to reputation, renown, or brand image suffered by the Client.

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

12. Personal Data

12.1. General Provisions

The Client is informed that HomeCineSolutions, as the data controller, uses personal data concerning them to fulfill its obligations arising from the Order, invoice them, recover payment of amounts due, process the Client's requests, prepare subscription files for warranty extensions and credit payment requested by the Client, keep them informed of the status and follow-up of their Order, and, provided the Client has given prior express consent, send them commercial offers that may interest them.

For these purposes, the Client agrees that their personal data may be stored, processed, and transferred by HomeCineSolutions. By creating an Account, the Client expressly authorizes HomeCineSolutions to use information relating to the Client, particularly information from their billing, for commercial prospecting purposes, including by automated calling systems, fax, or email, under the conditions of Article L. 34-5 of

the French Postal and Electronic Communications Code. The Client may object to this at no cost other than those related to transmitting the refusal, by sending a letter to HomeCineSolutions at the address mentioned below or by phone upon receiving messages from automated calling systems.

In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, as amended, the Client has an individual right to access, rectify, and delete personal data concerning them with HomeCineSolutions, by sending a registered letter with acknowledgment of receipt to the following address:

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

12.2. Cookie Implementation

The Client is informed that a Cookie may be placed on their computer's hard drive when connecting to their Account to optimize the use of the encrypted session and display personalized messages.

The Client has the option to delete and oppose the storage of Cookies by configuring their browser. However, the Client is informed that opposing the storage of Cookies may result in the inability to access their Account and/or place an Order.

13. Miscellaneous

13.1. Evidence Agreement

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

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

13.2. Security

To ensure the security of the Order payment, the Client's credit card information is subject to SSL encryption protocol. Furthermore, it is directly sent to HomeCineSolutions' bank without passing through or being stored on HomeCineSolutions' servers. Only HomeCineSolutions' bank has access to the number, expiration date, and security code of the credit card used by the Client.

13.3. Nullity / Inapplicability of the General Conditions

If one or more provisions of the General Conditions are declared null under a law, regulation, or following a final decision of a competent court, these provisions are considered severable from the Order. The other provisions of the General Conditions are considered valid and remain in force unless the Client or HomeCineSolutions demonstrates that the nullified provision is essential and determining, without which they would not have contracted.

14. Copyright

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

15. Applicable Law / Competent Jurisdictions

Only the French version of the Order is binding between the Parties. The Order is governed by French law and interpreted accordingly. In the event of a dispute between the Parties arising from the interpretation or execution of the Order, the Parties agree to make every effort to reach an amicable resolution. The prior search for an amicable solution suspends the deadlines for legal action but does not suspend the contractual warranty applicable to the Products. Failing an amicable resolution within two (2) months from the notification of the occurrence of a dispute by one Party to the other, exclusive jurisdiction will be granted to the French courts. When the Client is a professional, exclusive jurisdiction will be granted to the Commercial Court of Compiègne, even in the case of summary proceedings, third-party claims, or multiple defendants.

16. Export Sales

16.1. Products intended for the French and European markets

HomeCineSolutions sources its products from French or European suppliers for items suited to the French and European markets. While these products may function in other countries, HomeCineSolutions cannot guarantee their compatibility or compliance outside the European Union.

16.2. Customer responsibility for international purchases

The Customer making a purchase from a country other than mainland France or the European Union is solely responsible for ensuring that the Product is compatible with their equipment and complies 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 effect in the Customer's country
- Local electrical safety standards
- Authorized radio frequencies
- Audiovisual broadcasting standards
- Wireless communication protocols

- Electrical plugs and connectors
- Required certifications and approvals
- Any import restrictions

The Customer agrees to inquire with the Product manufacturer and the competent authorities in their country about any restrictions or necessary authorizations before proceeding with the purchase and importation of the Products.

16.3. Limitation of liability of HomeCineSolutions

HomeCineSolutions cannot be held responsible for any issues of compatibility, compliance, 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.

16.4. Returns and refunds for incompatibility

In the event of incompatibility or non-compliance of the Products with the standards of the Customer's country, the return conditions and deadlines outlined in Article 5 of these General Terms and Conditions apply. The Customer will be refunded the purchase price of the Products, excluding transport costs (initial delivery and return), which will remain their responsibility.

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

16.5. Taxes and customs duties

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