

Signalbip.com General Terms and Conditions of Sale

The online store SIGNALBIP.com was set up by the SIGNALBIP company, which is the website operator. Any order of a product appearing on the website SIGNALBIP.com's online store requires prior consultation of these general terms. As a result, the consumer is fully aware that the agreement to the content of these conditions does not require signature of this document, to the extent that the customer wishes to order online the products presented on the website shop. The consumer has the option to save or print these terms and conditions, provided that both the saving and editing of this document are his sole responsibility.

The online store set up by the SIGNALBIP company in the framework of the website, mentions the information below:

- Legal notice enabling precise identification of the SIGNALBIP company
- Presentation of the main characteristics of the products proposed
- Information, in Euros, concerning the price of goods and, if necessary, shipping fees
- Information about the means of payment, shipping or carry-out
- The existence of a right of withdrawal
- The offer or the price validity
- The conditions for terminating the contract if it is of indefinite duration or for a period exceeding one year

All this information is presented in English. The consumer declares having full legal capacity to engage under these terms and conditions.

Article 1: Integrity

These terms express all obligations of the parties. In this sense, the consumer is deemed to accept unreservedly all the stipulations contained in these terms and conditions. No general or specific condition contained in the documents sent or given by the consumer could be incorporated herein, since these documents are incompatible with these terms and conditions.

Article 2: Purpose

These general conditions intend to define the rights and obligations of the parties for the online sale of goods and services provided by the SIGNALBIP company to the consumer.

Article 3: Contractual documents

This contract is formed by the following contractual documents, presented in hierarchical descending order: by the present terms and conditions and the purchase order. In case of conflict between the stipulations of the different rank documents, the stipulations of higher rank document shall prevail.

Article 4: Entry into force – Duration

These conditions come into force on the date of signature of the order form. These conditions are concluded for the necessary duration to provide the goods and services purchased, until the expiry of the guarantees offered by the SIGNALBIP company.

Article 5: Electronic signature

The "double click" of the consumer for the purchase order constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.

Article 6: Order Confirmation

The contractual information will be confirmed by e-mail no later than at the time of delivery or otherwise, at the address indicated by the consumer in the purchase order.

Article 7: Proof of the transaction

The records stored in the computer systems of the SIGNALBIP company under conditions of reasonable safety, will be considered proof of



SIGNALBIP

communications, orders and payments between the parties. The filing of purchase orders and invoices is made on a reliable and durable support that could be produced as evidence.

Article 8: Product Information

8-a: The SIGNALBIP company presents on its website the products for sale with the characteristics required to comply with Article L 111-1 of the Consumer Code, which provides the possibility for the potential consumer to know the essential characteristics of the products they wish to buy before making an order.

8-b: The offers presented by the SIGNALBIP company are valid within the limits of available stocks.

Article 9: Price

Prices are indicated in euros and are only valid at the date of sending of the order by the consumer. They do not include shipping fees, added afterwards, and indicated before the validation of the order. The prices include the VAT (for EU purchases only) applicable at the date of the order. Any change of the VAT rate will be affected on the prices of the online store. Payment of the full price must be made when ordering. Payments can never be considered as a deposit or account.

Article 10: Payment

To settle the order, the consumer has, according to his choice, all means of payment specified in the order. The consumer guarantees to the SIGNALBIP company he has the required permission to use the method of payment chosen by him at the validation of the order. The SIGNALBIP company reserves the right to refuse to make a delivery or to honor an order from a consumer who has not partially or fully paid a previous order or with whom a payment dispute is currently being administrated.

Article 11: Availability of products

The order will be operated no later than within three (3) days from the date after the consumer placed his order. In case of unavailability of the ordered product, especially because of our suppliers, the consumer will be informed as soon as possible and will have the possibility to cancel the order. The consumer will then have the option to request either a refund of the amounts paid within 30 days of payment, or ask to exchange the product.

Article 12: Delivery

The products are delivered to the address indicated by the customer on the order form. The consumer is under the obligation to check the condition of the packaging of the goods upon delivery and report any damage made by the carrier on the delivery slip, and also to the SIGNALBIP company within a week. The consumer may, upon request, obtain downloading of an invoice containing as billing address a different address from the delivery address by validating the option provided for this purpose on the order form.

Regarding shipping, we mainly work with Colissimo for deliveries in Metropolitan France; for accessories, we use Lettre Max. When we proceed a shipment, you will immediately receive a notification by email. Besides being economical, these LaPoste services deliver in 48 working hours across France and offer the possibility of collecting the goods ordered at your local post office closest to the delivery address in case you have missed the postman. Specifically, if you are absent the day of delivery, your postman will leave a notice in your mailbox, allowing you to collect your parcel at your post office during working hours, within 15 days.

Colissimo is a very reliable service. However, as with any expedition, there may be a delay in the delivery or the product could get lost. In case delivery date we gave you in the email is not respected, we ask you to report the delay by calling us by phone or by sending us an email. We will then contact La Poste to start an investigation. A La Poste investigation may take up to 21 days from the date of commencement. If, during this period, the product is found, it will immediately re-route to your home (most cases). But if the product is not found at the end of the 21 days of investigation, La Poste considers the package as lost. In case the delay in the delivery exceeds 7 days, the client is entitled to claim an order refund. We will send your money back within 14 days after receipt of your decision.

For deliveries out of Metropolitan France, we work essentially with two carriers, at the customer's choice: DHL and UPS.



SIGNALBIP

Article 13: Delivery problems due to carrier

Any anomaly concerning the delivery (damage, missing product in accordance with the delivery order, damaged parcel, broken product ...) must be indicated on the delivery slip in the form of "handwritten reserves", accompanied by the customer's signature. The consumer must confirm this problem by sending the carrier within two (2) working days following the date of delivery by registered mail with return receipt stating such claims. The consumer must send a copy of this letter by mail to:

SIGNALBIP

Customer Service

1436 avenue de Bordeaux

33127 SAINT JEAN D'ILLAC

France

Article 14: Delivery errors

14-a: The consumer must formulate to the SIGNALBIP company at the date of delivery or at the latest the first working day following the delivery, any claim of error of delivery and/or non-conformity of goods in kind or qualities compared to the instructions on the order form. Any claim made after this time will be rejected.

14-b: The formulation of this claim to the SIGNALBIP company can be made in priority by phone calling +33 5 56 33 26 22 Monday to Friday from 9a.m. to 12p.m. and 2p.m. to 5:30p.m. (5p.m. on Friday) or by sending a message from the [Contact us](#) page on the website without forgetting to specify the order reference.

14-c: Any claim not made within the rules defined above or beyond the time limits will not be taken into account and will release the SIGNALBIP company from all responsibility towards the consumer.

14-d: Upon receipt of the claim, you must return the product so that errors or defects can be checked by the After-Sales service according to the information below. Once the error or defect is acknowledged, the SIGNALBIP company will proceed the exchange or refund.

14-e: In case of error of delivery or exchange, any product for exchange or refund must be returned to the SIGNALBIP company as a whole and in its original packaging, at the following address:

SIGNALBIP

Return Service

1436 avenue de Bordeaux

33127 SAINT JEAN D'ILLAC

France

To be accepted, all return must be reported in advance to the SIGNALBIP Customer Service. The SIGNALBIP company will reimburse shipping costs if the error is of its responsibility, except in cases where it would prove that the product does not match the original declaration made by the consumer.

Article 15: Product Warranty

Pursuant to Article 4 of Decree No. 78-464 of March 24th, 1978, the stipulations hereof may not deprive the consumer of the legal guarantee which obliges the seller to guarantee against all consequences of defects of the thing sold. In case of dysfunction of your Flag Kit (the "Kit"), please contact the SIGNALBIP After-Sales Service by calling +33 5 56 33 26 23 Monday to Friday from 9a.m. to 12p.m. and 2p.m. to 5:30p.m. (5p.m. on Friday) to determine if the kit is actually defective. The dysfunction cannot be a result of an inadequate use of the kit or of its material modification by the consumer.

During the warranty period of two (2) years, you can return your kit at your expense to SIGNALBIP for repair or replacement if necessary. The kit will be sent back at our expense.

After the warranty period of two (2) years, based on a diagnosis of our after-sales department charged €10.00, we will send you a quote for the repair of your Kit. If the amount of the repair is higher than 50 €, the amount of the diagnosis is automatically deducted from the repair if it takes place. Otherwise, this amount is retained by SIGNAL BIP.

The warranty doesn't cover the batteries or the small accessories (flag maintaining tip, flag fastening clip, flag plastic stick).

Article 16: Spare parts

In case of malfunction, fault or any other event that should require the replacement of a part needed to maintain the product sold by SIGNALBIP in good working order, the company will have available spare parts for a period of two (2) years after the end of the manufacture of the product version purchased by the Customer.

Article 17: Right of withdrawal

The consumer has a period of fourteen (14) days to return, at its expense, the products that do not suit him. This period starts from the date of delivery of the customer's order. If this deadline falls on a Saturday, Sunday or a holiday or a day off, it is extended until the first following working day. All returns must be first reported to SIGNALBIP After-Sales Service primarily by phone by calling +33 5 56 33 26 23 Monday to Friday from 9a.m. to 12p.m. and 2a.m. to 5:30p.m (5p.m. on Friday). The product must be returned by Colissimo Recommandé to:

SIGNALBIP

1436 avenue de Bordeaux

33127 SAINT JEAN D'ILLAC

France

Only products returned in their entirety, in their original complete and intact packaging and in perfect condition for resale will be accepted. Any product that has been damaged or whose original packaging has been damaged will not be refunded or exchanged. No penalty will be applied concerning the right of withdrawal, except the cost of return. Assuming the exercise of the right of withdrawal, the consumer has the option of requesting either a refund of the paid amount of money, or an exchange of the product. In the case of an exchange, the re-shipment will be at the expense of the consumer. In case of exercise of the right of withdrawal, the SIGNALBIP company will make every effort to reimburse the consumer within 15 days. However, given the technical nature of the products sold, this period may be extended to 30 days, especially when the product needs a technical audit (cf. products that must be tested in advance). The customer will then be refunded by crediting his bank account (secure transaction) if the initial payment was made by credit card, by check in case of payment by check or by bank transfer in case of payment by bank transfer.

Article 18: Rights of Use

The right to use the SIGNALBIP company's software, as well as those distributed by it, shall be given to consumers as non-exclusive, personal and non-transferable in accordance with the Code of Intellectual Property. However, under Article L122-6-1 of the Code, the consumer has a right of reproduction exclusively for the establishment of a backup, when it is necessary to preserve the use of software. In any event, the software author retains ownership of his work, the consumer agrees to comply.

Article 19: Absolute necessity

Neither party will have failed to fulfill its contractual obligations, insofar as their execution is delayed, hindered or prevented by a fortuitous event or absolute necessity. Is considered fortuitous event or absolute necessity any compelling facts or circumstances, outside parties, unpredictable, inevitable, independent of the will of the parties and could not be prevented by them, despite all efforts reasonably possible. The party affected by such circumstances shall notify the other within ten working days following the date on which it becomes aware. Both parties will then, within a month, unless unable due to absolute necessity, examine the impact of the event and agree the conditions under which the contract will be continued. If the absolute necessity lasts for more than three months, these terms may be terminated by the injured party. Explicitly, are considered absolute necessity or unforeseeable circumstances beyond those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transportation or supplies, earthquakes, fires, storms, floods, lightning, cessation of telecommunication networks or specific difficulties to telecommunication networks external to customers.

Article 20: Partial non validation

If one or more stipulations of these terms are held to be invalid or declared as such under any law, regulation or following a final decision of a competent court, other stipulations shall remain in full force and scope.

Article 21: Non waiver

The fact for one of the parties not to take advantage of a breach of the other party to any of the obligations contained in these Terms shall not be interpreted in the future as a waiver of the obligation involved.

Article 22: Title

In the event of a difficulty in interpretation between any of the titles at the head of the clauses and any clauses, the titles will be declared nonexistent.

Article 23: Applicable Law

These general conditions are subject to French law. This applies to the substantive rules as well as to the formal rules. In case of dispute or claim, the consumer should first contact the SIGNALBIP company for an out-of-court settlement. Secondly, and in case of appeal, the consumer may file a complaint.

Article 24: Data Protection

The information requested from the consumer is required to process the order and may be disclosed to SIGNALBIP's partners involved in the execution of this order. The consumer can write to the SIGNALBIP company whose address and phone number are indicated in the [Privacy Policy](#) within the website, to oppose such disclosure or to exercise their rights of access, rectification regarding information concerning him and contained in the files of the SIGNALBIP company, as provided by the Act of January, 6th, 1978.

In compliance with the French Data Protection Act no. 78-17 of January 6th, 1978 (amended), our company has been declared to the National Commission for Data protection and Liberties (CNIL-France: <http://www.cnil.fr>), declaration no. 1664870.

Last update: August 10th, 2018