

GENERAL SALES CONDITIONS

VBKAM is an SAS with capital of € 1,735, whose head office is located at 1029 rue de la Ronce 76230 ISNEAUVILLE and registered with the RCS of ROUEN under the number 810 857 474, NAF code 4791B, Intracommunity VAT Its contact details are as follows: tel: tel: 02 78 77 56 04 - Email: contact@mytibtop.com

ARTICLE 1 - Scope and object

These General Sales Conditions (hereinafter "GSC") apply to all offers and contracts for the products sale and delivery by the company VBKAM (hereinafter "the SELLER") concluded from buyers (hereinafter "the CUSTOMER"), wishing to acquire the products offered for sale. They define the rights and obligations of the parties in connection with the sale of the products and Services offered and in particular, specify the conditions for ordering, payment, delivery and management of any returns of Products ordered by Customers.

The CUSTOMER is required to take note of it before placing an order. The choice and purchase of a Product is the entire CUSTOMER responsibility.

The SELLER takes the greatest care in putting on line the characteristics of the products thanks to the photographs, the technical sheets, use recommendations etc ... THE SELLER reserves the right to adapt or modify its general conditions of sale at any time. The order validation by the CUSTOMER implies unreserved acceptance of these GSC. The CLIENT declares to have read it and accepted the rights and obligations relating thereto.

ARTICLE 2 Products

The company VBKAM manufactures and markets Products under the registered trademark TIBTOP®.

2.1 Types of products

The SELLER offers different types of Products : Elastic supports Tibtop® Shin pads Tibtop® Smart shin pads Tibtop®. The classic shin pads delivered to the CUSTOMER have the following characteristics: of unique shape, sold in pairs, one size, positioned on both shins identically, without right / left direction of use , adapt to all body types, can be worn and used from the age of 6 (under the supervision of an adult for connected shin pads). Supplied with instructions for use and maintenance

The Smart shin guards delivered to the CUSTOMER contain: 2 shin pads, one of which containing the electronics, 1 pair of black Tibtop shin pads supports, 1 storage bag, 1 USB-C type cable for charging the battery, 1 user and maintenance manual, 1 smart product registration card to keep (unique product identification).

2.2 The TIBTOP-CONNECT mobile application for smart shin pads

The SELLER makes available to the CUSTOMER who has purchased Tibtop® connected shin pads an Application Solution allowing to analyze their sessions, make comparisons, manage the results of the user player. The Tibtop-connect solution is accessible on the following terminals via the internet on Ipad and smartphone.

ARTICLE 3. Prices

The products are sold at the price listed on the site when the order is placed. For consumers, prices are expressed in Euros "All Taxes Included" (TTC for Europe), excluding delivery costs. These prices take into account the VAT in force on the day of the order. Transport and delivery costs are indicated when ordering and are to be added to the products price ordered. They are indicated to the CUSTOMER before validation of the order and its payment. VBKAM remains the owner of the products sent until they have been paid in full.

ARTICLE 4 Payment terms

The price is payable in full on the day the CUSTOMER places the order online, by secure payment via the electronic payment module offered. The list of accepted payment methods is notified to the CUSTOMER during the payment process. The order is validated after confirmation of the banking agreement. Otherwise, the order will be automatically canceled. The CUSTOMER guarantees that he is fully authorized to use the means of payment for his order's payment. And that this means of payment provides access to sufficient funds to cover all costs resulting from the order.

ARTICLE 5 – Products delivery

The delivery costs are those in effect on the day of the order transmission, as they appear on the prices applicable on that date. The products ordered are delivered to the delivery address indicated during the ordering process by the CUSTOMER. THE SELLER undertakes to make his best efforts to deliver the products ordered by the CUSTOMER within the estimated deadlines specified when placing the order. However, these deadlines are communicated for information only. If the products ordered have not been delivered within 30 days of the indicative delivery date, for any reason other than major force or the Customer's fault, the sale may be canceled at the CUSTOMER's written request within conditions provided for in Articles L 216-2 L 216-3 L241-4 of the Consumer Code. The sums paid by the CUSTOMER will then be returned within fourteen days, to the exclusion of any compensation or withholding. Upon delivery, it is the CUSTOMER's responsibility to ensure the order's status (compliance, number, packaging and product). The CUSTOMER may make the reservations and complaints he deems necessary, or even refuse the package, when there is an obvious damage to the Delivery. Reservations and complaints must be sent to the carrier by registered letter with acknowledgment of receipt within three working days, not including public holidays, following the delivery date. The CUSTOMER must also send a copy of this letter to the SELLER for his full information. Failure to make a complaint within the aforementioned period extinguishes any action against the carrier in accordance with the provisions of Article L. 133-3 of the Commercial Code. The warranty will not cover products or services damaged in transit.

Article 6 – Refund Policy

Non-personalized products

In accordance with the legal provisions in force, the CUSTOMER has a period of fourteen days from the product reception to exercise his right of withdrawal from the SELLER, without having to justify reasons or pay a penalty, at the end of exchange or refund, provided that the Product is returned: in its original packaging, complete (in pairs), properly protected, accompanied by all labels, accessories, instructions and documentation, in perfect condition for resale and allowing their put back on the market in new condition, undamaged or soiled. Accompanied by the sales invoice for the sake of identification of the purchaser, without the Product having been used. Within 14 days after the communication of the withdrawal decision will be notified to the CUSTOMER. The right of withdrawal can be exercised by mail to the Customer Service of the company VBKAM directly by email, in writing, unambiguous, expressing your desire to withdraw. If the right of withdrawal is exercised within the aforementioned period, only the product(s) price purchased will be reimbursed; the return costs remaining the CUSTOMER responsibility. The exchange (subject to availability) or the refund will be made within a maximum period of 14 days from the receipt by the SELLER of the products returned by the CUSTOMER under the conditions provided for in this article.

ARTICLE 7 - Warrantees

The Products sold comply with the regulations in force in France and in Europe. The Products supplied by the Seller benefit automatically and without additional payment, regardless of the right of withdrawal, in accordance with the legal provisions:

7.1 Compliance

Pursuant to the provisions of Articles L217-4 et seq. Of the Consumer Code, of the legal guarantee of conformity, for apparently defective products, spoiled or damaged or not corresponding to the order, the delivery obligation imposes on the seller to deliver to the buyer something that conforms, that is to say the characteristics of which are exactly those provided for in the contract. To meet the compliant delivery obligation, the seller must deliver to the buyer something of the same nature, quality and quantity as that provided for in the contract. It is recalled that within the framework of the legal guarantee of conformity, and subject to the provisions of Article 217-8 et seq. Of the Consumer Code, the Customer benefits from a period of two years from the issuance of the product to act against the Seller; may choose between repairing or replacing the Product ordered, subject to the cost conditions provided for in

Article L 217-9 of the Consumer Code; is exempt from providing proof of the existence of the lack of conformity of the Product during the 24 months following delivery of the Product.

7.2 Hidden defects

Pursuant to the provisions of articles 1641 of the Civil Code et seq. Of the Civil Code of the legal guarantee against hidden defects arising from a material, design or manufacturing defect affecting the delivered products and rendering them unfit for use, in the conditions and according to the modalities referred to in the box below. The Customer may decide to implement the warranty against hidden defects of the Product in accordance with article 1641 of the Civil Code within two years from discovery of the defect and within the limit of 5 years from delivery of the Product. . It is the Buyer's responsibility to prove that the defect existed before delivery of the Product and was not apparent at the time of delivery; in this case, he can choose between the resolution of the sale resulting in the reimbursement of the totality of the product returned to the SELLER or the retention of the product accompanied by a reduction of the sale price in accordance with 1644 of the Civil Code. The Seller's guarantee is, in any event, limited to the replacement or reimbursement of non-compliant or defective Products. Commercial warranty granted on shin guards The shin guards benefit from a contractual guarantee granted by the SELLER from the date of delivery as follows: 1 year on the elements of the shell and the foam of the shin guard subject to reservation use and maintenance in accordance with the SELLER's recommendations 2 years on the electronics integrated for the smart shin guard Any warranty is excluded in the event of misuse, neglect or lack of maintenance from the CUSTOMER as in the event of normal wear of the Product. The replacement of the defective Products or elements will not have the effect of extending the duration of the guarantee fixed above. Depending on the problem encountered, the SELLER will replace or have repaired the Product or parts under warranty deemed to be defective. <Implementation of guarantees For any request concerning guarantees, the CUSTOMER must contact the SELLER's Customer Service by email contact@mytibtop.com The CUSTOMER is informed that the indicative timeframe for processing after-sales service requests is two weeks from receipt of the product concerned. In the event of non-conformity of the order attributable to the SELLER (quality with the specifications and number of products), or of hidden defect, the CUSTOMER immediately notifies the SELLER by email, setting out the difficulties encountered. He then returns the product (s) by post to the address indicated on the prepaid return label provided by the SELLER, in compliance with the following instructions: In the event of non-compliance, the CUSTOMER contact customer service by sending an email or phone. If the non-conformity is proven, the product concerned must be returned: in its original packaging, properly protected, accompanied by all labels, instructions and documentation, in a perfect state of resale, not damaged, not damaged or soiled . Accompanied by the sales invoice for the sake of identification of the buyer. Without the Product having been used It is up to the CUSTOMER to contact customer service by email or telephone. It is up to the CUSTOMER to prove that the defect existed before delivery of the product and was not apparent at the time of delivery, by means of an expertise for example. The warranty does not cover apparent defects. In case of activation of the commercial guarantee, the CUSTOMER contacts customer service by email or telephone to explain the nature of the problems encountered. Otherwise, no complaint will be accepted. In the event of a valid complaint, and depending on the guarantee granted, the SELLER returns the replacement order or reimburses the CUSTOMER as desired.

7.3 Warrantees Exclusions

The guarantee cannot intervene if the Product has been subjected to abnormal use, or has been used under conditions different from those for which it was manufactured, in particular in the event of non-compliance with the conditions of use and maintenance prescribed in the instructions. The warranty does not apply for apparent defects. It does not apply either to the case of normal wear and tear of the Product or of deterioration or accident resulting from lack of supervision or maintenance, improper use, negligence or in the event of transformation of the Product or damage during transportation.

ARTICLE 8 - Advice on use and maintenance

The Seller takes care to indicate on its packaging the using instructions, composition, use and maintenance advice for each of its products. It is up to the CUSTOMER to respect the recommended advice. Failing that, the SELLER reserves the right to oppose the requested warranty.

ARTICLE 9 - Data processing and Freedoms - RGPD

In application of the general European regulation 2016/679 relating to the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD) applicable in France as of May 25, 2018 and of the Law 78-17 of January 6, 1978 amended by Law No. 2018-493 of

June 20, 2018, it is recalled that the personal data requested from the Customer are necessary for the processing of his order and the establishment of invoices, in particular. These data may be communicated to the SELLER's partners responsible for the execution, processing, management and payment of orders. The processing of information meets the legal requirements for the protection of personal data, the information system used ensuring optimal protection of this data. The CUSTOMER has, in accordance with national and European regulations in force, a right of permanent access, modification, rectification, opposition, portability and limitation of processing with regard to information concerning him. This right can be exercised under the conditions and according to the methods defined on the website. For more details, the SELLER invites the CUSTOMER to read the document entitled "PRIVACY POLICY AND MANAGEMENT OF PERSONAL DATA"

ARTICLE 10 – Major Force

The Parties cannot be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of Major Force, within the meaning of article 1218 of the Civil Code.

ARTICLE 11 - Liability

The SELLER cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular in the event of fraudulent use of payment methods, intrusion, virus or interruption of service. In general, no liability can be incurred in the event of non-performance of the order due to a case of force majeure as defined by law and jurisprudence. <ARTICLE 14 - Completeness <In the event that one of the clauses would be null and void by a change in legislation, regulation or by a court decision, this can in no way affect the validity and compliance with these general conditions of sale.

Article 12 - Applicable law - Dispute

These general conditions of sale will be executed and interpreted in accordance with French law. In the event of a dispute, the CUSTOMER will first contact the SELLER in order to obtain an amicable solution. The CUSTOMER is informed that he may in any event have recourse to conventional mediation, in particular with the Commission for consumer mediation (art. L 612-1 of the Consumer Code) or with sectoral mediation bodies. existing, and any alternative dispute resolution method in the event of a dispute. The Buyer can also submit his complaint on the dispute resolution platform posted online by the European Commission by clicking here. The Commission will then transfer the Buyer's complaint to the competent national mediators. All disputes to which the purchase and sale transactions concluded pursuant to these GTCS may give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not be resolved between the SELLER and the CUSTOMER will be subject to the competent courts under the conditions of common law.

ARTICLE 13 Pre-contractual information

CUSTOMER acceptance the fact that a natural person places an order implies full and complete acceptance and acceptance of these General Conditions of Sale and obligation to pay for the Products ordered, which is expressly recognized by the CUSTOMER, who waives, in particular, to take advantage of any contradictory document, which would be unenforceable against the company VBKAM.