

General terms and conditions of sale by internet:

Article 1: *Scope of application and modification of the general terms and conditions of sale*

These general terms and conditions of sale (hereinafter "General Terms and Conditions") apply to the relationship between BGCM Sàrl (hereinafter "BGCM") and all persons placing an order on one of the BGCM websites (hereinafter: the "Client" or "Clients").

BGCM reserves the right to adapt or modify at any time the General Conditions, which will be immediately applicable to any new order.

At the time of each order, the Customer must confirm having read and accepted the General Terms and Conditions. The latter thus apply to all orders placed by the Customer (hereinafter: the "Order").

Article 2: *Products mentioned on the websites and Customer orders*

The products visible on the Websites are for information purposes only and do not constitute offers from BGCM. In particular, the photos appearing on the Website are not contractual.

All information provided on the BGCM Websites (product descriptions, illustrations and photos, films, dimensions, weights, technical specifications, accessories and other data) are provided for information purposes only and are in no way a formal guarantee of these characteristics. Only the manufacturer's characteristics are authoritative.

On the basis of this non-contractual information, the Customer may place an order for the product(s) displayed, exclusively through the procedure provided for on the Website and in compliance with the order procedures provided for on the Website.

Any Order, once finalised according to the order process available on the Website, constitutes a firm offer to the Customer. The Customer decides to purchase the product displayed on the Website, under the conditions indicated by the Website.

For each Order, the Client must indicate an e-mail address to which all BGCM communications relating to the Order will be sent. It is the Client's responsibility to keep this address in force and to take note of the emails sent by BGCM. Any communication sent by BGCM to the address indicated by the Client shall be deemed to have been received by the Client on the day it is sent. Transmission and routing risks are assumed by the Client.

The Client may indicate to BGCM, within 5 working days following the Order, a possible change of delivery address. However, this change will only be taken into account if the Order has not yet been sent to the Client. Failing this, it shall be the Client's responsibility to take the appropriate measures to receive the Order at the delivery address indicated at the time of the Order.

Article 3: *Validation of orders - firm and non-cancellable orders*

To place an Order, the Customer must be of legal age (18 years of age or older) and not be under guardianship or trusteeship. The Client assures that all information transmitted is true and accurate and is therefore liable to BGCM for any damage resulting from inaccurate information.

The Order placed by the Customer in accordance with article 2, above, constitutes a firm and definitive offer to purchase the product indicated on the Website. Once definitively validated by the Client, this Order may not be withdrawn by the Client, and the decision to accept or refuse it rests solely with BGCM.

BGCM shall be free to accept or refuse, without giving reasons, any order from a Client. BGCM will communicate its decision to accept an order by e-mail sent to the address indicated by the Client (order confirmation) or by confirmation of the shipment of the goods (delivery note).

Article 4: *Selling price*

BGCM reserves the right to modify its sales prices at any time, but undertakes to apply the prices posted at the time of the Order.

The prices indicated are in Swiss francs and include all taxes (VAT, third party costs). Delivery costs are included in the fixed price.

The prices indicated are only valid in Switzerland and the Principality of Liechtenstein.

Article 5: *Payment in advance and security*

The Client's offer to order a product from BGCM implies advance payment of the amount of the Order.

Payment in advance is made on the secure banking or postal servers of BGCM partners, as offered on the Website. This implies that no banking or postal information concerning the Client transits via the BGCM sites. Payment by bank or postal card is therefore perfectly secure.

The order will be recorded and validated as soon as the payment is accepted by the payment system chosen by the Customer. His Order shall be validated and his card debited automatically when the Order is recorded.

The Customer must imperatively fill in the Order form offered on the Website before being able to validate it. The details of the Customer's credit card, Postcard or PayPal are encrypted using SSL (Secure Socket Layer) protocol and never pass in unencrypted form over the network. Payment in advance is made directly to the bank or post office. The card number is not sent to BGCM.

The risk of a malfunction of the payment system is borne by the Customer.

Article 6: *Delivery terms and deadlines*

The products are delivered to the delivery address indicated by the Customer in the Sales Order. The risks associated with sending the goods to the Client (risk of loss, destruction, incorrect delivery address, etc.) are borne by the Client as soon as BGCM hands over the goods to the carrier designated by BGCM. In the event of an error in the wording of the addressee's contact information, BGCM cannot be held responsible for the carrier's inability to deliver the product.

The costs inherent in the return of an unclaimed shipment and its possible reshipment are the responsibility of the Customer. Before any reshipment, BGCM may ask the Client to pay the related costs in advance.

In the case of an unclaimed item, BGCM cannot be held responsible, including in the case where the post office does not leave a calling card. Return shipping costs and the risks inherent in this transport are the responsibility of the Client.

In the event that a shipment is returned to the BGCM premises because it cannot be delivered (postal delays, incorrect recipient address, etc.), the Client is automatically notified by an e-mail sent to the address indicated in the Order. If there is no news from the Client within 3 months of the e-mail being sent, BGCM reserves the right to cancel the Order. In such a case, BGCM is released from its obligation to deliver the goods and the advance paid by the Client to BGCM at the time of the Order will be retained by BGCM as conventional damages and interest, in full settlement of all accounts and claims for the Order in question.

In principle, all items are dispatched within 5 working days (weekends and public holidays are excluded from the deadline). The times indicated are average times and correspond to the processing, preparation and dispatch times of any Order (ex warehouse).

In the event that BGCM is unable to deliver the goods ordered within 20 days (date of removal from the warehouse), the Client may cancel the Order by sending an e-mail or letter to BGCM customer service mentioning the references of the Order. This cancellation will only be taken into account if it reaches BGCM 24 hours before the delivery of the ordered goods to the carrier designated by BGCM. Failing this, the Order may no longer be cancelled. Cancellation must also reach BGCM before the expiry of a period of 30 days after the order.

In the event of a valid cancellation, the advance paid by the Customer at the time of the Order shall be refunded to him in full and in full settlement of any and all claims. The Client may in no way claim additional damages and interest from BGCM, its claims being limited exclusively to the full refund of the advance paid.

BGCM is also entitled to cancel an order, even if it has been accepted, without having to give the Client any reason for doing so. In such a case, the Client's claims against BGCM are limited to the return of the advance paid, to the exclusion of any damages.

Upon receipt of the Order by the Customer, the Customer must immediately inspect the goods delivered.

In order to identify apparent defects (packaging defect, delivered product not corresponding to the product ordered, possible missing product, etc.), the Customer must check the conformity of the delivered goods before opening them. He must immediately indicate, by e-mail, the defect found and wait for the BGCM indications for further processing.

Article 7: *Responsibilities*

BGCM is only liable for direct damage which the customer proves to be caused by gross negligence on the part of the company or a third party commissioned by it. Liability for slight negligence or simple negligence is excluded.

In the event of BGCM liability, the latter is limited to the price of the product delivered or the service provided. Any more extensive liability of BGCM, its auxiliaries or third parties commissioned by BGCM for damages of any kind is excluded. In particular, the Customer has no claim for compensation for damage not affecting the product itself.

The choice and purchase of a product is the sole responsibility of the Customer. The total or partial impossibility to use the products, in particular due to incompatibility of the equipment, may not give rise to any compensation, reimbursement or liability on the part of BGCM.

In all cases, any claim for damages shall be limited to the maximum amount corresponding to the price paid by the Customer at the time of the Order.

Article 8: *Warranty - limitation of warranty - Return procedure*

The Warranty for hidden defects is limited to a maximum of one month (from the date of departure from our warehouses). Beyond this period, BGCM will not accept any claim. The existence of a longer manufacturer's warranty is reserved (see chapter 9 below).

Before returning a product purchased due to a defect or non-conformity covered by the BGCM warranty, the Client must make a prior request to BGCM Customer Service within 3 days of the discovery of the defect and obtain a return number (RMA) and instructions on the procedure to follow for the return.

No returned goods will be accepted if they are not in their original packaging or if the return of the goods has not been preceded by a request for RMA from BGCM customer service.

Upon receipt of the RMA, the Client has 5 days to return the defective product to BGCM. After this period, any return will be refused. The return must be made in a registered parcel, with the Client bearing the risks and costs associated with the return.

For defective products returned by the Customer in accordance with the procedure set out in this chapter, BGCM's obligations are limited to the exclusive choice of BGCM:

- or to replace the product by standard exchange or by supplying an equivalent product;
- or reimburse the Customer for the amount paid at the time of the order.

Article 9: *Right of return*

Every Customer has the right to return the goods delivered within 10 days from the date of dispatch. If you wish to benefit from this right, you must first inform BGCM by sending an e-mail to info@bgcm.ch with the Order reference number. Only goods in perfect condition and in their original packaging will be accepted. As soon as these conditions are met, BGCM will reimburse the Client for the full amount concerned, with only the cost of reshipment being borne by the Client.

Article 10: *Manufacturer's warranty*

When the product benefits from a manufacturer's guarantee, this is indicated on the article sheet on the site. The manufacturer's warranty is generally one year for parts. It is the Customer's responsibility to find out about the scope of the manufacturer's warranty.

In the event of a defect under guarantee during the manufacturer's guarantee period, repairs will be carried out by the national network of centers, stations or technical agencies approved by the manufacturers, with full BGCM discharge, according to the conditions proposed by each manufacturer, excluding any BGCM liability.

In order to be able to benefit from the product guarantee, it is imperative to keep the purchase invoice of the product.

Article 11: *Obligations of the Customer*

The Customer undertakes to use the product purchased in accordance with the manufacturer's instructions and to carry out the necessary maintenance recommended by the manufacturer in order to ensure its proper functioning.

The Customer must keep the invoice, the original packaging and all manuals and accessories relating to the purchased product. These may be requested in the event of repairs under warranty.

Article 12: *Data Protection*

By registering on the BGCM site, the Client expressly consents to receiving information of advertising or other nature from BGCM. The Client may unsubscribe at any time, easily and free of charge, by following the instructions in the respective message or by contacting BGCM Customer Service.

BGCM only passes on personal data to third parties insofar as they are indispensable for the proper execution of the Order.

BGCM reserves the right to analyze all data collected and to use information on purchasing behavior in anonymous form for commercial purposes.

BGCM is entitled to delete from its computer files, at any time, a registered Client, i.e., to terminate his registration, with immediate effect, without having to justify its decision, without notifying the Client and without the registered Client in question being able to make any claim whatsoever against the company. This applies in particular to registered customers who contravene these general terms and conditions.

Excluded registered clients are not authorized to register again as registered clients on the BGCM Websites, whether under their own name or another, without the prior agreement of BGCM.

Article 13: *Company details*

BGCM Sàrl
c/o Fiduciaire Turin & Associés SA
CH - 1868 Collombey

There are three ways to contact Customer Service:

- By e-mail to info@bgcm.ch
- By post (Do not return goods without prior request or agreement):
- By phone at +41 21 625 68 04

Article 14: *Applicable law and place of jurisdiction*

This contract, as well as the sales organized by BGCM, are governed by Swiss law. In the event of a dispute, the place of jurisdiction is exclusively that of BGCM's registered office, with the right of recourse reserved.

Article 15: *Original text*

The BGCM general conditions are written in different languages, in case of contradiction, only the French version is authentic.

Collombey, November 2020