EU: Seller Terms of Sale

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Welcome to TikTok Shop EU!

These EU: Seller Terms of Sale apply to each purchase of goods ("**Products**") made by customers ("**you**") from traders on TikTok Shop EU ("**Sellers**"), (together a "**Purchase**"). This is a contract between you and the relevant Seller.

These EU: Seller Terms of Sale apply to you if you are resident in the European Union making a purchase on TikTok Shop in one of the jurisdictions in the European Union where TikTok Shop is currently available.

While we strongly recommend you read these EU: Seller Terms of Sale in full, you can click here for a summary. If you are resident in Germany, you can click here for a summary.

In the unlikely event that there is a conflict between the summaries and these EU: Seller Terms of Sale, these EU: Seller Terms of Sale will prevail.

Introduction

(a) TikTok Shop EU ("**TikTok Shop**"), where available, is a third party marketplace, which allows you to access, browse, make a purchase on and otherwise use TikTok Shop, and provides features and services in connection with TikTok Shop.

(b) TikTok Shop is provided via the TikTok Platform. When we refer to "**TikTok Platform**" in these EU: Seller Terms of Sale, we mean the TikTok Platform as further described in the EEA/UK/Switzerland: TikTok Terms of Service. For the avoidance of doubt, TikTok Shop is currently only available on the TikTok app.

(c) TikTok Shop is provided by TikTok Technology Limited, a company registered in the Republic of Ireland with company number 635755 and having its registered office at The Sorting Office, Ropemaker Place, Dublin 2, Dublin, D02 HD23 ("**TikTok**", "**we**", "**us**" or "**our**"). You can reach us via: support-emea@tiktokshop.com, or write to us at TikTok Technology Limited, The Sorting Office, Ropemaker Place, Dublin 2, Dublin, D02 HD23 if you are resident in the European Union.

(d) Your use of TikTok Shop is governed by:

(i) the EEA/UK/Switzerland: TikTok Terms of Service. This is because TikTok Shop is a part of the TikTok Platform;

(ii) the EU: TikTok Shop Terms of Use. These apply to anyone who accesses, browses, makes a Purchase on or otherwise uses TikTok Shop; and

(iii) these EU: Seller Terms of Sale. These apply to each Purchase you make and are a contract between you and the relevant Seller. If your order contains multiple products from different Sellers, you will have a separate contract with each of those Sellers.

(e) If there is any conflict between the provisions of these EU: Seller Terms of Sale, the EU: TikTok Shop Terms of Use, and the EEA/UK/Switzerland: TikTok Terms of Service, then the following order of precedence will apply. This means that terms appearing above others will override those below:

(i) the EEA/UK/Switzerland: TikTok Terms of Service;

(ii) the EU: TikTok Shop Terms of Use; and

(iii) these EU: Seller Terms of Sale.

(f) Where we refer to a "**TikTok Affiliate**", this means any of the companies affiliated with us (such as TikTok Information Technologies UK Limited, TikTok Inc. and TikTok Pte. Ltd.).

(g) TikTok and/or TikTok Affiliates may provide website features and other products and services to you when you visit or shop at TikTok Shop.

(h) To help you understand these EU: Seller Terms of Sale, we provide some examples. When we say "including", "such as", or "for example", we aren't limiting the application of the clause to those examples.

(i) Any capitalised terms used but not defined in these EU: Seller Terms of Sale are defined and have the meaning given to them in the EU: TikTok Shop Terms of Use.

(j) If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will also apply to you. If the Seller Terms of Sale: Additional provisions for users residing in Germany conflict with these EU: Seller Terms of Sale, the Seller Terms of Sale: Additional provisions for users residing in Germany will prevail.

(k) If you are resident in France, the Seller Terms of Sale: Additional provisions for users in France, provided in Annex A, will also apply to you. If the Seller Terms of Sale: Additional provisions for users residing in France conflict with these Seller Terms of Sale, the Seller Terms of Sale: Additional provisions for users residing in France will prevail.

1 General information

1.1 TikTok Shop operates as a third party marketplace for Sellers, and TikTok does not itself sell Products on TikTok Shop. This means that when you make a Purchase on TikTok Shop, your contract for such Purchase is with the relevant Seller and not with TikTok. These EU: Seller Terms of Sale are the terms and conditions ("**Seller Terms of Sale**") that apply to a Purchase. Please read these Seller Terms of Sale carefully before placing an order for a Product from a Seller on TikTok Shop.

1.2 All references to "Seller" in these Seller Terms of Sale mean the relevant Seller that you are purchasing a Product from on TikTok Shop.

In short: TikTok Shop operates as a third party marketplace for Sellers. TikTok does not itself sell Products on TikTok Shop. This means that when you make a Purchase on TikTok Shop, your contract for such Purchase is with the relevant Seller and not with TikTok.

2 Products

2.1 The Seller is responsible for the compliance and safety of the Products it offers and/or sells (including any and all packaging associated with the display, sale and delivery of those Products). All Product information on the 'product detail page' of the relevant Product ("**Product Detail Page**") is provided by the Seller and the Seller is responsible for ensuring its accuracy. You should review this information about the Products which you intend to purchase before placing an order with a Seller on TikTok Shop.

2.2 Sellers are responsible for making sure that each Product that they offer for sale is safe, of satisfactory quality, fit for purpose and corresponds with its description, and Sellers are responsible for complying with any refund, repair, replacement or cancellation rights (see Clause 9 (*Problems with Products*) and Clause 10 (*Customer cancellation right*)) that you have under law or under these Seller Terms of Sale (including any Seller Policies (as defined in Clause 5 (*Enhanced terms and Seller Policies*))).

In short: Details about Products will be on the Product Detail Page. The Seller is responsible for this information and ensuring that Products comply with applicable law.

3 Purchase Price, Delivery Costs and Tax

3.1 The purchase price for a Product will be set out on the Product Detail Page.

3.2 Sellers may offer one or more delivery options. The price for each delivery option (or how the price for each delivery option will be calculated) will be set out on the Product Detail Page.

3.3 When any tax is chargeable on a Product, the price listed on TikTok Shop will be inclusive of such applicable taxes, including value-added tax ("**VAT**"), goods and services taxes, sales and service taxes (or, where it is not possible to provide the exact amount of such taxes or duties in advance, you will be told that additional charges may be payable and how the additional charges will be calculated). However, please note that where you act as the importer of record (as explained under Clause 3.5 below) customs duty and import VAT may be payable by you. These amounts may not be reflected in the price shown to you, because it is sometimes not possible to calculate how much may be payable by you in advance. Import VAT, customs duties, and similar charges collected at the time of purchase are estimated values and may be subject to change depending on local laws.

3.4 You must pay the purchase price and delivery costs of the Product to the Seller using a valid payment method accepted on TikTok Shop. Any payment processing services available on TikTok Shop are provided by a third party payment provider and your purchase may be subject to the terms of that third party payment provider. TikTok does not provide any payment processing services on TikTok Shop.

In short: Sellers may offer multiple delivery options at different prices. All prices will include applicable taxes including VAT (except where you are the importer of record or where it is not possible to provide the exact amount of taxes due in advance). Any payments you make will use a valid payment method accepted on TikTok Shop, and any payment processing services available on TikTok Shop are provided by a separate third party payment provider and you may be subject to the terms of that payment provider.

3.5 You may be the declarant/importer of record when the Products are being imported into the European Union. You agree that, where applicable, you will act as the importer of the Products purchased and you authorise TikTok on behalf of the Seller, or the Seller (as applicable) to appoint a customs agent to act in your name as direct representative in connection with the import of the goods and to pay any import VAT, customs duties and other related taxes (if any) on your behalf once these amounts have been calculated

3.6 By placing an order, you agree to pay all applicable fees, taxes, and other amounts associated with the Purchase as may be notified to you. Further, you acknowledge your liability for VAT and customs duties, whether charged by TikTok, the Seller or payable on import. If additional amounts are assessed to be payable, you are responsible for them. Neither TikTok nor the Seller will be liable if a Product is delayed or denied customs clearance as a result of your failure to pay such amounts.

In short: You are responsible for any customs duties and taxes due on any Products.

4 Contract for sale

4.1 By clicking 'Buy Now' (or a button with similar wording which signals your obligation to pay) you are placing an order for a Product.

4.2 If your order is successful, you will be sent a confirmation from TikTok Shop on behalf of the Seller which contains details of your order.

4.3 When the Seller receives your order, a legally binding contract between you and the Seller is formed for your Purchase based on the Seller Terms of Sale in force at the time of purchase (and including any Seller Policies as defined in Clause 5 (Enhanced terms and Seller Policies)) ("**Sales Contract**").

4.4 You must comply with your obligations under these Seller Terms of Sale (including any Seller Policies). There is a legal obligation on the Seller to supply the Products, and those Products must be in conformity with the Sales Contract.

In short: You will be sent a confirmation message when you place an order. Once your order is received by the Seller, the Seller must deliver the Product you have purchased.

5 Enhanced terms and Seller Policies

5.1 These Seller Terms of Sale set out certain rights you have in respect of the Purchase of a Product from a Seller. The Seller may also make available on TikTok Shop its own policies in relation to after sales service, complaints handling and dispute resolution ("**Seller Policies**"). For example, the Seller may choose to offer improved rights of cancellation, return and refund. Depending on their location, Sellers may provide you with access to a free alternative dispute resolution scheme. Please refer to the Seller Policies for the contact details of the relevant alternative dispute resolution organisation, where applicable.

5.2 If the Seller offers terms to you in the Seller Policies that are more favourable to you than the Seller Terms of Sale, please follow the instructions provided in the relevant Seller Policy or contact the Seller to ensure those terms are applied instead of the equivalent terms set out here. Please note that TikTok does not review Seller Policies and is not responsible for them, so please review them carefully and contact the Seller with any questions.

In short: You have rights under these Seller Terms of Sale, for example, in relation to cancellation, return and refunds. Where a Seller offers you better terms, those better terms will apply instead of these Seller Terms of Sale.

6 Delivery

If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of Clause 6.1.

If you are resident in France, the Seller Terms of Sale: Additional provisions for users residing in France, provided at Annex A, will apply instead of Clause 6.1.

6.1 The delivery time will vary depending on the delivery options offered by the Seller, as set out on the Product Detail Page. The estimated delivery date for your order is set out in the order confirmation message. This is the date by which your order should be fulfilled but, if your order is delayed for any reason, the Seller will endeavour to deliver your order within an additional reasonable period of time, consistent with your statutory rights as a consumer. You will usually be informed of any delays, where possible.

6.2 If, after a failed delivery to you, you do not re-arrange delivery or collect your order from a delivery depot, the Seller is required to contact you for further instructions and may, subject to providing you with prior notice and excluding circumstances where the Seller is responsible for the failed delivery, charge you for storage costs and any further delivery costs. If, despite its reasonable efforts, the Seller is unable to contact you or re-arrange delivery or collection it may cancel your order and issue you with a refund.

In short: The date for delivery of your order will be confirmed by the Seller. If delivery fails, the Seller will try to re-arrange delivery, but it may cancel your order if it is unable to do so. If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of Clause 6.1.

7 Product ownership and changes to Products

7.1 A Product will be your responsibility from the time the Seller delivers the Product to the address you gave the Seller for delivery. You do not own the Product before the Seller has received payment in full of the amounts due to the Seller in respect of your Purchase of the Product.

7.2 Although reasonable steps are taken to display the colours accurately, a device's display of the colours may not accurately reflect the colour of the Products. Your Product may vary slightly from the images on TikTok Shop.

7.3 If the Seller is making the Product to measurements or specifications you have given, you are responsible for ensuring that these measurements and specifications are correct when making an order.

In short: A Product's true colour may not exactly match that shown on your device. Please check that measurements or specifications you give a Seller for a personalised Product are correct.

8 Seller's right to cancel

If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 8.

8.1 Subject to applicable law, the Seller may cancel your order before it has been dispatched, and the Seller will refund any amounts paid, if:

(a) you do not comply with your obligations under these Seller Terms of Sale;

(b) you do not make any payment within a reasonable period of it being due;

(c) the price listed was materially incorrect;

(d) the Seller's stock has suffered unforeseen stock damage that occurred after the order was placed but before the order has been confirmed which means the item is unsellable;

(e) the Products are subject to a safety withdrawal or recall;

(f) you do not, within a reasonable time of being asked, provide the Seller with information that is necessary for it to provide the Products (for example your delivery address); or

(g) for any other legitimate reason.

For more information, see TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy.

In short: In certain circumstances the Seller can cancel your order and refund any amounts you have paid. If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 8.

9 Problems with products

9.1 You have certain rights under law as a consumer, including that a Product is as described, fit for purpose and of satisfactory quality. You also have certain remedies available to you under law if a Product does not comply with these rights, for example to a refund, repair and/or replacement.

9.2 Nothing in these Seller Terms of Sale limits or excludes the rights that you have under law. Please follow the instructions in the TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy if you wish to exercise such rights.

If you are resident in France, nothing in these Seller Terms of Sale will affect your legal rights as a consumer with respect to the Product(s) and notably with respect to (i) the legal guarantee of conformity, as defined in articles L.217-3 and seq. of the French Consumer Code and (ii) the warranty against hidden defects, as defined in articles 1641 and seq. of the French Civil Code.

You can find more information about these guarantees in Annex A attached to these Seller Terms of Sale. Annex A only applies to you if you are resident in France. It does not apply to residents in any other countries.

9.3 If you wish to exercise your legal rights to reject a Product you must return it. The Seller is responsible for paying the costs of postage or collection of the Product where it does not comply with your legal rights. To arrange this, you will need to follow the instructions on TikTok Shop. For more information, see TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy.

In short: If your Product is faulty, you can request a refund or repair or replacement in accordance with the laws of your country.

10 Customer cancellation right

10.1 Unless one of the exceptions in Clause 10.2 below applies, you have the right to cancel an order for a Product at any time from when your order is confirmed until the end of 30 days after the day on which the Product was delivered to you. The Seller may offer an extended cancellation right in its Seller Policies.

Please note that:

(a) this 30 day period is longer than your statutory right to cancel your contract within 14 days after the date on which you receive your Product; and

(b) this does not affect any rights you have to return a Product after the 30 day period if there is a problem with a Product (explained in Clause 9 (*Problems with Products*) above).

10.2 This cancellation right will not apply in respect of the following Products:

(a) personalised Products or Products that are made to your specifications (such as tailor-made clothing, products which have been engraved/stamped with a personal message or name, etc);

(b) sealed Products which are not suitable for return due to health protection or hygiene reasons because they have been unsealed after delivery (such as cosmetics, personal health care Products, feminine hygiene Products and intimate wear such as underwear);

(c) Products which, after delivery, become mixed (due to their nature) with other items and cannot be separated (for example, if one cosmetic Product is mixed with another);

(d) audio, video or computer software Products where the seal has been broken;

(e) Products which may deteriorate or expire rapidly and therefore are not suitable for return (such as flowers or food); and

(f) newspapers, journals and magazines.

10.3 For details of how to cancel an order for a Product under this Clause 10, see the TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy. You may also use this Seller Model Cancellation Form.

10.4 You must submit your request to cancel an order for a Product within 30 days after the day on which the Product was delivered to you, otherwise you will lose your right to cancel the order under this Clause 10 and will not have a right to cancel and receive a refund as set out below. This does not, however, affect any rights you have if there is a problem with a Product (explained in Clause 9 (Problems with Products) above).

10.5 If you cancel an order and the Product is either in transit to you, or has already been delivered to you, you must return the Product within 30 days after delivery. If you fail to do so, you will not be able to cancel the order (unless the Product faulty, damaged or incorrect, or as otherwise provided in TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy). If you cancel your order and make a refund request, you will be entitled to return the Product free of charge where the Product benefits from free returns. Refund may be withheld until seller has received the returned Product or proof that you have sent the Product back. For details of how and where to return the Product, please see the TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy.

10.6 Once the Product is received from you (or, if earlier, you have provided proof of dispatch), subject to Clause 10.8, you will be eligible for a refund of any payments paid by you for the Product. If you elected to pay for a more expensive delivery option than the cheapest delivery option, or you return the product 15 days or later after delivery for change-of-mind reasons, you may not be refunded your entire delivery cost (just the amount of the cheapest delivery option). For example, if the Seller offers delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then the Seller is only obliged to refund what you would have paid for the cheaper delivery option.

10.7 For details as to how refunds due to you under this Clause 10 will be processed, please see TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy.

10.8 If the value of the Product you have returned is diminished by any amount as a result of you handling the Product beyond what is necessary to establish the nature, characteristics and functioning of the Product (in other words, the sort of handling that might reasonably be allowed in a physical shop), an amount may be deducted from your refund, up to the purchase price of the Product.

In short: For most Products you have a right to change your mind and return the Product within certain time periods. Other than where an exception applies, you will receive a refund of what you paid for it, including the standard delivery costs. Returns are free unless you are notified otherwise. Your refund may be reduced if you have used or damaged a Product. For more information, see TikTok Shop EU Returns, Withdrawal and Legal Warranty Rights Policy.

11 The Seller's liability to you

If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 11.

11.1 If the Seller fails to comply with these Seller Terms of Sale, it is responsible for loss or damage you suffer that is a foreseeable result of its breach, but it is not responsible for any loss or damage that is not foreseeable, except in cases of fraud or gross misconduct. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Sales Contract was made, both the Seller and you knew it might happen.

11.2 The Seller is not permitted to exclude or limit in any way its liability to you where it would be unlawful to do so, including any mandatory provisions of local law (such as liability for the Products being defective).

11.3 Nothing in these Seller Terms of Sale limits the Seller's liability for death or personal injury caused by the Seller or the Seller's negligence or the negligence of its employees, agents or subcontractors for fraud or fraudulent misrepresentation, or for breach of your legal rights in relation to the Products.

In short: The Seller is responsible for losses you suffer caused by its breaking of these Seller Terms of Sale unless the loss is unexpected or not obvious it would happen. If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 11.

12 Information about you and your privacy

Please note that Sellers are independent controllers of the data that they process about you via TikTok Shop, and TikTok is not responsible for their compliance with applicable law. Please refer to the Seller's privacy policy for information about how they will use your data.

In short: We are not responsible for any Sellers' use of your data. Please read the Seller's privacy policy.

13 Disputes between you and the Seller

You and the Seller are responsible for resolving any dispute that may arise between you. TikTok may try to facilitate communications between you and Sellers (or between you, Sellers, and/or third parties), but TikTok is not a party to any such dispute and has no obligation to become involved in such disputes.

In short: TikTok is not obliged to become involved in any dispute between you and a Seller.

14 Governing law and jurisdiction

14.1 These Seller Terms of Sale are governed by the laws of the jurisdiction where you are resident.

14.2 If you have a dispute with a Seller, you can first try and resolve it amicably. In any case, you can go to your local courts or the local courts of the Seller. The Seller can only go to your local courts.

In short: If there is a dispute between you and a Seller, there are a couple of ways you can try to resolve it.

15 Miscellaneous terms

15.1 Relationship Between the Parties

You and the Seller don't have a special relationship – you're not agents, partners, in a joint venture, employees or employers, or contractors of each other.

In short: These Seller Terms of Sale do not create any special relationship between you and the Seller.

15.2 Third party rights

If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 15.2.

Unless expressly stated otherwise, these Seller Terms of Sale do not give rise to any rights to any third party rights (including those provided for under applicable laws). No other person shall have any rights to enforce any of the terms in these Seller Terms of Sale and neither you nor the Seller will need to get the agreement of any other person in order to end the Seller Terms of Sale or make any changes to the Seller Terms of Sale.

In short: Only you and the Seller can rely on these Seller Terms of Sale. If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 15.2.

15.3 **Notices**

If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 15.3.

The Seller may provide notices to you under these Seller Terms of Sale within 60 days of you placing an order with the Seller, for example by email. You may provide notices to the Seller under these Seller Terms of Sale by sending the Seller an in-app message.

In short: The Seller may contact you via the email you have provided in your Account, or via an in-app message. If you are resident in Germany, the Seller Terms of Sale: Additional provisions for users residing in Germany will apply instead of this Clause 15.3.

15.4 **Events beyond the Seller's control**

The Seller will not be liable for any delay or failure to perform any of its obligations under these Seller Terms of Sale for reasons, events or other matters of force majeure, i.e. that cannot be avoided despite taking the utmost care (such as, in particular, war, terrorist conflicts or epidemics).

In short: The Seller is not responsible for any force majeure event.

15.5 **Communication**

You agree that contract related communication (including invoicing) may be made in electronic form.

In short: You may be provided with information or invoices online.

Annex A: France

This Annex only applies to you if you are resident in France. It does not apply to residents in any other countries.

Regarding delivery, the below provisions apply instead of section 6.1 of the Seller Terms of Sale:

Except if the Product Detail Page states otherwise, products are delivered in mainland France (including Corsica), to the exclusion of French overseas territories. The delivery time will vary depending on the delivery options offered by the Seller, as set out on the Product Detail Page. The latest delivery date for your order is also set out in the order confirmation message. This is the date by which your order should be fulfilled but, if your order is delayed for any reason, the Seller will endeavour to deliver your order within an additional reasonable period of time, without prejudice to your right to cancel your order described below.

In case the Seller does not deliver your order within the indicated deadline, you are entitled to cancel your order, if, after having requested the Seller in writing to proceed to the delivery of your order within a reasonable deadline, the Seller has failed to do so. You can also immediately cancel your order if (i) the Seller expressly refuses to deliver your order or it is obvious that it will not do so, or (ii) delivery or supply within a specific deadline was for you an essential condition, as you expressly mentioned to the Seller and to which the Seller agreed.

Regarding guarantees:

If you are resident in France, nothing in these Seller Terms of Sale will affect your legal rights as a consumer with respect to the Product(s) and notably with respect to (i) the legal guarantee of conformity, as defined in articles L.217-3 and seq. of the French Consumer Code and (ii) the warranty against hidden defects, as defined in articles 1641 and seq. of the French Civil Code. You can find more information about these guarantees below.

Since TikTok Shop is not the seller of any Products, only the Sellers are responsible for these guarantees. Therefore, if you have any queries regarding these guarantees, please review these Seller Terms of Sale and the Seller Policies, and/or contact the Seller directly whose contact details are specified on the Product Detail Page.

You have a period of two years from the delivery of the Product to obtain the implementation of the legal guarantee of conformity in case of a defect of conformity. During this period, you are only required to establish the existence of the lack of conformity and not the date of its appearance.

Where the contract of sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal warranty is applicable to that digital content or digital service throughout the period of supply provided. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or service and not the date of its appearance.

The legal guarantee of conformity entails an obligation for the Seller, where applicable, to provide all updates necessary to maintain the conformity of the Product.

The legal guarantee of conformity gives you the right to repair or replace the Product within thirty days of your request, without charge and without major inconvenience to you.

If the Product is repaired under the legal guarantee of conformity, you benefit from a six-month extension of the initial guarantee.

If you ask for the Product to be repaired, but the Seller imposes a replacement, the legal guarantee of conformity is renewed for a period of two years from the date of the replacement of the Product.

You may obtain a reduction in the purchase price by keeping the Product or terminating the contract by obtaining a full refund against the return of the Product, if:

(a) The trader refuses to repair or replace the Product;

(b) The repair or replacement of the Product takes place after a period of thirty days;

(c) The repair or replacement of the Product causes a major inconvenience to you, in particular when you definitively bear the cost of taking back or removing the non-conforming Product, or if you bear the cost of installing the repaired or replaced Product;

(d) The non-conformity of the Product persists despite the Seller’s unsuccessful attempt to bring it into conformity.

You are also entitled to a reduction in the price of the Product or to rescission of the contract when the lack of conformity is so serious that it justifies the reduction in price or the rescission of the contract being immediate. You are then not obliged to ask for the repair or replacement of the Product beforehand.

You are not entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the Product for repair or replacement suspends the warranty that remained until the delivery of the Product in good condition.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A Seller who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the French Consumer Code).

You also benefit from the legal guarantee of hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee gives you the right to a price reduction if the Product is kept or to a full refund against return of the Product.