

Terms and conditions of sales of products through Azopio's website

Scope

These conditions apply to all sales contracts of products by Azopio to clients via its website <https://www.azopio.com/>. By buying products on this website, the client (any natural or legal person) agrees to the foregoing conditions. These conditions apply to the sales of products on the online website, to the exclusion of all other conditions through other channels of distribution.

AZOPIO

A simplified joint-stock company registered under French law with a capital of 5,000 euros

Head Office : 38, Avenue de Wagram, 75008 Paris, France

Registered at the Paris commercial registry under number : 821 449 634

APE Code : 5829C

Intracommunity VAT number : FR 88 821 449 634

Article 1 – Scope

The present conditions of sales apply exclusively to the sales contracts of products (Hardware and Software) between Azopio and any of its individual clients (hereinafter the “Client”) via online website <https://www.azopio.com/> (hereinafter the “Website”).

By buying products via the Website, the Client declares to have acknowledged and accepted the present terms of sale before placing his order. Consequently, the validation of his order is worth acceptance as of these general terms of sale.

Unless proved otherwise, the data recorded by Azopio constitute proof of all transactions by its customers via the Website. These data are saved and can be communicated by email to the Client upon his request.

Article 2 – Prices

The prices of products offered on the Website are indicated in euros, in british pounds, and in US dollars, exclusive of all taxes that will be invoiced additionally.

Azopio reserves the right to modify the prices at any time. The products that have been ordered will be invoiced at the price given at the time the order was recorded by the Client.

Article 3 – Availability

The Client cannot order on the Website more than three (3) items of the same product.

If he wishes to order products or services (above the threshold), the Client is invited to contact the Sales Office by email: sales@azopio.com.

The products offers are valid as long as they are visible on the Website, while stock is available, excluding specific and periodic promotional offers listed as such on the Website.

Article 4 – Process for placing order

4.1 – Steps for placing an order

The order of products offered on the Website happens as follows:

1. The Client chooses the product that he wishes to order and confirm with the icon « Order »;
2. The Client is then asked to connect to Azopio by entering his login details (email and password); if the Client has no account, he has the possibility to create one;
3. If he has chosen to create his account, the Client is asked to fill in an electronic registry form in which he indicates his first name, last name, company's name, email address and the password he would like to use. In order to validate his account the Client will need to click on the validation link that will be sent by email to the email address he specified;
4. The Client is then automatically directed to a window asking him to validate the country of shipment, his company's VAT number, the quantity of items to be ordered and the currency he would like to be invoiced into. Once all this information is entered by the Client a total amount (including VAT) is displayed. The Client is also invited to acknowledge the present terms of sales which he must acknowledge and agree by ticking the box provided for this purpose. The Client can then move to the next step by clicking on « Next »;
5. The Client is then automatically directed towards a page asking him to enter his shipping address. Once the information is validated the Client is invited to go to the next step by clicking on « Next »;
6. The next step consists in entering the billing information of the Client:
 - Entering the billing address;
 - Entering the payment method managed by Paypal or Stripe, depending on the type of payment that the Client wishes to use, and filling up the requested information in order to process with the payment (see article 4.2 – Secured Payment);

Once the information has been completed, the Client clicks on the icon « Next » and is automatically directed onto a page summarizing his order, allowing him to check one last time the information entered. If the information is correct, he validates the payment by clicking on the icon « Finish »;

7. Once the data sent by the Client has been taken into account by Azopio, a confirmation email acknowledging that the order has been confirmed is automatically sent to the Client. The products' order is definitely confirmed and legally binds Azopio only once the order confirmation email has been received by the Client;

4.2 – Secured Payment

The payment of the products via the Website can exclusively be made by credit card or Paypal account.

For the payment of online orders, Azopio uses the services of Paypal or Stripe (depending on the type of payment chosen by the Client). The websites are fully equipped with secured online payment solutions. The credit card numbers and validity date are of the card are instantly encrypted in the Client machine before being sent with the SSL (Secure Socket Layer) protocol, which ensures full security of the transmitted data.

The Client bank account will immediately be debited of the full amount of the order.

Article 5 – Delivery

5.1 – Location and delivery time

The ordered products on the Website are only delivered in the countries or territories proposed in the list provided to the Client when he fills up the order form, at the address indicated by the Client during the ordering process. Any delivery delays could not be blamed on or attributed to Azopio if the Client has incorrectly input his delivery address.

The products are delivered within a maximum of thirty (30) days from the order validation date. In case of delivery delays of over seven (7) days, the Client has the right to cancel his order by sending registered letter with recorded delivery to Azopio's postal address, within sixty (60) working days from the order validation date, in accordance with the provisions of Article L. 114-1 of the French Consumer Code.

5.2 – Reserves

In the event of defect or non-compliance of the product, it is the Client's responsibility, at the time of delivery, to notify the carrier of all necessary reserves (damaged parcel, parcel already opened...) (on the delivery slip) and to Azopio (by writing to the following email address: support@azopio.com)

The Client could then benefit of a replacement product or a refund of the non-compliant (or with apparent defect) product, in accordance with the legal provisions in force.

Article 6 – Right of Cancellation

In accordance with the provision of Article L. 121-20 of the French Consumer Code, the Client has the right to cancel his order within seven (7) days following the delivery of goods.

However, under Article L. 121-20-2 4° of the French Consumer Code, the Client would not be able to exercise his right of withdrawal, if the product ordered includes, in whole or in part, a software, and that this software has been unsealed while registering the software online.

Additionally, in accordance with the provision of Article L. 121-20-1 of the Consumer Code, the Client would not be able to exercise his right of withdrawal if the order relates to a service which execution starts before the end of the seven (7) days delay.

Finally, no withdrawal will be accepted if the product which is entitled to the right of withdrawal has been damaged by the Client.

In the event of withdrawal, the Client should inform Azopio by email at support@azopio.com then, in accordance with the return instructions from Azopio, return the product(s) in its (their) original state, in whole (packaging, accessories, user guides...) and in their original packaging so that the article can be re-marketed in a new, unused state. Moreover, the products should be accompanied by a copy of the purchase invoice.

Subject to the perfect state of the product and of its packaging, Azopio will reimburse the Client within a maximum time delay of thirty (30) days following the date at which the product(s) will be returned. The refund will be based on the product price and the shipping costs; the return costs are the Client's responsibility.

Article 7 – Reservation of ownership

The products sold by Azopio remain its ownership until the full payment of its price. Until full payment has been received, Azopio could exercise its right of revendication of the goods that have been left partially or totally unpaid.

These measures do not prevent the transfer to the Client, from the delivery, of the risks of loss and deterioration of the products.

Article 8 – Guarantee

The Client gets the legal guarantee against hidden defects and in accordance with legal provisions relating to non-compliant products. Additionally, he gets contractual guarantees referred to in Article 8.1 and 8.2 hereinafter.

8.1 – Equipment guarantee (excluding consumables)

Azopio guarantees that the equipment (excluding consumables) is free of manufacturing and material defects or deficiencies during a period of one (1) year following their purchase date.

The warranty does not cover:

- All repairs or replacement of parts required change due to normal wear of the equipment;
- The damages, loss or deteriorations resulting from :
 - Use or misuse of the product by the Client, due to non-respect of instructions of use and maintenance provided by Azopio;
 - Mishandling, accidents or improper cleaning, maintenance or care of the product by the Client;
 - Damage due to incorrect installation, due to non-respect of technical or safety standards and norms;
 - Any repair or attempted repair of the product by other than an authorised service technician;
 - In case of force majeure or any other event beyond the Azopio's control.

In the event of a defect in materials or workmanship, the Client wanting to benefit from the contractual guarantee should notify Azopio by email at support@azopio.com or by postal mail at Azopio, Service Support, 38 Avenue de Wagram, 75008 Paris, France and shall return the defective equipment at his own costs and risks, accompanied of the invoice of the equipment (with the purchase date, product type). The serial number affixed on the equipment shall always be present and visible.

Azopio will evaluate the defective equipment to determine whether the problem was due by a defect in materials or workmanship. If this is the case, Azopio will proceed, to his own choice and costs, to the repair or to the replacement of the product.

The length of the guarantee remaining for the repaired or replaced equipment will correspond to the length remaining until the end of the initial guarantee period, to which adds up the length of equipment downtime during the evaluation by Azopio, running from the date of receipt of the defective equipment until the date of shipping of the repaired or replaced equipment by Azopio.

If on completion of the expert valuation, Azopio estimates that the equipment has no material defect or manufacturing fault, it will inform the Client, and if appropriate will offer a quotation for the repair or to the Client's request will send it back to him at the client's expense.

8.2 – Software warranty

Azopio guarantees that the sold software (with or without the equipment) via the Website (hereinafter the « Software ») meet the specifications published at the time of the delivery, provided they are correctly used under the intended conditions of use found in the documentation. Azopio does not guarantee in any case that the Software and more generally its products are suitable for an application or a particular use other than the ones stipulated by Azopio particularly on its Internet website, in its brochures and other promotional documents.

The Client acknowledges that it is not possible to guarantee that the Software will meet his performance requirements or that they will operate without interruption or bug. Azopio does not warrant that the use of the Software will operate without interruption or bugs, nor that it will run free from any error or securely.

The security mechanisms implemented by Azopio have some inherent limitations and the Client must, prior to the conclusion of the contract, verify, by any or all means, that the Software that he plans to order (with or without equipment) suits his requirements.

During a thirty (30) days period following the first installation of the Software by the Client, if it does not work as described in the documentation supplied, the Client shall inform Azopio by email at support@azopio.com or by postal mail at Azopio, Service Support, 38 Avenue de Wagram, 75008 Paris, France.

Azopio could then choose, within a thirty (30) days delay, from the time it has been inform about the issue either to:

- replace for free the defective Software ; or

- provide for free some advices to the Client so that he obtains the same functionality as described in the documentation via a different workaround which is not mentioned in the documentation.

In the event of Software replacement or if you need service or technical support from Azopio, the remainder of the warranty period of the Software will correspond to the time remaining at the end of the initial warranty period, and extended by thirty (30) days.

The Client encountering some problems with the Software after the end of the warranty period shall check the 'Support' section from the website <https://support.azopio.com/>. He shall also send an email to support@azopio.com but with no guarantee of the delay of the reply.

The warranty is excluded in the following cases:

- non-respect, by the Client, of the conditions of use described in the user manual and/or if the Client has intervened on his own or for that matter through an un-authorized third party on the Software ;
- all modifications of the Software not realized by Azopio and without its authorisation;
- damage, alteration – even accidental – use of misuse of the Software, in particular the use of the Software not in conformity with its purpose, as described in the supplied documentation provided with the Software ;
- presence of a defect resulting from the non-installation by the Client of an updated or modified version of the Software, provided by Azopio.

Article 9 – After-sale Service

Azopio supplies the Client with a free technical support aimed in particular at answering possible difficulties encountered by the Client during the use of the product or services ordered.

This technical support consists of:

- a support via email through the following address: support@azopio.com;
- an online support through the website <https://support.azopio.com/>;

The technical support is available from Monday to Friday from 9.00 a.m. until 6.00 p.m (Paris time) excluding French bank holidays. During those times, Azopio's technicians will do their best to reply to the Client as quickly as possible.

Article 10 – Liabilities

Azopio's liability is limited to the commitments made under the Agreement.

It shall not be incurred as the result of, in particular, direct or indirect damages due to:

- the Client's total or partial failure to fulfil its obligations ;
- the use of an equipment reflecting apparent defect ;
- the defective equipment operation due to normal wear and tear ;
- the lack of care, the misuse, and lack of maintenance from the Client or the intervention on the product without prior agreement from Azopio ;
- the non-respect of the instructions and eventual recommendations of Azopio regarding the product use ;
- circumstances beyond control or the act of a third party not normally involved in the provision of the services stipulated in the contract;
- the use or the Software performances, as indicated in Article 8.2, Azopio does not warrant that the Software is free from any error or bug, that it will operate without interruption, nor that it will meet the Client's performance requirements. The Client is responsible to do the required regular computer system back-ups on

which the Software(s) is (are) used. Azopio cannot be held liable in the event of data loss by the Client caused by the use of his Software.

In no event shall Azopio's total liability exceed the original price charged by Azopio for the product, and its associated software, deemed defective.

Finally, Azopio only warrants its products compliance to the French legislation. Azopio is not responsible in case of non-respect of the legislation of the country where products are delivered or service(s) supplied. The Client is held liable to check with the local authorities the possibilities of import or use of the products or services that he plans to order.

Article 11 – Intellectual Property

11.1 – Software Use Rights

The use of any Software is governed by the terms of the end user license agreement, which accompanies or is included in the Software

The Client will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law.

Any person who does not comply with the applicable legal provisions will be guilty of infringement and liable to the criminal penalties set forth by law.

11.2 – Trademarks, other distinctive signs and patents

The Client is not granted any rights to use any trademarks, names, commercial names, logos, other distinctive signs, or patents belonging to Azopio.

The Client is not authorised of any permanent or temporary reproduction of all or part of the trademarks, commercial names, logos, any distinctive signs or patents, by any or all means and in any or all medium, without prior written agreement from Azopio.

Article 12 – Personal Data

The information and data concerning the Client, recorded and saved during the order process are required for the order management by Azopio, and for its commercial relation with the Client.

These enable Azopio to successfully carry out its transaction with the Client, to ship products and to supply him with services and eventually contact him in case of difficulties with his order.

The information and data are also saved for security reasons and to respect legal obligations and regulatory requirements particularly with respect to contractual data.

Azopio is responsible for the collected data about the Client, which shall not be disclosed to any Third parties, other than its subcontractors and partners for the fulfillment of the order.

In accordance with the Act n° 78-17 of the 6th of January 1978 relating to Information technology, files and freedom of information, as amended by the Act of the 6th of August 2004, the Client has a right of access, rectification and opposition and removal of these data that he can exercise by contacting Azopio by email at privacy@azopio.com or by postal mail at: Azopio, Politique de confidentialité, 38 Avenue de Wagram, 75008 Paris, France.

Article 13 – Partial Nullity

In the event that any provision in the current General Terms and Conditions is found invalid or held to be such by any legal or regulatory body, or any court of competent jurisdiction, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and the other provisions shall remain valid and binding.

Azopio and the Client will agree to substitute the invalid clause with another closest in content to the disputed clause in order to preserve the economic balance of the contract.

Article 14 – Applicable Law and Attribution of Jurisdiction

The product sales, to which apply these present Terms and Conditions of Sale, are subject to French Law.

The language of these Terms and Conditions of Sale is French; any version in another language is for informative value only. In case of any discrepancies between the French version and its translated version, solely the Terms and Conditions of Sale written in French shall prevail.

In the event of dispute, the French courts shall be solely competent.