

## GENERAL TERMS AND CONDITIONS OF SALE

Last Updated: 20/07/2023

### Article 1: Scope of Application

These general terms and conditions of sale apply to all sales concluded between the customer and Ren-ting SAS, through the Nomad Online website, which is an e-commerce platform for the sale of new and used products owned by Ren-ting SAS.

### Article 2: Order

2.1 - The customer can place an order by selecting the desired products on the website and following the indicated ordering process.

2.2 - The order will only be considered final after acceptance by Ren-ting SAS and receipt of full payment from the customer.

2.3 - If payment is made by bank transfer, the order will be validated upon receipt of the payment by Ren-ting SAS.

### Article 3: Returns and Cancellations

3.1 - The customer has a **14-day** right of withdrawal from the date of receiving the order. Any return costs are the customer's responsibility.

3.2 - Ren-ting SAS reserves the right to cancel an order in case of force majeure or unavailability of the ordered equipment. In such cases, the customer will be fully refunded.

### Article 4: Prices

4.1 - The prices displayed on the Nomad website are indicated in euros and do not include taxes or delivery charges.

4.2 - Ren-ting SAS reserves the right to modify prices at any time but undertakes to invoice the products at the price indicated at the time of the order, subject to availability.

4.3 - The generation of a pro forma document does not constitute an order; it is solely generated upon customer request for informational purposes.

4.4 - Customs taxes are applicable on all products from outside the European Union.

### Article 5: Payment

5.1 - Payment is made online at the time of the order, using the payment methods accepted by Ren-ting SAS: credit card and bank transfer.

5.2 - By choosing to pay by credit card, the customer guarantees that they have the necessary authorizations to use this payment method.

5.3 - In the case of bank transfer, the customer agrees to click on the transfer confirmation only after the bank transfer has been made. Ren-ting SAS will process the order only upon receipt of the bank transfer.

#### **Article 6: Force Majeure**

Ren-ting SAS cannot be held responsible for the non-performance or delay in the performance of its obligations resulting from a case of force majeure. Force majeure includes, but is not limited to, natural disasters, strikes, major computer failures, or any other event beyond the control of Ren-ting SAS.

#### **Article 7: Citation and Communication**

The customer authorizes Ren-ting SAS to mention their name and use non-confidential information regarding the sale for communication and promotional purposes, unless otherwise specified by the customer. If the customer requires complete confidentiality, they must inform Ren-ting SAS in writing before the transaction date.

#### **Article 8: Connection Platform**

8.1 - Our website operates as a connection platform between sellers and buyers. We do not own the products offered for sale and do not act as the seller. We do not guarantee the quality, accuracy, or legality of the products offered by sellers on our site.

8.2 - We disclaim any liability for transactions conducted between sellers and buyers. Sellers are solely responsible for the description, availability, quality, delivery, and any disputes related to the products offered.

8.3 - We reserve the right to take appropriate measures in case of fraudulent behavior, violation of the site's terms of use, or any other action that may harm our platform or users.

#### **Article 10: Personal Data**

Ren-ting SAS collects and processes customer's personal data in accordance with its privacy policy, available on its website.

#### **Article 11: Applicable Law and Jurisdiction**

These general terms and conditions of sale are governed by French law. In case of a dispute, the competent courts shall be those of the jurisdiction of Ren-ting SAS, based in Paris, unless otherwise provided by law.

**Article 12: Non-Waiver**

The fact that Ren-ting SAS does not invoke any provision of these general terms and conditions of sale at a given time cannot be interpreted as a waiver to subsequently invoke these same provisions.

**Article 13: Delivery**

13.1 - The delivery of the ordered equipment is made to the address provided by the customer during the order on the Ren-ting SAS website.

13.2 - Delivery costs are borne by the customer unless otherwise indicated and calculated and paid at the order confirmation stage.

13.3 - The delivery times indicated on the Ren-ting SAS online platform are estimates and therefore not guaranteed. While we strive to meet these delivery times as much as possible, Ren-ting cannot be held responsible for delivery delays due to the following factors:

- a) Product Availability: Delivery times may vary depending on product availability. Although we make every effort to keep our inventory up to date, it is possible that certain items may be out of stock or require additional time for procurement.
- b) Logistics and Transportation: We rely on third-party delivery service providers to transport products to your address. Delivery times may be affected by logistical issues beyond our control, such as transportation delays, adverse weather conditions, or customs constraints.
- c) Unforeseen Circumstances: Unforeseen events such as strikes, natural disasters, technical issues, and production delays from our sellers can also impact delivery times.

**Article 14: Order Preparation**

14.1 - Ren-ting SAS commits to instructing its sellers to prepare orders as quickly as possible, ensuring the quality of packaging and the conformity of the ordered products.

14.2 - However, Ren-ting SAS reserves the right to refuse an order or suspend its preparation if the ordered products are unavailable, out of stock, or awaiting receipt from Ren-ting SAS.

**Article 15: Preparation Time**

15.1 - The preparation time is provided as an estimate by the seller and may vary depending on product availability and the volume of ongoing orders.

15.2 - Ren-ting SAS will make its best efforts to respect this preparation time, but cannot be held responsible for any delays beyond its control.

#### **Article 16: Equipment Ownership**

16.1 - The equipment sold by Ren-ting SAS remains the property of the sellers until full payment of the price by the customer.

16.2 - The customer is responsible for the conservation and use of the equipment upon delivery, and agrees to handle it with care and respect the instructions for use.

#### **Article 17: Equipment Pickup**

The customer has the option to pick up the ordered equipment from Ren-ting SAS, subject to prior agreement. The pickup arrangements will be agreed upon between Renting SAS and the customer when placing the order.

#### **Article 18: Warranty of Items**

18.1 - Due to the nature of the items offered by Ren-ting SAS, which are used items, no item is covered by a warranty unless expressly stated otherwise in the product description.

18.2 - Ren-ting SAS is committed to providing information about the condition of the items offered for sale through a rating system from one to five stars (five being the best condition and one being the least). It is the customer's responsibility to review this information before making a purchase.

18.3 - Despite all the efforts made by Ren-ting SAS to ensure the quality and conformity of the items, it is understood that their condition may vary due to their used nature, and no warranty claims can be made in case of defects or non-conformity of the item.

18.4 - Ren-ting SAS recommends that customers carefully read the item descriptions, ask additional questions if necessary, and consider the overall condition of the item before making a purchase.

#### **Participation in Ren-ting SAS Auctions**

*The auction site [www.nomad-online.com/auctions](http://www.nomad-online.com/auctions) is provided by Ren-ting SAS. All auctions conducted on the site are carried out by Ren-ting SAS.*

#### **Article 19: Auction Listings**

19.1 - The auction listings are visible on the third-party website integrated into our code, accessible via the Nomad website provided by Ren-ting SAS.

19.2 - Participants interested in the auctions must have an active account on the Nomad website to be able to log in to the auction site and participate in the auctions offered.

**Article 20: Bidding**

20.1 - Participants can place bids on the listings using their Nomad website login credentials.

20.2 - Before placing a bid, participants must provide their credit card information, and a credit card hold will be placed for the amount of their initial bid as a guarantee.

20.3 - Bidding is conducted in real-time, and participants will be able to track the progress of the bids live.

**Article 21: Purchase Confirmation**

21.1 - At the end of the auction, the participant with the highest bid will be designated as the winner of the product and will receive a confirmation email.

21.2 - The confirmation email will contain a link to a private listing on the Nomad website, allowing the winner to finalize the purchase of the product.

21.3 - The link will redirect the winner to a dedicated page where they can directly purchase the product using the payment options available on the Nomad website.

21.4 - Once the purchase is confirmed, the credit card hold placed during the initial bid will be canceled for all participants.