

# GENERAL TERMS OF SALE AND PRIVACY POLICY

## **GENERAL TERMS OF SALE**

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## **Article 1 - Presentation**

These general terms of sale are signed between:

Firstly:

The company GREENBUSH ("GREENBUSH"), whose registered office is located at 14, rue des Bruyères – 40530 LABENNE - FRANCE, French SARL (limited liability company) with share capital of € 1.000, registered with the DAX Trade and Companies Registry under the number 834 594 574, VAT no. FR0 43 834594574, contact: tel. 05 58 48 91 06, or [contact@greenbush.fr](mailto:contact@greenbush.fr).

hereafter referred to as the "Seller"

And, secondly:

The private individual adult, who is not a shopkeeper, with the legal capacity to contract on his/her own or via a person with parental responsibility, his/her guardian or trustee, and who wishes to make a purchase via the "www.greenbush.fr" website.

Hereafter referred to as the "Customer"

Hereafter referred to together as the "Parties"

These General Terms of Sale (GTS) apply to any order placed via the <http://www.greenbush.fr> website ("the Website") by a Customer ("the Customer").

These General Terms of Sale are made available on our website, before confirmation of all orders. Consequently, the fact of placing an order implies the purchaser's full and unreserved acceptance of these GTS.

The Customer of the <http://www.greenbush.fr> website specifically acknowledges, before placing any order, that he/she has read and unreservedly accepted these general terms of sale.

The company GREENBUSH reserves the possibility of adapting or amending these general terms of sale at any time. The general terms of sale applicable to an order are those published on the Website on the date of recording the order.

The terms applicable to the order of an item by a customer are those in force on the date of the order.

## **Article 2 – Scope of application of the general terms of sale - Purpose**

These general terms of sale define all of the rights and obligations between the Company GREENBUSH and the Customer wishing to acquire the goods offered for sale on the [www.greenbush.fr](http://www.greenbush.fr) Website. All of the terms and conditions of the sale, between the Company GREENBUSH and the Customer, are governed by these general terms. They govern all of the stages of the sale, from placing the order to the warranty of the products ordered, including the payment, delivery and Customer's right of withdrawal.

The [www.greenbush.fr](http://www.greenbush.fr) website enables to order a selection of products of the GREENBUSH mark from the company GREENBUSH immediately online via Internet for a delivery in all the countries of the world.

We inform you that, as you are ordering products online, your consent regarding the content of these general terms of sale does not require any handwritten signature.

The Company GREENBUSH is required to adapt the content of the general terms of sale on a regular basis and asks that its customers read the version in force on the date of the order.

For this purpose, the customer has the possibility of downloading, saving and copying the general terms.

In any event, the sales agreement of a product purchased on the website is made up of the general terms of sale in force on placing the order and the order form.

The possibility of ordering products available on the Website (hereafter the "Products") is reserved for private individuals, i.e. persons who are not seeking to satisfy their professional requirements.

The resale or distribution of the GREENBUSH products purchased on the [www.greenbush.fr](http://www.greenbush.fr) website is formally forbidden.

These general terms of sale are exclusively applicable to the items offered for distance selling with the makes marketed by the Company GREENBUSH via the Website of the Company identified by the domain name *www.greenbush.fr*.

### **Article 3 – Information regarding the items and limited liability**

In accordance with the terms of article L.111-1 of the French Consumer Code, the Customer may, prior to placing the order, find out information on the Website regarding the main characteristics of the Item(s) that he/she wishes to order.

The information shown on the Website is as precise as possible. The Company will not be held liable for minor errors that may affect the items' characteristics. Photographs and other illustrations of the items are only given as an indication and have no contractual value. In some cases, the goods offered for sale on the Website may not be available for sale in the retail stores. Errors or amendments may exceptionally exist, in particular in the case of simultaneous orders of a same product by several customers.

Colors – the company GREENBUSH in charge of managing the content endeavours to display the colors of the products as precisely as possible on the Website. The colors that you see depend on your computer screen, however, and there is no guarantee that the display of colors on your screen is precise, reliable and infallible. The colors and finish will therefore be given as indications only and do not have any binding or contractual value. Variations may occur, in particular due to the technical limits of the display of colors on your computer equipment.

Consequently, the Company GREENBUSH may not be held liable for any errors or inaccuracies of the photographs or graphical illustrations of the GREENBUSH products shown on the [www.greenbush.fr](http://www.greenbush.fr) website. In the case of questions regarding the products, you may of course contact our Customer Services department.

The offers shown on the Website are valid while stocks last. The Customer is informed of the availability of the Product by the heading “*add to basket*” or by the heading “*temporarily unavailable*”.

The company GREENBUSH does not incur any liability in the case of unavailability of products or products out of stock.

The company GREENBUSH reserves the right to change the items offered on the [www.greenbush.fr](http://www.greenbush.fr) website, at any time and without notice.

An item indicated as available may not actually be available (physical inventory); in this precise case, GREENBUSH undertakes to give all information required by the Customer regarding the availabilities of this item and a possible delivery date.

### **Article 4 – Conditions of ordering the items**

4.1 The orders are placed directly on the Website.

When using this website, you declare that you are at least of the minimum legal age required for contracting and that you have the legal capacity to do so.

The Customer acknowledges that he/she is aware that the *www.greenbush.fr* website only accepts:

- orders placed by a private individual customer, who is not a shopkeeper, who has the capacity of consumer, is an adult, and has the legal capacity to contract on his/her own or via a person with parental responsibility, his/her guardian or trustee;
- with a view to a delivery to the Customer or to any third party of his/her choice who also has the capacity of consumer, the latter living in the same country as the customer having placed the order.

**The Customer deals personally with setting up the computing and telecommunications means providing access to the Website. The Customer shall bear**

**the telecommunications costs incurred when accessing the Internet and using the Website.**

**The offers are valid for as long as they are visible on the website and while stocks last.**

In order to confirm an order, you should give your identity first of all. For this, you will need to complete, according to the indications provided online, a form made available to you in which you should indicate the information required for your identification and in particular your surname, first name, telephone number, postal address, email address and billing and delivery addresses.

You will then definitively confirm your order by clicking on the "Confirm order" button to demonstrate your commitment and acceptance of the general terms of sale.

To place an order on the Website, the customer must be an adult, have the legal capacity to do so and hold a bank card (Visa - MasterCard – Carte Bleue) or a PayPal account with the exception of any other means of payment (PayPal enables you to pay online without providing your financial information during the transaction. Discover the PayPal world – click here)

Orders will be accepted subject to stock availability. For this, the customer is informed of the availability of the item when placing the order, on the Website's information page describing each of the items. If the items ordered are not available, the Company will inform the customer by email as soon as possible and will reimburse the amount paid by bank transfer or propose a change to the order of the items in question.

4.2 The Company GREENBUSH is entitled to refuse any order made by a customer with whom there is an ongoing dispute regarding the payment of a previous order. If the Company notices that the order does not meet with these general terms of sale, it will inform the customer of the same within a maximum period of six (6) days, by telephone or email. If the customer does not rectify the incorrect elements or those that do not respect these general terms of sale, the Company reserves the right to simply cancel the order.

#### **Article 5 - Confidentiality of personal data.**

Our Website undertakes to protect your personal data and your private life.

During your visits to our website, we may ask you for information by using forms or when creating your customer account. The information requested, indicated by an asterisk, is compulsory. It is required in order to process your requests. This information is meant for GREENBUSH for recording purposes and for processing your orders and managing your customer account.

All of the data provided to GREENBUSH is meant exclusively for our company.

It is reminded that the Company collects personal data upon the order. This data is required for processing the order and may be provided in whole or in part to the Company's contractual partners, working strictly in order to carry out the order. The customer is informed that this same personal data is also collected by the authority in charge of analyzing orders and fighting bank card fraud. The information and data regarding our customers is required for managing the orders and commercial relations.

We may also ask you, by email, to give proof of your identity and of your address (e.g. an electricity bill, landline telephone bill), and possibly a scanned copy of both sides (partially hidden) of your bank card (you should not, under any circumstances, provide us with the security code), in order to protect you from fraudulent transactions. This proof will enable us to guarantee increased security for you, by ensuring that you are indeed the owner of the bank card used.

In the case of failure to provide the proof required or if the documents produced are not sufficient and do not enable the Company GREENBUSH to be sure of the identity of the person placing the order, their address or their apparent solvency conditions, it will be entitled to cancel the order.

In accordance with the French Data Protection Act of 6<sup>th</sup> January 1978, you are entitled to access, rectify and oppose all of your personal data, at any time, in writing, by letter and giving proof of your identity, to our company, at the following address: [contact@greenbush.fr](mailto:contact@greenbush.fr) or at the following address: GREENBUSH , 14,rue des Bruyères – 40530 LABENNE, FRANCE

Depending on your choices made when creating or consulting your account, you may receive offers from our company. If you no longer wish to receive these offers, you may make such request to us at any time via your customer zone or by writing to us at the following address: [contact@greenbush.fr](mailto:contact@greenbush.fr).

## **Article 6 – Finalization of the order on the Website**

GREENBUSH reserves the right to refuse an order in the case, in particular, of unavailability of the product, impossibility to deduct the amount of the order from the Bank Account or if the price displayed on the Website on the date of the order was incorrect due to a technical error.

Placing orders on the Website is subject to respecting the procedures in place, namely a series of different screens indicating the stages that the customer must absolutely respect in order to confirm the order.

The Customer accesses the Product offer from the homepage by clicking as chosen on one of the tabs proposed.

### **1. BASKET**

The Customer selects the Products that he/she wishes to order by clicking on the “*Add to basket*” tab. The Customer is then automatically directed to the page summarising the content of the basket. The Customer may then choose either to continue his/her purchases by clicking on the “*Continue my purchases*” button, or to order by clicking on the “*Order*” button and be directed to the next stage. The Customer may also display the content of his/her basket at any time by clicking on “basket” in the top right-hand corner.

### **2. CONNECTION**

If you do not have an account: you will be asked to create your own password for later use of this account.

If you already have an account: your email address and password will be asked in order to enable your identification.

The Customer must enter his/her user details provided upon creating his/her account. If it is the Customer’s first order, he/she should click on the “*create your account*” button. After having completed the information requested, the Customer clicks on the “*register*” button.

A confirmation email will then be sent to the Customer.

Your account enables you to:

- trace your orders;
- trace your returned goods requests;
- save billing and delivery information for future orders;
- manage your subscription to the newsletter;
- change your personal information.

You may, at any time, deactivate your account by sending an email to the Customer Services department by clicking on the “Customer services” link. After deactivation of your account, you are free to create a new account at any time.

Your customer account and password constitute strictly confidential and personal information that may not be used by or communicated to third parties. You are responsible for the use of your account by a third party, in particular due to carelessness or negligence by you.

In the case of loss, theft or any fraudulent use of your password, you undertake to inform the Company GREENBUSH immediately.

### **3. BILLING**

The Customer completes the information requested regarding the billing address and payment method. The billing address must be the same as that attached to the payment card used for paying the order.

Furthermore, the Customer completes the promotional code if he/she has one.

Then the Customer clicks on the “*continue*” button.

#### 4. DISPATCH

The delivery address is automatically completed by the website. The customer has the possibility of receiving the delivery at a different address in the same country as the billing address, by altering the data shown on the screen.

Please note that, should the billing address and delivery address not be identical, we reserve the right to contact you for more information.

We will send your order to the address indicated by you for as long as this delivery address is in the country of purchase and complies with the delivery restrictions indicated on our Website.

#### 5. LAST CHECK

The next page summarizes the Products shown in the Customer’s basket; a summary page will be displayed automatically, showing the item’s photograph, its colors and references, the quantity chosen, its unit price and the total tax-inclusive price of the order.

You should check the accuracy of your selection before confirming your order.

If there is an error in the data input, the Customer may either stop his/her order by returning to the previous pages or by closing the session in progress on the Website, or alter the content of his/her order by inputting new data.

Once the Customer has ticked the box in which he/she indicates that he/she accepts these terms of sale unreservedly, he/she may then confirm his/her order by clicking on the “*confirm the order*” button.

The fact of placing the order entails the customer’s obligation to pay the company GREENBUSH.

You should check the completeness and compliance of the information that you provide to us on placing the order, in particular the delivery address.

You confirm your order definitively by clicking on the “*Confirm the order*” button to show your commitment and your acceptance of these general terms of sale. Once you have clicked on this button, the order is recorded and an order number is provided to you along with a confirmation on the screen and/or by email. The data recorded by our Website constitutes the proof of the type, content and date of the order.

#### 6. PAYMENT

The customer completes his/her bank details required for the payment and confirms his/her order definitively.

By confirming the order form, you guarantee that you have the necessary authority to use the means of payment that you have chosen.

Once the Customer has registered his/her order by clicking on the “*confirm*” button, he/she is considered to have accepted these terms of sale, the prices and quantities of the Products ordered and the postage costs, unreservedly.

The confirmation of the order is only considered as final and only binds the Parties as from the payment of the price of the order by the Customer.

The next page confirms the order by indicating an order number. An email, confirming the order and containing the same information, will also be sent to the Customer.

The data recorded by GREENBUSH constitutes proof of the type, content and date of the order. This data is archived by GREENBUSH. The Customer may consult this data on the Website by clicking on the “*My account*” button on the homepage then on the “*My orders*” button.

We may not be held responsible for any inputting errors and the resulting consequences (e.g. delays or errors in delivery).

### **Article 7 – Proof of the order**

Emails will be considered as evidence between the parties, in the same way as the automatic registration systems used on the Website, in particular regarding the nature and date of the order.

The parties specifically agree that electronic correspondence is considered by GREENBUSH and by the Customer as having an equivalent proof value to that of written documents.

Our computer records, kept in reasonable safety conditions, will be the proof of the communications, orders and payments made.

In accordance with the terms of article L.134-2 of the French Consumer Code, for any amount of more than one hundred and twenty Euros, we will archive the order forms and invoices for the legal time-limits applicable, on a reliable and lasting format that may be produced legally as proof.

The customer may have access to this document at any time, by sending a request to the Company GREENBUSH enclosing a document giving evidence of his/her identity.

### **Article 8 – Prices of items**

The prices of the products sold on the [www.greenbush.fr](http://www.greenbush.fr) website are indicated in Euros, including all taxes, excluding delivery costs. The Company GREENBUSH will not reimburse the VAT applied on the purchases made on the [www.greenbush.fr](http://www.greenbush.fr) website.

The delivery costs are borne by the customer, unless otherwise specifically indicated or in the case of special terms.

Standard delivery costs 8 euros and are offered to the customer for all order over 80 euros for inland French territory and Corsica.

Any change in the legal VAT rate applicable shall automatically affect the price of the items accordingly, as from its application.

The price applied is the price displayed upon placing the order. The sales prices of the products may be amended by GREENBUSH at any time, but GREENBUSH undertakes to apply the prices in force upon registering the order, subject to the availability of the products on this date.

The Company GREENBUSH reserves the right to amend, limit or end a special offer or reduction, at any time.

The prices of the items displayed on the [www.greenbush.fr](http://www.greenbush.fr) website may differ from those in the physical stores in which the GREENBUSH items are present.

Notwithstanding the above, if GREENBUSH discovers an error in the price of the products involved in the order, GREENBUSH reserves the right to cancel the order and invite the Customer to place a new order of products at the correct price. If GREENBUSH cannot contact the Customer, it will process the order as if it is cancelled. In this case, if the payment has already been made, the Customer will benefit from a reimbursement of his/her order cancelled by GREENBUSH.

The amount of the carriage costs related to the delivery of the items is shown automatically on the Website and will be sent to the customer with the order confirmation by email.

The confirmation of the price paid and the delivery costs borne by the customer, as an invoice in Euros, is available to the customer in his/her personal account accessible from the Website.

### **Article 9 – Payment terms**

The payment is due in full as from the order being placed.

All orders are payable in Euros.

The payment is made upon placing the order, by bank card or via the online payment service PayPal.

Your bank card or credit card is only debited when your order is validated.

The bank cards accepted are indicated on the Website when placing the order.

We do not accept cash or cheque payments, or orders by telephone.

Only the payment service provider of GREENBUSH COMPANY, namely the C.I.C. Bank, is empowered and responsible for the choice of bank cards accepted as payment means of a purchase on the website.

By providing his/her bank details, the Customer agrees unconditionally and in advance for GREENBUSH to perform the secure transaction. The Customer therefore authorizes his/her bank to debit his/her account in light of the registrations or statements provided by the company GREENBUSH or by any other company appointed by GREENBUSH, even in the absence of invoices signed by the account holder.

For any payment by bank card on the [www.greenbush.fr](http://www.greenbush.fr) website, the electronic certificate delivered by the online payment administrator will be deemed as proof of the amount and date of the transaction, in accordance with the terms of articles 1316 and thereafter of the French Civil Code and the electronic archiving means implemented by the Company GREENBUSH. In this respect, the dates and times of the server shall be considered as evidence between the parties.

The invoice of the order shall be sent in a later email, confirming the definitive acceptance of the order by GREENBUSH. The invoices shall be sent to the Customer in electronic format (PDF) and must be kept by the Customer.

If, for any reason whatsoever (opposition, refusal from the issuing centre...), it is not possible to debit the amounts owed by the customer, the order shall not be recorded by the company GREENBUSH.

The amount owed by the customer is the amount indicated on the order confirmation sent by email to the customer.

The payment shall be made, except in the case of server unavailability, immediately on the Internet – by Bank Card (Carte Bleue, or Visa Card) – or by PAYPAL account: the customer will then be automatically directed to his/her PayPal account. Once the PayPal payment has been validated, the order is complete.

The Company GREENBUSH reserves the right to refuse any order or delivery in the case of an ongoing dispute with the customer, in particular in the case of: total or partial lack of payment of a previous order by the customer, in cases where a payment dispute is ongoing, of refused payment authorization by bank card, of nonpayment or partial payment, use of a Bank Card that has not been issued by a European financial institution or lack of availability of products, if the customer has been involved in fraudulent activity, or for any other legitimate reason. GREENBUSH's liability may not be incurred in this respect, under any circumstances.

We maintain full ownership of the products for sale, until complete collection of all of the amounts owed for your order (including costs and taxes).

However, as from receipt of the goods, their risks are transferred to you. You should therefore ensure that these goods are kept properly.

#### **Article 10 – Security of transactions**

[www.greenbush.fr](http://www.greenbush.fr) has chosen C.I.C. bank as its partner, and its secured payment interface TPE Monetico. Upon payment, you will be automatically directed to C.I.C. bank's payment platform. You may then provide your bank details in complete safety, as the data is encrypted by the Secure Socket Layer system (SSL technology) and never transits in clear text over the network. [www.greenbush.fr](http://www.greenbush.fr) does not have access to your bank details at any time; the payment is made directly with the bank.



## **Article 11 – Delivery**

### **11.1 General terms:**

During the order process, we will indicate the possible delivery options and lead-times for the products purchased and the country of delivery chosen. This amount will be owed by you in addition to the price of the products purchased.

The delivery is sent to the address that you will have indicated on placing the order.

When the item ordered is available in stock, the delivery of the items may only take place after full collection of the payment of the order, at the delivery address indicated by the customer. The parcels are sent with the delivery form, to the delivery address indicated by the customer when placing the order.

The Company GREENBUSH reserves the possibility to break up deliveries within reasonable limits, so that you can obtain the products ordered as soon as possible. Your payment or credit card will be debited in the same way in order to correspond to the price of the products actually delivered.

Each separate delivery shall constitute a separate sales agreement. In the case of late delivery by the Company GREENBUSH of part of an order or in the case of an error regarding a separate order, no cancellation right of any other separate order will be granted to you.

The customer is not entitled to ask the Company GREENBUSH to make several deliveries of the items ordered.

All orders validated are dispatched on the following working day. In the case of unusual delay, an email will be sent to you. During the sales or promotional periods, orders are dispatched within 2 to 12 days.

The lead-times indicated are estimates given by our carriage service providers, in business days.

The company GREENBUSH reserves the right to refuse to deliver items ordered to “PO boxes” or general mailbox delivery, or to collective addresses, such as for example, offices, healthcare establishments, residential establishments, or student residencies. In any event, in such a case, the customer acknowledges that the Company GREENBUSH’s obligation for delivering the order is limited to the actual delivery to the collective address indicated by the customer on his/her order form, even if the parcel is not collected by the customer but by a third party.

In order to improve the delivery and follow-up of your orders, you should provide your **mobile telephone number** in your account when registering on our Website.

A delivery lead-time will be provided to you before confirming your order, depending on the choice of carrier. The delivery lead-times applicable are those indicated when confirming your order. They begin as soon as your order is dispatched.

Delivery problems: Any lack of delivery or late delivery by more than eight (8) business days must be notified to our Customer Services department as soon as possible. Any claim made after a period of thirty (30) calendar days after the date of confirmation of your order may not be taken into consideration.

The Company GREENBUSH insures each item until its delivery, on which the liability of the items purchased is transferred to you. If you have appointed a person other than you as recipient of the item (for a present, for example), you agree that the proof of a signature by this other recipient (or by a person present at their address) constitutes the proof of the delivery and performance of the order by the Company GREENBUSH and the transfer of liability.

### **11.2 – Conditions for delivering parcels abroad**

For all countries to which a delivery may be made, with the exception of metropolitan France and Corsica, the deliveries are ensured exclusively by the carrier DPD.

### 11.3 - Conditions for delivering parcels in metropolitan France

Parcels for deliveries in metropolitan France and Corsica are handled by LA POSTE.

### 11.4 General delivery and receipt terms

The parcels are handed as per order to the carriers who are responsible for their delivery. In the case of lack of compliance upon delivery (envelopes or boxes showing visible signs of opening and/or damage), you must indicate all reservations on the delivery form or refuse the good. In the case of failure to respect these terms, GREENBUSH.FR's liability may not be incurred. In this case, your order may not be either delivered again or reimbursed.

The parcels leave the GREENBUSH warehouses in perfect condition and must be delivered to you in the same condition. If no reservation has been indicated, we will not be able to take into consideration any possible disappearances or give a positive response to any claim for compensation.

Despite all the care provided by GREENBUSH in preparing the parcels, it is however possible that a product is missing. Similarly, after carriage of the parcel, one of the products may be faulty. This is why, upon receipt of the order, the customer must check the compliance of the products received. Any abnormality regarding the delivery (product missing or faulty, damaged parcel) must be notified on the actual day of the receipt or at the latest on the first business day following the receipt, to the customer services department of GREENBUSH, by sending us a letter to the following address: FMS - GREENBUSH by registered letter (sent to FMS - GREENBUSH – ZAE ATLANTISUD – 478, rue du Pays de Gosse – 40230 SAINT GEOURS DE MAREMNE, France), the date of the postmark being taken as evidence. Any claim made after this period may not be considered and GREENBUSH will decline any liability in this respect; GREENBUSH reserves the right to ask the customer to send back the faulty product. If the above-mentioned conditions are met, GREENBUSH will then issue a credit-note, with a view to reimbursing the faulty Product(s) or will send out the missing product (subject to the validity of the Purchaser's claim).

GREENBUSH declines all liability in the case of slow delivery lead-times due to the postal services or means of transport, and in the case of loss of products ordered or strike.

### 11.5 Periods during which our customer services and dispatch departments are closed – Force majeure events :

- 1<sup>st</sup> January – New Year's Day
- Easter Monday
- 1<sup>st</sup> May – Labor Day
- 8<sup>th</sup> May – 1945 Victory Day
- Ascension Thursday
- Whit Monday
- 14<sup>th</sup> July – French National Holiday
- 15<sup>th</sup> August - Assumption
- 1<sup>st</sup> November – All Saints' Day
- 11<sup>th</sup> November – Remembrance Day
- 25<sup>th</sup> December – Christmas Day

In the case of force majeure or exceptional events (natural disaster, epidemics, strikes, lock-out, etc.) delaying or preventing the delivery of the goods, GREENBUSH is relieved of any liability. In any event, the delivery within the lead-times may only take place if you are up to date with your obligations as regards GREENBUSH.

### **Article 12 – Right of withdrawal**

The Customer benefits from a right of withdrawal from his/her purchase during a period of 30 clear days as from receipt of the Items. When this period expires on a Saturday, Sunday or

public holiday, it is extended until the next working day. The Customer does not have to give grounds for his/her withdrawal.

In order to use the right of withdrawal, you should notify your decision to us to withdraw from this contract by using an unambiguous declaration (e.g., letter sent by post, fax or email).

You can use the model withdrawal form, but this is not compulsory.

In order for the withdrawal period to be respected, you should send your declaration regarding the use of the right of withdrawal before expiry of the withdrawal period.

You may also complete and send the model withdrawal form or any other unambiguous declaration via our website [insert website address]. If you choose to use this option, we will immediately confirm receipt of the withdrawal via a lasting medium (e.g. email).

As part of the right of withdrawal, you may return the product(s) purchased and request an exchange or reimbursement without having to pay any penalties.

However, you remain exclusively liable for the costs of returning the goods completely.

The Customer acknowledges that the proof of his/her withdrawal may be established by the computer records of the Company GREENBUSH or its service provider. Once the right of withdrawal has been notified in accordance with the conditions above, the reimbursement to the Customer of all or part of his/her order is subject to the physical return by the Customer to the Company GREENBUSH of the elements involved in his/her order.

The reimbursement of the amounts paid by the Customer, including the delivery costs, shall take place by re-crediting the bank card used for paying the order, at the latest within 14 (fourteen) days following receipt by the Company GREENBUSH of the Items returned as part of the right of withdrawal.

The Items must be returned to the company FMS-GREENBUSH, at the following address: ZAE ATLANTISUD – 478, rue du Pays de Gosse – 40230 SAINT GEOURS DE MAREMNE (France), as soon as possible and within 14 (fourteen) days at the latest following notification of his/her decision to withdraw.

Any failure by the Customer to return the items within the period indicated above shall make the Customer's withdrawal null and void, and the sale will then be deemed as complete, the price remaining acquired by the Company GREENBUSH and the product thus remaining the Customer's property.

Before returning any Items to GREENBUSH, you must obtain a "*Returns form*" by contacting the Customer Services department. The "*Returns form*" will be sent to you at your email address in pdf format to be printed off. The procedure to be followed for returning the Item(s) is indicated (carrier to contact....) in this Returns form. The Customer must respect this procedure.

The costs of returning the items will be borne exclusively by you.

The Items should be returned within a period of 14 days as from the date on which the customer informs GREENBUSH of his/her decision to withdraw. Any return made after this period shall not be taken into consideration. The "*Returns form*" must be enclosed with the items returned. The items are returned at the Customer's risk to the address indicated on the "*Returns form*".

All returns must include a copy of the invoice.

The items must be returned complete, carefully wrapped, in the initial packaging and with all documents, elements and accessories placed in the initial packaging, in particular the plastic pouch and label.

The customer may choose the method of sending back the product and whether or not to take out insurance for loss, theft or destruction of his/her parcel. The Company GREENBUSH does not bear any of these costs or the carriage costs and may not be held liable for the lack of receipt of the customer's parcel. Generally speaking, all costs and risks related to returning the product are borne by the sender.

In the case of withdrawal by you from this contract, we will reimburse all payments received from you, including delivery costs (with the exception of additional costs as a result of your choice, where appropriate, for a delivery method other than the cheaper standard delivery offered by us) without excessive delay, and in any event, fourteen days at the latest as from the date on which we receive notification of your decision to withdraw from this contract. This reimbursement shall be made by using the same payment means as those used for the initial transaction, unless you specifically agree on a different method; in any event, this reimbursement shall not entail any costs for you.

Items returned to GREENBUSH that do not respect these conditions will be refused and shall remain at the Customer's disposal.

### **Article 13 – No returns of items purchased in a shop**

Items purchased in a shop may not currently be returned by post or by any means whatsoever to our online shop.

### **Article 14 - Compliance – Warranty**

The customer must ensure, upon receipt, that the items delivered to him/her actually correspond to those ordered.

Exchange and reimbursement for not-per-order cases: The customer should inform the company GREENBUSH within a maximum period of seven days by email at the [contact@greenbush.fr](mailto:contact@greenbush.fr) address of any lack of compliance in the performance of the order placed. After consent from the Company, the customer should return the items in question in their initial packaging, in perfect condition, complete (label, accessories, notice, warranty...) and accompanied by a copy of the invoice, sent to FMS-GREENBUSH, at the following address: ZAE ATLANTISUD – 478, rue du Pays de Gosse – 40230 SAINT GEOURS DE MAREMNE (France). The customer is responsible for keeping all proof of the return, which implies that the items are returned by registered post or by any other means enabling to give a definite date of sending. The company GREENBUSH will exchange the faulty item(s) for identical product(s) to that (those) ordered, subject to stock availability, or product(s) of equivalent quality and price, subject to stock availability, or shall reimburse the customer depending on the latter's choice. Where it is not possible to exchange the returned item(s), the reimbursement of the price invoiced for the not-per-order items returned shall be made by re-crediting the bank card used for paying the order, within 30 (thirty) days at the latest following receipt by the Company GREENBUSH of the returned item.

The costs of returning the product ordered and delivered to the Customer shall be borne by the Company GREENBUSH for a faulty product or an error in processing the order.

We draw your attention in particular to the fact that the warranty does not cover the normal wear and tear of a product or failure to respect the maintenance instructions of the items.

### **Article 15 – Scope of these terms**

If one or several of these general terms are deemed as null and void or declared as such in accordance with a law, regulation or further to a final ruling from a relevant court, the other terms shall maintain their full scope and authority.

### **Article 16 - Disputes – Applicable law and jurisdiction**

You are responsible for checking and respecting all local and international laws, rules and regulations (including minimum age requirements) related to using our website.

These General Terms of Sale are written in French and in English. Should they be translated into one or several other languages, only the French or English text shall prevail in the case of a dispute.

Any dispute caused by an order regarding for example the performance, interpretation, validity or its cancellation shall be ruled on its merits by French law (regarding both form and

content), with the exclusion of the terms of the Vienna Convention of 11<sup>th</sup> April 1980 on the international sale of goods.

These General Terms of Sale are governed and interpreted in accordance with French law, in accordance with the EC regulation 593/2008 of 17<sup>th</sup> June 2008. These General Terms of Sale do not prevent the Company GREENBUSH from respecting a mandatory rule existing in the regulations of the European Union country from which the customer has ordered a product, subject to the latter also residing there. In the case of a dispute, in accordance with the terms of regulation no. 44/2001 of 22<sup>nd</sup> December 2000:

- You may either refer your case to the court in the place in which you reside, or to the French courts,
- the company GREENBUSH may refer its case to the court in the place in which you reside.

#### COMMENTS

Your comments are welcome. You may send us any remark or comment via our web form.

#### **Article 17 – Information on legal guarantee**

You benefit from the legal guarantee of conformity in accordance of Articles L.217-4 and following of the Consumer Code and the guarantee against hidden defects in accordance with Article 1641 of the Civil Code.

When acting legal guarantee of conformity,

- you have a period of two years from delivery of the product to act;
- you can choose between repair or replacement, subject to the conditions of cost under Article L.217-9 of the Consumer Code;
- for any product purchased until March 17, 2016 at 23:59:59, you are exonerated to prove the existence of the lack of conformity of the good during the six (6) months following the delivery of the good ;
- for any product purchased from March 18, 2016 at midnight, you are exonerated to prove the existence of the lack of conformity of the good during the twenty-four (24) months following the delivery of the good.

The legal guarantee of conformity is applicable regardless of the possibly granted commercial guarantee.

You may decide to implement the guarantee against hidden defects in accordance of Article 1641 of the Civil Code. In this case, you can choose the resolution of the sale or reduction of the sale price (Article 1644 of the Civil Code).

#### **Article 18 – Limitations of liability**

Considering in particular that the access to the system is free of charge, excluding the cost of the price of the connection and that of the equipment required for it, as specifically acknowledged by the Customer, GREENBUSH 's liability in relation to the Customer is, as specifically agreed, subject to the following limits and conditions without which GREENBUSH would not have agreed to these terms:

- The company GREENBUSH provides its Customers with access to its website, free of charge.
- The company GREENBUSH does not guarantee the accuracy, level of updating or completeness of the information on this Website, which may contain technical inaccuracies or errors. The company GREENBUSH may not under any circumstances be held liable regarding the update of this website and the guarantee

of accuracy and completeness of the information that may be indicated on it. Consequently, the Customer must check the accuracy and completeness of all of the information indicated before taking any decision related to the services, products or other subjects described on the website.

- The company GREENBUSH is not bound in any way whatsoever to an obligation of results regarding the accuracy of its information and data shown on the website.
- The company GREENBUSH may make changes to the products and services provided on its website or to the prices applicable to these products and services at any time and without notice. The information published on the website of the company GREENBUSH regarding the products and services may be obsolete, and the company GREENBUSH does not at all undertake to update the information published on its website regarding these products and services.
- THE COMPANY GREENBUSH DOES NOT GUARANTEE THAT THE WEBSITE OR ITS CONTENT OR THE SERVICES AND FUNCTIONS PROVIDED ON THE WEBSITE WILL BE EXEMPT FROM ERRORS OR ACCESSIBLE ON A PERMANENT BASIS, THAT ANY FAULTS WILL BE CORRECTED, OR THAT THE USE OF THE WEBSITE WILL PRODUCE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL OF THE INFORMATION PROVIDED ON THE WEBSITE MAY BE ALTERED WITHOUT NOTICE. THE COMPANY GREENBUSH MAY NOT GUARANTEE THAT THE FILES AND DATA OF THE WEBSITE WILL BE EXEMPT FROM VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. THE COMPANY GREENBUSH MAY NOT BE BOUND TO ANY EXPLICIT OR IMPLICIT GUARANTEE, IN PARTICULAR REGARDING ACCURACY, MARKETABILITY OR ADAPTATION FOR A PARTICULAR USE. THE COMPANY GREENBUSH MAY NOT BE BOUND TO ANY GUARANTEE IN RELATION TO THE DEEDS, OMISSIONS OR BEHAVIOUR OF THIRD PARTIES RELATED TO OR IN CONNECTION TO THE USE BY THE CUSTOMER OF THE WEBSITE AND/OR THE SERVICES PROVIDED BY THE COMPANY GREENBUSH. THE CUSTOMER TAKES ON FULL RESPONSIBILITY FOR THE USE THAT HE/SHE MAKES OF THE WEBSITE.

The company GREENBUSH only undertakes to respect an obligation of means, for all of the stages of accessing the website, the order process, the delivery and the after-sales services; its liability may not be incurred for any inconvenience or damage related to using the internet network, in particular a break in service or faulty connection by the Customer to the Website, unauthorised access or the presence of computer viruses, or any other event qualified as a force majeure event, in accordance with the law and case-law.

The Customer acknowledges that the services provided by the company GREENBUSH via its website may be temporarily stopped in particular for maintenance or updating operations. The Customer is therefore responsible for protecting himself/herself from these interruptions.

The company GREENBUSH reserves the possibility of suspending the services provided via its website for technical or maintenance operations without the Customer being able to claim the existence of a prejudice and/or claim the payment of penalties and/or damages.

The parties specifically agree that the company GREENBUSH may, if it deems fit, temporarily suspend the supply of the services related to its website without the Customer being able to claim the existence of a prejudice and/or claim the payment of penalties and/or damages, in particular but not only in the following cases:

- force majeure event or decision from the public authorities;
- abnormal or fraudulent use of one or some Services by the Customer or by third parties;
- bugs and/or abnormalities preventing the website from working properly;
- maintenance operation(s);
- use of the Service constituting a danger for maintaining the security or stability of all of the Services of the company GREENBUSH;

- misappropriation of all or part of the identifiers and more generally of any information or data, whether sensitive, confidential or not;
- unauthorised or fraudulent access of a third party in the system;
- illegal extraction of data.

THE COMPANY GREENBUSH WILL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGE RESULTING FROM THE USE OF THIS WEBSITE OR OTHER WEBSITES OR RESOURCES RELATED TO IT OR ACCESSIBLE FROM OR VIA THIS WEBSITE OR FOR THE USE, DOWNLOADING OR ACCESS TO THE ELEMENTS, INFORMATION, PRODUCTS OR SERVICES, IN PARTICULAR ANY FINANCIAL PREJUDICE, LOSS OF PROGRAMS OR DATA IN YOUR COMPUTER OR OTHER SYSTEM. THIS EXEMPTION AND DISCLAIMER OF LIABILITY APPLIES TO ALL GROUNDS FOR ACTION, WHETHER BASED ON AN AGREEMENT, WARRANTY, OFFENCE OR ANY OTHER LEGAL THEORY.

## **PRIVACY POLICY**

If you decide to use the [www.greenbush.fr](http://www.greenbush.fr) website, you agree that GREENBUSH may collect, use and disclose information about you, including personal and financial information, in accordance with the terms defined in this Confidentiality Policy. If you do not accept the terms of this Confidentiality Policy or any amendment made to these terms, we would ask that you leave the [www.greenbush.fr](http://www.greenbush.fr) website and do not purchase any GREENBUSH product offered for sale on this website.

You may use the [www.greenbush.fr](http://www.greenbush.fr) website without providing personal information to GREENBUSH. You will however need to provide certain information, including in particular:

- your name, address, telephone number and email address if you wish in particular to receive information from GREENBUSH,
- and some financial information (such as the number of your bank card or credit card) if you decide to purchase products offered on the [www.greenbush.fr](http://www.greenbush.fr) website, for the payment of the products ordered and the processing of your order.

The information provided on the [www.greenbush.fr](http://www.greenbush.fr) website will be stored on the server of the company OVH, Simplified Equity Company with capital of 10.069.020 €, Register of Commerce and Company Lille Métropole 424 761 419 00045 – Tel (00) 33 08 203 203 63.

Your personal information will be kept for 10 years.

The company GREENBUSH may disclose the information that it holds about the Customer (including the latter's identity) if such disclosure is necessary and related to an investigation or complaint concerning the use by the Customer of the website, or for identifying, contacting or taking legal action against a person suspected of causing a prejudice or interfering, whether accidentally or not, with the rights or ownership of the company GREENBUSH, or with the rights or ownership of users of the website.

The company GREENBUSH reserves the right, at any time, to disclose all information deemed necessary for complying with the law, regulations or a court request, in particular in relation to an exchange of information with other companies and organisations in order to fight fraud.

As the company GREENBUSH does not control the confidentiality policies or methods of third parties to which it provides information on the users of the [www.greenbush.fr](http://www.greenbush.fr) website,

this Confidentiality Policy does not cover the use or disclosure of this information by these third parties.

## **COOKIES AND OTHER TECHNOLOGIES**

Cookies are small text files stored on the hard drive of a visitor to a website and which are used (in particular) to record information on the visitor or even on his/her browsing on the website. No personally identifiable information is recorded in a cookie or transferred to a third party.

The website of the company GREENBUSH may use cookies and other [technologies](#), such as web tags or pixel tags. These technologies enable the company GREENBUSH to have a better understanding of the Customers' behaviours and indicate which parts of the website are visited most often. The company GREENBUSH processes the data collected by the cookies and other technologies as data that is not personal.

## **COLLECTION AND USE OF DATA OTHER THAN PERSONAL DATA**

The company GREENBUSH collects data about the Customer that is not personal data (data which does not enable us to make a direct link with any person in particular). The company GREENBUSH is authorised to collect, use, transfer and disclose such data for any purpose whatsoever. Examples of non-personal data that the company GREENBUSH collects and the way in which it may use such data are provided hereafter:

- The company GREENBUSH may collect information such as the postcode, area code, country, location and time zone in which a product or service is used in order to give us a better understanding of Customers' behaviour and to improve the products, services and advertisements of the company GREENBUSH.
- The company GREENBUSH may also collect information on the activities of the Customers through the website. This data is collected and used to help the company GREENBUSH to provide more useful information to the Customers and to understand which parts of the website, products and services are the most popular.

## **PERSONAL DATA**

The company GREENBUSH undertakes to protect the Customer's personal data and privacy.

All data communicated to the company GREENBUSH is meant exclusively for the company GREENBUSH.

The Customer also has a right to access and rectify the data about him/her; such right may be used by sending a letter to the following address: GREENBUSH, 14, rue des Bruyères – 40530 LABENNE, FRANCE, or [contact@greenbush.fr](mailto:contact@greenbush.fr)

You may ask the company GREENBUSH to correct, update or delete information that you have provided and for which you have authorised the archiving in the customer database of [www.greenbush.fr](http://www.greenbush.fr), by contacting our Customer Services department. Where appropriate, you should ensure that you provide GREENBUSH with updates or changes in the information about you, in particular the information regarding your postal and/or email address in order to enable us to send out your orders to the correct address and to contact you about them when necessary. GREENBUSH may also keep, for archiving purposes, copies of correspondence with users of the [www.greenbush.fr](http://www.greenbush.fr) website and any reply to questions or comments sent to the users by our Customer Services department.

If you do not wish to receive this information, you can choose at any time to no longer receive further correspondence by contacting our Customer Services department by email

Depending on the choices made when creating or consulting the Customer's account, the latter may receive offers from the company GREENBUSH. If the Customer no longer wishes



to receive these offers, he/she may request this from the company GREENBUSH via his/her Customer zone or by writing to the address above.

The automated processing of information, in particular the management of the users' email addresses, has been indicated in a declaration sent to the *CNIL* (French Data Protection Agency) under the number: 1786082v0.

It is reminded that the Company GREENBUSH collects personal data upon placing your order. This data is required for processing the order and may be communicated in whole or in part to the contractual partners of the Company GREENBUSH working strictly in relation to performing the order.

The company GREENBUSH has set up security measures in order to protect the personal information that you supply from unauthorised use and access. All of the financial information that you provide on the [www.greenbush.fr](http://www.greenbush.fr) website is stored in the secured website of the financial institution chosen by GREENBUSH. The transactions made over the [www.greenbush.fr](http://www.greenbush.fr) website are protected by an SSL encryption process. Please be aware, however, that no transmission of data over the Internet is 100%-secure and that all information communicated online may potentially be intercepted and used by persons other than the chosen addressee.

For any questions regarding the Confidentiality Policy and the methods of GREENBUSH in terms of protecting personal data, please do not hesitate to contact our Customer Services department.

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