



# TEQOYA's General Terms and Conditions of Sale

## Applicable to purchases of TEQOYA products

### from 08 February 2021

Only the French original of these General Terms and Conditions of Teqoya SAS is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions, you automatically accept the French original.

The English version of the GTC below has been translated by an on-line machine translation powered by Google Translation. The French version is available upon request. You can also download it on <https://www.teqoya.fr/config/links/fr/conditionsgeneralesdevente.pdf>.

#### 1. Corporate Identity

TEQOYA is a Simplified Joint Stock Company with a capital of €77,050.

registered with the Bordeaux RCS under the number 808 694 772

Intra Community VAT number FR 62 808 694 772

Headquarters: Teqoya 7 route de Préchac - 33730 Villandraut, France,

Correspondence: Teqoya - 19 rue Chapon - 75003 Paris, France

E-mails: [contact@teqoya.com](mailto:contact@teqoya.com) / Tel: +33 (0)1 43 70 52 93

## 2. Definitions

GTC	shall designate the General Terms and Conditions set out herein, which govern the sales of TEQOYA® Products.
Customer (or Buyer)	means any end user customer placing an Order for Products.
Order(s)	means any Product order placed by a Customer
Teqoya Products	refers to the products TEQOYA 200, TEQOYA 450, and TEQOYA NOMAD
Third Party Products	means products manufactured by third parties and sold by Teqoya
Products	together means Teqoya Products and Third Party Products
After-sales service	refers to TEQOYA's after-sales service. contact@teqoya.com/Tel: +33 (0) 1 43 70 52 93
TEQOYA Website	designates the TEQOYA website <a href="http://www.teqoya.com">www.teqoya.com</a>

## 3. Object

These General Terms and Conditions of Sale (GTC) apply to any purchase by a Customer of Products.

All Product Orders shall be deemed to constitute full and complete acceptance of these GCS by the Buyer, who declares that he has read and fully accepted them before placing his Order.

TEQOYA reserves the right to modify these GCS at any time.

## 4. Contract Formation and Orders

### 4.1 Price

The "catalogue rate" price(s) of the Product(s) available on the TEQOYA Site, indicated in euros including all taxes, are the prices in force at the time of registration of the Buyer's Order.

Depending on the destination, prices may or may not include delivery charges, which may be invoiced in addition and the amount of which depends on the destination of the Order. The amount of the delivery costs are indicated before the registration of the Purchaser's Order.

Value Added Tax ("VAT") is charged in accordance with the local legislation in force in each country. The final price includes the VAT rate corresponding to the country of destination of the Order.

Any change in the applicable rate shall be automatically applied by TEQOYA to the Order.

The prices of the Products may be modified by TEQOYA at any time. The Buyer shall be informed of any modification before confirmation of his Order.

The invoice corresponding to the Products shall be attached to the e-mail confirming the Order which the Buyer accepts. A paper invoice may be sent on request by the Client.

#### 4.2 Product Selection – Preliminary Information

Before placing an Order, the Purchaser must read the characteristics and instructions for use of the Product(s) he wishes to order:

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_200\\_450.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_NOMAD.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_LASEREGG.pdf](https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf)

Its information is available on the TEQOYA website or can be requested at any time from: [contact@teqoya.com](mailto:contact@teqoya.com) / Tél : +33 (0)1 43 70 52 93

The TEQOYA team is also available to provide any additional information that the Buyer deems necessary ([contact@teqoya.com](mailto:contact@teqoya.com) / Tél : +33 (0)1 43 70 52 93) before placing an Order.

In addition, the Purchaser, being the only one who knows the household products he owns and uses as well as the characteristics of the places in which he wishes to install the Products, is the sole judge of the compatibility of the Products ordered with those he uses and the places in which he installs them. It is up to the Buyer, if he considers that he does not have the necessary competence to make such a judgement, to ask for help from [contact@teqoya.com](mailto:contact@teqoya.com) / Tél : +33 (0)1 43 70 52 93 before placing his Order.

The Buyer, having familiarised himself with the Products, their characteristics and their instructions for use, and having obtained any additional information he deems necessary from the TEQOYA teams, has, under his sole responsibility and according to his needs, decided to choose the Product(s) covered by his Order.

#### 4.3 Order

By placing an Order, you accept, without restriction or reservation, these Terms and Conditions of Sale in full and without reservation.

The Buyer declares and guarantees :

to be an end user and not to purchase the Product(s) for resale;

to be legally authorised to enter into a commitment under these GCS;

if the Buyer is ordering on behalf of a company, to be authorised to enter into commercial contracts on behalf of that company;

The Buyer guarantees that the information communicated to TEQOYA as part of his Order is true, accurate and complete.

From the moment the Buyer has registered his/her Order by clicking on the "Validate your Order" icon, he/she is considered to have made an informed decision and to have accepted without reserve these GCS, the prices, volumes and quantities of Products available for sale and ordered; the Order becomes firm and irrevocable.

Except in the event of cancellation of the Order by TEQOYA in accordance with article 4.4, the Buyer shall receive an Order confirmation by e-mail from TEQOYA.

The Buyer's Order shall be confirmed by TEQOYA by e-mail after confirmation of registration of payment of the full amount of the Order.

The sale shall not be considered final until the Buyer has received confirmation of the Order from TEQOYA, TEQOYA recommends the Buyer to keep a copy of this information on a paper or electronic document.

Special case: If the Buyer is a company, the person acting in the name and on behalf of the company declares that the VAT registration number, as well as any other information it provides, is true, accurate and up to date.

He will immediately inform TEQOYA in case of any change concerning this information. TEQOYA reserves the right to charge the Buyer any applicable VAT not invoiced if the VAT identification number indicated proves to be invalid, not in accordance with the company details, or if the tax authorities deem that this number is not linked to the account holder. Once the Order has been placed, a VAT invoice will be sent to the e-mail address indicated at the time of the Order. This invoice must be used for all VAT refund and communication purposes. TEQOYA's VAT registration number is included in the invoice.

#### 4.4 Order Cancellation by TEQOYA

- TEQOYA reserves the right to cancel an Order and reimburse the amounts paid in the following cases:
- the Customer does not meet the conditions required for the sale;
- TEQOYA is unable to obtain authorisation for payment;
- the Client requests a shipment to a country to which TEQOYA cannot deliver;
- the Products presented on the TEQOYA Site contain an obvious error, such as an erroneous price or other inaccurate descriptive element;
- any other special circumstance justifying a cancellation of the Order, and in particular the misuse of a discount code and/or suspicion of fraud.

In addition, TEQOYA reserves the right to suspend or cancel any Order and/or delivery, whatever its nature or state of execution, in the event of non-payment of any sum due by the Buyer or irregularity of payment.

## 5. Payment

Payment must be made at the time the Order is placed by the Purchaser.

When the Purchaser clicks on "Validate your order", the Order becomes firm, definitive and irrevocable. This means that the Purchaser will have to pay the purchase price.

The Purchaser may pay for his/her Order via the online credit card payment system, by Paypal, by direct transfer or by the 3 times online payment system (the 3 payments being irrevocably recorded on the dates defined).

At no time can the sums paid be considered as a deposit or advance payment. TEQOYA shall collect the total amount of the Order when the Order is confirmed.

The Buyer guarantees TEQOYA that he has the necessary authorisations for the payment of his Order.

Penalties in an amount equal to the legal interest rate shall automatically apply to any amount remaining unpaid ten days after the due date of the invoice or upon notification of rejection of bank payment for any other means of payment. Delivery of the Order and any other new Order shall be suspended in the event of late payment of a previous Order.

As part of the fight against fraud on the Internet, information relating to your Order may be transferred to third parties for verification.

## 6. Product Loans

Some of our offers provide for the loan of Products (e.g. Kaiterra Sensor) for a period defined at the time of the Order. A bank imprint is then requested from the Customer when placing the Order as a pre-authorisation.

At the end of the loan period, the After-Sales Service Department will send the Customer a return form valid for 7 days, with which the Customer must return the loaned Products in good condition, in their original packaging, whole and accompanied by all their accessories.

If the Products are not returned under these conditions, the loaned Products will be invoiced to the Customer and the bank pre-authorisation will be debited.

## 7. Delivery and reception

### 7.1 General rules

The Products are delivered to the address indicated by the Buyer when placing the Order.

The countries of destination served by TEQOYA are listed when the Order is placed.

In order to ensure a quality service, TEQOYA selects an appropriate delivery service according to the delivery address indicated by the Customer. For deliveries in France, TEQOYA uses La Poste's Colissimo Suivi service or any other delivery service it may substitute.

### 7.2 Reception of Orders

The Buyer or the person for whom the goods are intended must sign an acknowledgement of receipt.

The Buyer, or the person for whom the goods are intended, is obliged to check the condition of the packaging and its contents at the time of delivery, in the presence of the postman or delivery person.

In case of doubt about the condition or contents of the package, he is obliged to :

- follow the carrier's procedures (in particular, to report any damage, claims and reservations) and to refuse to accept the goods by making a declaration to the delivery man, establishing that the products are not in good condition.
- to inform by registered letter with acknowledgement of receipt, by simple hidden letter from the post office as proof of delivery or by email [contact@teqoya.com](mailto:contact@teqoya.com) of any irregularities within seven days of delivery.

Failing this, no claim may be made against TEQOYA.

### 7.3 Delivery times

Delivery times from TEQOYA's warehouse are purely indicative and are understood to be from the date of registration of the Order and, in any event, subject to TEQOYA's full payment of the full amount of the purchase. Indicative lead times :

- 48 hours, i.e. 2 working days: to Metropolitan France, Monaco.
- 5 to 7 days: Overseas destinations
- 4 to 8 days: international destinations

In any event, no damage may be claimed, no sum may be withheld and no Order may be cancelled in the event of a delay in delivery of less than 30 days.

- In the event of a delay in relation to the initial delivery date, the Buyer shall notify TEQOYA in writing (mail or e-mail [contact@teqoya.com](mailto:contact@teqoya.com)) in order to enable TEQOYA to improve the quality of its service and to conduct an investigation with the carrier.
  - Any investigation relating to the carrier may take up to 30 working days. If, during this period, the Products are found, they will be immediately transferred to the delivery place indicated on the order form.
  - On the other hand, if the Products ordered are not found after this 30-day investigation, TEQOYA shall, at its own expense, return the Products ordered to the Buyer.
  - In the event that the Product is no longer available, the Buyer shall have the option to return the Product(s) to TEQOYA:
    - Either to cancel the Order; the amount paid by the Buyer will then be returned to him/her within a period of time; or to cancel the Order.
    - of 30 days maximum, all other compensation being excluded.
    - or to transfer his choice to another equivalent Product in accordance with the provisions of Article 8.
8. Right of withdrawal and returns

In accordance with Article L221-18 of the French Consumer Code, the Buyer has fourteen clear days from the date of receipt of the Products ordered to retract and return the Products at his or her expense for reimbursement.

In the context of its "Satisfied or Refunded 30 Days" policy, this period is extended to 30 days.

The Customer must state his wish to return the Product(s) by means of an unequivocal declaration by registered letter with acknowledgement of receipt or by email [contact@teqoya.com](mailto:contact@teqoya.com).

The Customer may make his request for withdrawal using the model withdrawal form reproduced below:

*\*For the attention of TEQOYA - SAV - 19 rue Chapon 75003 Paris :*

*I hereby notify you of my withdrawal from my next order:*

*Name / First name :*

*Date of order :*

*Order reference number :*

*Product(s) :*

*Date of reception :*

*Delivery address :*

*Reason for refund (optional) :*

*Signature (if notification of this form on paper) :*

*Date: \* Date of delivery: \* Date of delivery: \* Date of delivery: \* Date of delivery: \* Date of delivery*

The Customer must send TEQOYA its notification relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

The return is at the expense and risk of the Customer and must be made within fourteen days following the communication of his decision to withdraw.

The Products must imperatively be returned to TEQOYA - 7 route de Préchac 33730 Villandraut in perfect working order, in their original condition (packaging, accessories, instructions, etc.), duly sealed.

Any Product that is incomplete or damaged, or whose packaging has been damaged cannot be reimbursed or exchanged.

The exercise of the right of withdrawal and return shall give rise to a refund on the method of payment (failing this, by bank transfer) used for the initial Order from the date of receipt of the Products duly returned in accordance with this article.

## 9. Unavailability of the product

In the event of unavailability of the Product ordered, TEQOYA shall inform the Buyer as soon as possible.

In the event that TEQOYA is unable to supply a Product of equivalent quality and price, the Buyer shall be reimbursed within a maximum period of thirty days following receipt of payment for the Order.

## 10. Retention of title

TEQOYA retains full and complete ownership of the Products sold until full payment has been received, including principal, costs and taxes.

## 11. After Sales Service / Warranties

### 11.1 After-sales service

TEQOYA's After-Sales Service is available for any question concerning your Products and Orders.

- at +33 (0)1.43.70.52.93 from Monday to Friday from 9am to 6pm or
- by email [contact@teqoya.com](mailto:contact@teqoya.com), or
- by post: Teqoya - SAV - 19 rue Chapon 75003 Paris

### 11.2 Legal guarantees

Any defects in the conformity of the Products shall be guaranteed by TEQOYA under the conditions (i) of Article L. 217-4 et seq. of the French Consumer Code and (ii) hidden defects in the item sold under the conditions provided for in Articles 1641 et seq. of the French Civil Code.

(i) Within the framework of the implementation of the legal guarantee of conformity, the Customer :

- has a period of two years from the delivery of the Product to take action;
- may choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code ;
- is exempt from having to provide proof of the existence of the Product's lack of conformity during the six months following delivery of the Product; TEQOYA may rebut this presumption if it is not compatible with the nature of the Product or the lack of conformity.

This legal guarantee of conformity shall apply independently of the commercial guarantee that may be granted by TEQOYA.

In case of implementation of the guarantee of conformity, TEQOYA shall bear the costs of returning the Product. Products are returned to TEQOYA under the responsibility of the Client who shall ensure that they are properly packaged.

If the repair of the Product is impossible, TEQOYA shall offer a replacement Product to the Customer.

The delivery of the repaired or replaced Product shall be taken care of by TEQOYA under its responsibility.

(Nb: given the disproportionate costs involved, Third Party Products are not repaired but replaced).

#### Compulsory reproduction of Articles L.217-4, L.217-5, L.217-12, L.217-16 of the Consumer Code

##### *Article L.217-4*

*The seller shall deliver goods in conformity with the contract and shall be liable for any lack of conformity existing at the time of delivery.*

*He shall also be liable for defects of conformity resulting from packaging, assembly instructions or installation when this was made under his responsibility by the contract or was carried out under his responsibility.*

##### *Article L.217-5*

*The property is in conformity with the contract:*

*1° If it is fit for the use usually expected of a similar good and, where applicable :*

*- if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;*

*- if it has the qualities that a buyer may legitimately expect in the light of public statements made by the seller, the producer or his representative, in particular in advertising or labelling;*

*2° Or if it has the characteristics defined by mutual agreement between the parties or if it is suitable for any special use sought by the buyer, brought to the seller's knowledge and accepted by the latter.*

##### *Article L.217-12*



*The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods.*

*Article L.217-16*

*When the buyer asks the seller, during the course of the commercial guarantee granted to him at the time of the acquisition or repair of a movable property, to carry out a repair covered by the guarantee, any period of immobilisation of at least seven days shall be added to the remaining duration of the guarantee.*

*This period starts from the date of the buyer's request for intervention or from the date the goods are made available for repair, if this availability is subsequent to the request for intervention.*

(ii) The Customer may also invoke the warranty against hidden defects of the item sold within the meaning of Article 1641 of the Civil Code. He may then choose between cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Compulsory reproduction of articles 1641 and 1648 first paragraph of the Civil Code

*Article 1641*

*The seller is bound by the guarantee on account of hidden defects of the item sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would only have paid a lower price for it, if he had known about them.*

*Article 1648 1st paragraph*

*The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.*

11.3 Commercial guarantee :

11.3.1 The commercial warranty offered by Teqoya covers the repair or replacement of your TEQOYA Product if it proves to be defective due to a defect in material or workmanship during :

- TEN (10) years for TEQOYA 200 and TEQOYA 450 Products
- FIVE (5) years for the TEQOYA NOMAD Product.

The warranty period is not extended in case of repair or replacement of the TEQOYA Product.

11.3.2 Third Party Products are sold, where applicable, under the manufacturer's commercial guarantee conditions.

11.3.3 Irrespective of the commercial guarantee, Teqoya remains bound by the legal guarantee of conformity mentioned in articles L. 217-4 to L. 217-12 and that relating to defects in the item sold, under the conditions set out in articles 1641 to 1648 and 2232 of the Civil Code.

#### 11.4 Implementation of guarantees

11.4.1 Product(s) not conforming to the Order (reference, colour) or damaged during transport:

The Buyer must send his complaint within 7 days of signing the acknowledgement of receipt of the Products in accordance with the procedure below.

11.4.2 Failure / Defect :

In the event that a proven manufacturing defect renders the Product unusable during the period covered by the legal or commercial guarantees, the Customer shall contact TEQOYA's after-sales service in accordance with the procedure below.

11.4.3 Procedure :

- Complaints must be sent :
- by registered letter to the following address Teqoya - SAV - 19 rue Chapon 75003 Paris, or
- by email [contact@teqoya.com](mailto:contact@teqoya.com), or
- by telephone on +33 (0)1 43 70 52 93 with confirmation by email [contact@teqoya.com](mailto:contact@teqoya.com).

They should include :

- the Buyer's contact details;
- the references of the Product;
- the reasons for the complaint.

The SAV TEQOYA will study the complaint and, if it is justified, will provide the Customer with a return slip sent by email.

The return slip is valid for seven working days from the moment it is communicated to the Buyer. Once this period has elapsed, the Buyer must renew his request in accordance with this procedure.

Any Product to be repaired, exchanged or refunded must be returned to TEQOYA in its original condition and packaging, be whole and accompanied by all its accessories. Failing this, TEQOYA shall not proceed to any exchange or refund of the Products ordered. The cost of returning the Products shall be borne by TEQOYA.

Upon receipt and provided that the defect is actually proven, TEQOYA undertakes to send the Client, at its expense, a Product in good working order, which may be a replacement Product. In the event that the Product is out of stock or impossible to repair, the Customer shall be offered a replacement Product or a refund of the initial Product.

In the event of failure to comply with the aforementioned procedure and failure to respect the specified deadlines, no claim may be made against TEQOYA.

11.4.4 Cover :



The warranty is limited to the Products and covers the functionalities for normal intended use specified in the User Guide.

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_200\\_450.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_NOMAD.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_LASEREGG.pdf](https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf)

It does not cover :

- failures and damages resulting from any abnormal, incorrect, non-compliant or unreasonable use of the Products;
- damage specifically mentioned in the Product documentation;
- failures and damage caused by external sources, in particular accidental damage, excess humidity, transport, lightning, excess electrical power, overvoltage.
- failures and their consequences resulting from the action of the Buyer, a repairer not authorised by TEQOYA or unauthorised modification, change or alteration of the Product in the absence of TEQOYA's control.

The warranty is also excluded if the label bearing the serial number of the Product has been removed or erased.

11.5 Availability of spare parts :

In accordance with article L 111-4 of the TEQOYA Consumer Code, TEQOYA indicates that the availability of spare parts for TEQOYA Products is 3 years (the appliance will either be repaired or replaced by an equivalent model if the spare parts are no longer available).

## 12. Responsibility

The Products offered by TEQOYA comply with current French legislation.

TEQOYA shall not be held liable for any failure to execute the Order in the event of stock shortage or unavailability of the Product, in the event of force majeure, disruption or total or partial strike, in particular of the postal services and means of transport and/or communication.

TEQOYA shall not be held liable for any direct or indirect damage resulting from the use of the Products in a manner that is not in accordance with the recommendations or for the risks described in the user manual.

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_200\\_450.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_TEQOYA\\_NOMAD.pdf](https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf)

[https://www.teqoya.fr/config/links/NOTICE\\_LASEREGG.pdf](https://www.teqoya.fr/config/links/NOTICE_LASEREGG.pdf)

### 13. Medical liability

The information available on the TEQOYA Site, the services offered relating to health, and any comments relating to health issues cannot be considered as medical opinions. It is up to the user to determine, if necessary, in consultation with a doctor, which products and services may be used.

### 14. Partial invalidity

If one of the provisions of these General Terms and Conditions of Sale is deemed invalid or declared as such in accordance with a law, regulation or following the final decision of a competent court, the other provisions will remain in force and effective.

### 15. Non-renonciation

The failure of TEQOYA to exercise in part or in full any of the rights resulting from the provisions of these GTC shall not constitute a waiver of the benefit of this right for the future or any other right resulting from these GTC.

### 16. Applicable law

The sale of the Products by TEQOYA is subject to the French laws relating to distance selling currently in force in France. In case of purchase for export, it is the responsibility of the Buyer to check that the Products comply with the rules in force in the country in question, in terms of taxes, standards or specific prohibitions.

In the case of a purchase by a company, any dispute relating to the interpretation or application of these GCS must be brought before the Commercial Courts of Paris.

### 17. Data protection

The collection and processing of Personal Data, carried out when a Customer places an Order, is carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "General Data Protection Regulation" or GDPR).

The information collected by TEQOYA during any order placed by the Buyer is necessary for the management of the Order by TEQOYA and its commercial partners. The file containing the recorded information has been submitted to the declaration of the CNIL (declaration n°1312101). In accordance with the French Data Protection Act n° 78-17 of 6 January 1978, the Buyer is entitled to access, request the rectification of, oppose and request the deletion of data concerning him/her retained by TEQOYA.

For more information, please see our Privacy Policy. <https://www.teqoya.fr/politique-confidentialite-teqoya/>

Through TEQOYA, the Buyer may receive commercial offers from other organisations or companies, or be kept informed of TEQOYA's offers. If the Buyer does not wish to receive such offers, it may inform TEQOYA by simple e-mail.