

Sté Atelier D'Etudes de Formes

GENERAL TERMS AND CONDITIONS OF SALE – INTERNET

Effective as of 01/07/2020

ARTICLE 1 - Scope of application

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply, without restriction or reservation, to all sales concluded by the Seller with non-professional buyers ("The Customers" or "The Customer") wishing to purchase the products offered for sale ("The Products") by the Seller on the websites **www.aef-gliders.com** , **www.mycameleon.fr** and **www.myexo.fr**The products offered for sale on the websites are as follows:

- Aeronautical and leisure equipment

The main characteristics of the Products and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the website contact@aef-gliders.com which the customer is required to read before ordering.

The choice and purchase of a Product is the sole responsibility of the Customer.

Product offers are subject to availability, as specified when placing the order.

These terms and conditions are accessible at any time on the website. **contact@aef-gliders.com** et prévaudront sur toute autre document.

The Customer declares having read and accepted these Terms and Conditions by ticking the box provided for this purpose before initiating the online ordering process on the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr.

Unless proven otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Customer.

The Seller's contact details are as follows:

AEF, SaS

Capital social de 7000 euros

Immatriculé au RCS de 431696020 RCS, sous le numéro 431696020

30 Rue Ledru Rollin

mail : **Contact@aef-gliders.com**

téléphone : 0109146605

Numéro de TVA Intracommunautaire FR41431696020

The products presented on the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr are offered for sale in the following territories:

WORDL

In the case of an order to a country other than metropolitan France, the Customer is the importer of the Product(s) concerned.

For all Products shipped outside the European Union and French overseas territories, the price will be calculated excluding taxes automatically on the invoice.

Customs duties, local taxes, import duties, or state taxes may be applicable. These will be borne by and are the sole responsibility of the Client.

ARTICLE 2 - Price

The Products are supplied at the prices in effect on the website contact@aef-gliders.com, at the time the order is registered by the Seller.

Prices are expressed in Euros, excluding and including VAT.

The prices take into account any discounts that may be offered by the Seller on the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr

These prices are fixed and non-revisable during their period of validity, but the Seller reserves the right, outside the period of validity, to change the prices at any time.

Prices do not include processing, shipping, transport and delivery fees, which are charged separately, under the conditions indicated on the website and calculated prior to placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these fees.

An invoice is issued by the Seller and given to the Customer upon delivery of the Products ordered.

ARTICLE 3 – Orders

It is the Client's responsibility to select the Products they wish to order on the website contact@aef-gliders.com, according to the following procedures:

Order from the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr, under the SHOP section

Product offers are valid as long as they are visible on the website, subject to available stock.

The sale will only be considered valid after full payment of the price. It is the Client's responsibility to verify the accuracy of the order and to report any errors immediately.

Any order placed on the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr constitutes the formation of a distance contract between the Customer and the Seller.

The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to payment for a previous order.

Le Client pourra suivre l'évolution de sa commande sur le site.

ARTICLE 4 - Payment Terms

The price is paid via secure payment, according to the following terms:

- Payment by bank card
- or payment by check
- Payment via PAYPAL or STRIPE
- or payment by bank transfer to the Seller's bank account (details of which are provided to the Customer when placing the order)

The price is payable in full by the Customer on the day the order is placed.

Payment data is exchanged in encrypted form using the protocol defined by the approved payment provider handling bank transactions on the websites www.aef-gliders.com, www.mycameleon.fr and www.myexo.fr

In the case of payment by bank check, it must be issued by a bank located in metropolitan France or Monaco.

The check is deposited upon receipt.

Payments made by the Customer will only be considered final after the Seller has effectively received the amounts due.

The Seller will not be obliged to deliver the Products ordered by the Customer if the Customer does not pay the full price under the conditions indicated above.

ARTICLE 5 - Deliveries

The Products ordered by the Customer will be delivered in mainland France or in the following area(s):

WORDL

Deliveries take place within a period of time depending on the postal service to the address indicated by the Customer when placing their order on the website.

La livraison est constituée par le transfert au Client de la possession physique ou du contrôle du Produit. Sauf cas particulier ou indisponibilité d'un ou plusieurs Produits, les Produits commandés seront livrés en une seule fois.

The Seller undertakes to make its best efforts to deliver the products ordered by the Customer within the aforementioned timeframes.

If the ordered Products have not been delivered within four weeks of the estimated delivery date, for any reason other than force majeure or the Customer's own actions, the sale may be cancelled at the Customer's written request, in accordance with Articles L216-2, L216-3, and L241-4 of the French Consumer Code. The sums paid by the Customer will then be refunded within fourteen days of the date of cancellation, without any deduction or compensation.

Deliveries are made by an independent carrier, to the address provided by the Customer when placing the order and to which the carrier can easily access.

When the Customer arranges for their own transport with a carrier of their choosing, delivery is deemed to have been completed upon the Seller's handover of the ordered Products to the carrier, who accepts them without reservation. The Customer therefore acknowledges that the carrier is responsible for delivery and has no recourse against the Seller for any failure to deliver the transported goods.

In the event of a special request from the Customer concerning the packaging or transport conditions of the products ordered, duly accepted in writing by the Seller, the costs related thereto will be subject to a separate additional invoice, based on a quote previously accepted in writing by the Customer.

The Customer is required to check the condition of the delivered products. They have two weeks from the date of delivery to submit any claims by email and mail, accompanied by all supporting documentation (including photos). After this period, and if these formalities have not been observed, the Products will be deemed compliant and free from any apparent defects, and no claim will be validly accepted by the Seller.

The Seller will reimburse or replace as soon as possible and at its own expense, the Products delivered whose defects of conformity or apparent or hidden defects have been duly proven by the Customer, under the conditions provided for in Articles L 217-4 et seq. of the Consumer Code and those provided for in these General Terms and Conditions.

The transfer of risk of loss or damage to the Products will only occur when the Customer takes physical possession of them. Therefore, the Products travel at the Seller's risk, except when the Customer has chosen the carrier. In this case, the risk is transferred upon delivery of the goods to the carrier.

ARTICLE 6 - Transfer of Ownership

Ownership of the Products will only transfer from the Seller to the Customer after full payment of the price by the latter, regardless of the delivery date of said Products.

ARTICLE 7 - Right of withdrawal

According to the terms of Article L221-18 of the Consumer Code, "The consumer has a period of fourteen days to exercise his right of withdrawal from a contract concluded remotely, following telephone solicitation or off-premises sales, without having to justify his decision or bear any costs other than those provided for in Articles L. 221-23 to L. 221-25.

The period mentioned in the first paragraph runs from the day:

1° From the conclusion of the contract, for service contracts and those mentioned in Article L. 221-4;

2. From the date of receipt of the goods by the consumer or a third party, other than the carrier, designated by the consumer, for contracts for the sale of goods. For contracts concluded off-premises, the consumer may exercise their right of withdrawal from the date of conclusion of the contract.

In the case of an order for several goods delivered separately or in the case of an order for a good consisting of multiple lots or parts whose delivery is staggered over a defined period, the period runs from the receipt of the last good or lot or the last part.

For contracts providing for the regular delivery of goods over a defined period, the period begins upon receipt of the first item.

The right of withdrawal can be exercised online, using the attached withdrawal form and also available on the website or any other unambiguous statement expressing the wish to withdraw, including by post addressed to the Seller at the postal or email address indicated in ARTICLE 1 of the General Terms and Conditions.

Returns must be made in their original and complete condition (packaging, accessories, instructions, etc.) allowing for their resale as new, accompanied by the purchase invoice.

Damaged, soiled or incomplete products will not be accepted for return.

Damaged, soiled or incomplete products will not be accepted for return.

The exchange (subject to availability) or refund will be made within 14 days of the Seller's receipt of the Products returned by the Customer under the conditions set out in this article.

ARTICLE 8 - Seller's Liability - Guarantees

The Products supplied by the Seller benefit from:

- of the legal guarantee of conformity, for defective, damaged or broken Products or Products that do not correspond to the order,
- of the legal guarantee against hidden defects arising from a flaw in materials, design or manufacturing affecting the delivered products and rendering them unfit for use,

Provisions relating to legal guarantees

Article L217-4 of the Consumer Code

"The seller is obligated to deliver goods that conform to the contract and is liable for any lack of conformity existing at the time of delivery. The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions, or installation when the latter was the seller's responsibility under the contract or was carried out under the seller's supervision."

Article L217-5 of the Consumer Code

"The property conforms to the contract:"

1° If it is suitable for the purpose usually expected of similar goods and, where applicable:

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

- if it possesses the qualities that a buyer can legitimately expect, having regard to the public statements made by the seller, the producer or their representative, particularly in advertising or labelling;

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

Article L217-12 of the Consumer Code

"The action resulting from a lack of conformity is time-barred two years from the date of delivery of the goods."

Article 1641 of the Civil Code.

"The seller is bound by a warranty against hidden defects in the thing sold which render it unfit for its intended use, or which diminish that use to such an extent that the buyer would not have acquired it, or would have given only a lower price, if he had known of them."

Article 1648, paragraph 1 of the Civil Code

"The action resulting from latent defects must be brought by the buyer within two years of the discovery of the defect."

Article L217-16 of the Consumer Code.

"When the buyer requests the seller, during the term of the commercial warranty granted to them upon the purchase or repair of movable property, to carry out repairs covered by the warranty, any period of immobilization of at least seven days is added to the remaining term of the warranty. This period begins from the date of the buyer's request for intervention or the date the property in question is made available for repair, if this latter date is later than the request for intervention."

In order to assert its rights, the Customer must inform the Seller, in writing (email or letter), of the non-conformity of the Products or of the existence of hidden defects from the date of their discovery.

The Seller will refund, replace or repair Products or parts under warranty deemed non-compliant or defective.

Shipping costs will be refunded based on the invoiced rate and return costs will be refunded upon presentation of proof of payment.

Refunds, replacements, or repairs of Products deemed non-compliant or defective will be carried out as quickly as possible and no later than 365 days following the Seller's confirmation of the non-compliance or hidden defect. This refund may be issued by bank transfer or check.

The Seller shall not be held liable in the following cases:

- Failure to comply with the legislation of the country in which the products are delivered, which is the Client's responsibility to verify,
 - in case of misuse, use for professional purposes, negligence or lack of maintenance by the Customer, as well as in case of normal wear and tear of the Product, accident or force majeure.
- The photographs and graphics presented on the site are not contractual and cannot engage the responsibility of the Seller.

The Seller's warranty is, in any event, limited to the replacement or refund of non-conforming or defective Products.

ARTICLE 9 - Personal Data

The Customer is informed that the collection of their personal data is necessary for the sale of Products by the Seller and for their transmission to third parties for the purpose of delivering the Products. This personal data is collected solely for the performance of the sales contract.

9.1 Collection of personal data

Les données à caractère personnel qui sont collectées sur le site contact@aef-gliders.com sont les suivantes :

Product Ordering:

When the Customer orders Products:

Names, surnames, postal address, telephone number and email address.

Payment

As part of the payment for Products offered on the website contact@aef-gliders.com, the site records financial data relating to the Client's/user's bank account or credit card.

9.2 Recipients of personal data

Personal data is used by the Seller and its co-contractors for the execution of the contract and to ensure the efficiency of the sale and delivery of the Products.

The category(ies) of co-contractor(s) is/are:

- Transport providers
- Payment service providers

9.3 Data Controller

The data controller is the Seller, as defined by the French Data Protection Act and, from 25 May 2018, by Regulation 2016/679 on the protection of personal data.

9.4 Limitation of treatment

Unless the Client expressly agrees, their personal data will not be used for advertising or marketing purposes.

9.5 Data retention period

The Seller will retain the data thus collected for a period of 5 years, covering the time of limitation of the applicable contractual civil liability.

9.6 Security and confidentiality

The Seller implements organizational, technical, software, and physical digital security measures to protect personal data against alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment, and the Seller cannot guarantee the security of the transmission or storage of information over the Internet.

9.7 Implementation of Customer and User Rights

In accordance with the regulations applicable to personal data, the Clients and users of the site contact@aef-gliders.com has the following rights:

- They can update or delete their personal data as follows:
Request in writing, by email or letter.
- They can delete their account by writing to the email address indicated in article 9.3 “Data Controller”
- They can exercise their right of access to know what personal data concerning them is being processed by writing to the address indicated in Article 9.3 “Data Controller”
- Si les données à caractère personnel détenues par le Vendeur sont inexactes, ils peuvent demander la mise à jour des informations des informations en écrivant à l’adresse indiqué à l’article 9.3 « Responsable de traitement »
- They can request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in Article 9.3 “Data Controller”
 - They can also request the portability of data held by the Seller to another service provider
 - Finally, they can object to the processing of their data by the Seller

These rights, provided they do not conflict with the purpose of the processing, can be exercised by sending a request by mail or email to the Data Controller whose contact details are given above.

The data controller must provide a response within a maximum period of one month.

If the Client's request is refused, the reasons for the refusal must be given.

The Client is informed that in case of refusal, he/she may lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or take legal action.

The Customer may be asked to tick a box indicating their consent to receive informational and promotional emails from the Seller. They will always have the option to withdraw their consent at any time by contacting the Seller (contact details above) or by following the unsubscribe link.

ARTICLE 10 - Intellectual Property

The content of the website contact@aef-gliders.com is the property of the Seller and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, in whole or in part, of this content is strictly prohibited and may constitute an infringement of copyright.

ARTICLE 11 - Applicable Law - Language

These Terms and Conditions and the transactions arising therefrom are governed by and subject to French law.

These Terms and Conditions are written in French. If they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 12 - Disputes

For any complaints, please contact customer service at the Seller's postal or email address indicated in ARTICLE 1 of these Terms and Conditions.

The Client is informed that in any event, they may resort to conventional mediation, with existing sectoral mediation bodies or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

In this case, the appointed mediator is

Attorney Sophie Echegu Sanchez

Email: zel.avocats@avocatline.fr

The Customer is also informed that they may also use the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes arising from purchase and sale transactions concluded under these Terms and Conditions, which have not been resolved amicably between the seller and the buyer or through mediation, shall be submitted to the competent courts under the conditions of common law.

ANNEXE I

Withdrawal form

Date _____

This form must be completed and returned only if the Customer wishes to withdraw from the order placed on contact@aef-gliders.com except for exclusions or limitations to the exercise of the right of withdrawal according to the applicable General Terms and Conditions of Sale.

To the attention of SaS, AEF

30 Rue Ledru Rollin

78 800 HOUILLES

FRANCE

I hereby notify you of my withdrawal from the contract for the following item:

- Order dated (indicate date)

- Order number:

- Customer Name:

- Customer Address:

Client Signature (only if this form is submitted on paper)