

Sibiotech - General Sales Conditions - 2012-11-15

1 - Purpose

The purpose of these general sales conditions are, on the one hand, to inform any potential customer of the terms and conditions under which the seller sells and delivers the products ordered and, on the other hand, to set out the rights and obligations of the parties within the framework of the sale of the products by the seller to the customer. They apply, without restriction or reservation, to all products offered by Sibiotech on its Internet website.

Accordingly, the fact of ordering any product offered for sale on the Sibiotech's RespiFacile Internet website implies the full and complete acceptance of these general sales conditions by the Buyer, who declares having had prior knowledge of them before placing his order.

Sibiotech reserves the right to change these general sales conditions at any time.

2 - Identity of the Company

Sibiotech markets medical device products such as RespiFacile®.

Company name : SIBIOTECH

Registered Office : 43 rue Laugier, 75017 Paris / France

SIRET : 491 342 200 00038

Intra-Community VAT number : FR62491342200

Email : contact@respifacile.com

3 - Price

Online product prices available on the Sibiotech's RespiFacile Internet website, given in Euros, are those in force at the moment the Buyer's order is registered. Product prices may be changed by Sibiotech at any time. The Buyer will be informed of any changes before any order is confirmed.

Prices includes delivery charges.

The prices include value-added tax (VAT) at the rate applicable on the day of the order. Any change in the applicable rate will automatically be applied to the order by Sibiotech on its website.

The invoice for the products is attached to the e-mail confirmation of the order.

4 - Product Specification

In accordance with Article L 111-1 of the French Consumer Code, the Buyer may, prior to placing his order, consult the RespiFacile website, www.respifacile.com, in order to be aware of the basic specifications of the product(s) that he wishes to order, prior to placing his order.

Photographs, graphics and descriptions of the products offered for sale are purely indicative and do not commit Sibiotech in any way.

5 - Order

Any order implies acceptance, without restriction or prejudice, of these general sales conditions.

From the moment that the Buyer has registered his order by clicking on the tab "Confirm order", he is considered as having made an informed decision and having accepted without prejudice these general sales conditions, the prices, volumes and quantities of the products offered for sale and ordered.

The Buyer's order must be confirmed by Sibiotech, by e-mail.

The sale shall not be considered as final until after the Buyer has received the order confirmation by Sibiotech, and Sibiotech has received payment in full.

Sibiotech recommends that the Buyer keep a copy of this information either on paper or electronically.

6 - Payment

Payment must be made at the time the Buyer places the order. At no time may any sums paid be considered as down payments or advances.

Sibiotech will process the payment for the entire amount due on the order at the time the order is confirmed.

The Buyer can pay for his order using the online Credit Card facilities, Paypal or check emitted by a bank taken up

residence in metropolitan France or Monaco.

The Buyer guarantees to Sibiotech that he has the necessary authorizations for the payment of his order.

Sibiotech 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 in the event of a payment irregularity.

Penalties in the sum of an amount equal to the legal rate of interest increased by five points are automatically applied to any sums remaining unpaid ten days after the date of the invoice or immediately from the notification that the bank payment has been rejected for any other means of payment. The delivery of any new order shall be suspended in the event of late payment of an earlier order, and that notwithstanding the provisions of this document.

Sibiotech reserves the right to request a photocopy of a piece of ID of the Buyer for any credit card payment.

Within the framework of the fight against Internet fraud, information concerning your order may be forwarded to third parties for verification.

In case of a payment by check, this one must be emitted by a bank taken up residence in metropolitan France or Monaco.

The collection of the check is realized in its reception. The check will be to send to SIBIOTECH, 43 RUE LAUGIER 75017 PARIS.

7 - Choice of Products

The Buyer, being aware of the products marketed by Sibiotech and their specifications, has under his sole responsibility and on the basis of his needs, which he has determined prior to placing any order, decided to choose the product(s) that are the subject of his order.

Moreover, the Buyer, who alone knows the products he owns and uses, is the sole judge of the compatibility of the products ordered with those used by him.

It is exclusively up to the Buyer, if he deems that he does not have the competence needed to make such a judgement, to seek advice.

8 - Product availability

In the event that the product ordered is unavailable, Sibiotech shall inform the Buyer as soon as possible.

In accordance with the provisions of Article L121.20.3 of the Consumer Code, Sibiotech may, in this case, supply an alternative product of equal quality and price. The delivery charges will then be borne by Sibiotech.

In the event that Sibiotech does not make use of this facility, the Buyer will be refunded without delay and no later than thirty days from the payment of the sums by him.

9 - Delivery and Receipt

9.1. General rules

The products are delivered to the address given by the Buyer in the order. In order to ensure quality service, Sibiotech selects an appropriate delivery service in light of the customer's delivery address.

9.2. Delivery times

The average delivery times from the Sibiotech warehouse are:

- LETTRE MAX : 48 hours.
- CHRONOPOST : 48 hours.

These times are purely indicative and only valid in France.

No damages may be claimed, sums withheld, or the order cancelled by the Buyer should the delivery take longer than said time.

In any event and in accordance with Article L 121.20.3 of the Consumer Code, the products ordered shall be delivered within a maximum period of thirty days from the date on which the Buyer registered his order, subject to the purchase price having been paid in full.

The Buyer has the possibility of cancelling his order should the order not be delivered within that period. Sums paid by the Buyer shall then be returned to him without delay, any other compensation being excluded.

In the event of a delay in relation to the initial delivery date, the Buyer should inform Sibiotech of the fact in writing (post, fax or email) in order to enable Sibiotech to improve the quality of service offered to him and to allow it to carry out an investigation with respect to the shipping company.

An investigation with respect to the shipping company may take up to 21 business days. If, during this period, the products are found, they will be immediately forwarded to the place of delivery indicated in the order.

On the other hand, if the ordered products are not found after this period of 21 days of investigation, Sibiotech shall, at its expense, resend the products ordered by the Buyer.

Should the product ordered no longer be available, the provisions of Article 8 shall apply. In the event of a change of product, the shipping costs are at the consumer's expense.

In case of payment by check, the order will be handled only upon receipt of the check. As a consequence, the applicable deadline in that case are the ones in the day of opening the check and can be thus modified with regard to those mentioned in the day by the signing of the order.

9.3. Quality and conformity problems

In the event of delivery of products that do not correspond to the order (defective or not in compliance), the Buyer shall forward his claim within a period of 7 days from signature of the receipt of the products.

Claims must be sent by receipted registered letter to the address given in Article 2 of this document, and must include:

- the Buyer's details;
- the product references;
- the reasons for the claim.

The return of the products must take place within seven business days of Sibiotech Customer Service issuing a return number.

Failing which, Sibiotech will not exchange or refund the products ordered.

Any products to be exchanged or refunded must be returned to Sibiotech in their original state and packaging, complete and with all their accessories.

All costs and risks associated with the return of the products are borne by the Buyer.

Failure to respect the above procedure and the specified time periods will result in the Buyer not being able to make any claim for the non-conformity of or defect in relation to the products delivered, said products being then considered as being in compliance and exempt from any apparent defect.

10 - Right to cancel and return

In accordance with Article L121-20-2 of the Consumer Code, for hygienic reasons, no RespiFacile® will be refunded after purchase except as provided in the article 12.

In this case only, the products must imperatively be returned to Sibiotech in a perfect saleable condition, in their original state (packaging, accessories, instructions, etc.), and duly sealed and accompanied by the invoice relating to the purchase.

Any incomplete or damaged products, or if the packaging has deteriorated, will be neither refunded nor exchanged.

The exercise of the right to cancel and return will result in a cash refund by a recrediting of the credit card used for the initial order.

11 - Safety

The Sibiotech internet website is the object of a system of reassurance: we adopted the process of encoding SSL but we also strengthened all the processes of jamming and encoding to protect the most effectively possible all the critical data bound to means of payment.

The Sibiotech website contains information from third parties and links to other Internet websites. Withings may not in any event be held liable for damages arising from the use of, access to, or the inability to use such third party

information, or the content of the other Internet websites.

12 - Warranty

The Customer benefits from the warranty against hidden defects. In the event that a manufacturing defect renders the Product unusable, the Customer may contact the Sibiotech After Sales Service, by receipted registered letter, at SIBIOTECH AFTER SALES SERVICES, 43 rue Laugier 75017 Paris. Sibiotech undertakes then to send to the customer, at its expense, a Product in good working order, which may be a replacement. Should the product be out of stock or impossible to repair, the Customer will be offered a replacement or refund of the initial Product.

Any return of the product under the above warranty must be with the prior agreement of Sibiotech. To that end, the Buyer shall contact the Sibiotech After Sales Service.

If it is accepted that the product is defective, Sibiotech will issue the Buyer with a product return number.

The defective product must be returned in its original packaging, with all its parts and together with its accessories, and be accompanied by the return number, which must be legible, as well as the series number of the product.

Any product, which is incomplete, damaged and/or the original packaging of which has deteriorated, will not be taken back or exchanged within the framework of the warranty.

All costs and risks involved with the return of the products are at the Buyer's expense.

The product under warranty will be exchanged or repaired, as Sibiotech may decide.

Sibiotech may not be held liable by the Buyer, with respect to any hidden defects that might affect the products delivered or within the context of a replacement of defective products or parts which render them unusable, for any possible damageable consequences that might arise from their use.

In any event, the warranty does not cover:

- replacement of consumables;
- any use which is not normal and consistent with the product instructions;
- damage which is specifically mentioned in the product documentation;
- defects and their consequences, arising from action by the Buyer or a repairer not authorized by Sibiotech;
- defects and their consequences linked to use not in accordance with the purpose for which the product is meant (professional use, joint use ...)
- products covered by a specific assistance and maintenance contract.

13 - Liability

The products offered by Sibiotech are in accordance with current French legislation.

Sibiotech may not be held liable for non-performance of the contract in the event of a product being out of stock or unavailable, for force majeure, disturbance or partial or total strike in particular in relation to the postal services and means of transport and/or communications.

Sibiotech may not be held liable for any indirect damages that might arise from the fact of purchasing the products.

Sibiotech may not be held liable for any loss of data and/or files. It is up to the Buyer to take all necessary backup measures.

If it is totally or partially impossible to use the products, because in particular of the incompatibility of the products, Sibiotech may not be held liable for same nor may this give rise to compensation or a refund.

The Sibiotech RespiFacile website also contains information from third parties and links to other Internet websites. Sibiotech may not in any event be held liable for damages arising from the use of, access to, or the inability to use such third party information, or the content of the other Internet websites.

14 - Medical liability.

The information available on the Sibiotech RespiFacile website and all the comments regarding health questions may not be considered as medical opinions. It is the responsibility of the user to determine, if need be, in consultation with a doctor, dietician or physiotherapist, which products and services may be used.

15 - Partial invalidity

If any provision of these general sales conditions is held to be invalid or declared as such in accordance with a

law, regulation or following a final decision by a competent jurisdiction, the other provisions shall remain in force and effect.

16 - Non-waiver

The fact that one of the parties does not insist that the failure by the other party to fulfil any obligation referred to in these general sales conditions be remedied shall not be interpreted in the future as a waiver of the obligation in question.

17 - Applicable law

The sales of products by Sibiotech are subject to the regulations concerning distance selling in force in France today. In the case of a purchase for export, it is up to the customer to check that the products are in accordance with the rules in force in the country concerned, whether in relation to taxes, statements or specific prohibitions. Any dispute in relation to the interpretation or application of these sales conditions shall be referred to the Paris courts.