

TERM AND CONDITIONS

Introduction

The terms and conditions contained in this document govern the contractual relationship between the company and client Forscolabs as part of a distance sales system. Both parties accept them without reservation. These conditions prevail over all other conditions. This contract is subject to French law. Forscolabs SAS The Company is a limited company with capital of € 8,000, registered with the RCS Paris 481 421 915 on 01/04/2004, with registered office at 149 avenue du Maine 75014 Paris. Its SIREN number is 48142191500010

ARTICLE 1 – GENERALES PROVISIONS

Any order from the FORSCOLABS company (hereinafter the Company), including through its website, is governed by the provisions of these General Terms and Conditions (hereinafter TC) to the exclusion of any other provision such as General Purchasing Conditions of the Customer. The placing of an order implies full and unreserved adherence of the Customer to these Terms In case of conflict with the terms of the TC, the provisions of the special conditions prevail.

ARTICLE 2 – AVAILABILITY

Our products are made in the stocks. For products not stocked in our warehouses, our offers are valid subject to availability from our suppliers. In this case, the information comes directly from our suppliers, errors or modifications are beyond our control and can't engage the responsibility of the Company Forscolabs. In case of unavailability of a product after placing the order, the customer is notified by email, mail or telephone as soon as possible. It can then cancels or modify his order.

ARTICLE 3 -- PRICE - PAYMENT - INCIDENT

Product prices are in Euros including VAT and excluding all taxes and excluding postage costs (see Art. 6 below). The Company reserves the right to change prices at any time, especially in case of change of the Company's purchase conditions, currency fluctuation or change in the VAT rate; The products are billed based on rates in effect at the time of registration of the order, subject to availability on that date. The export orders or going to the overseas territories, are payable in full before departure of the goods. In other cases, the Company reserves the right to request the payment of a deposit and wait for the regulations to ship the goods. For professional customers (excluding Internet order), the price or the balance is payable on or before the due date on the invoice issued by the Company. No discount is applied for early settlement. In case of late payment, legal in fee collection (currently 40 €) and late penalties calculated at the interest rate applied by the ECB to its most recent refinancing operation plus 10 points percentage tax on the amount due, will be automatically and legally acquired seller without any formality or prior notice. If during a previous order, the customer has withdrawn one of its obligations (eg payment delay.), A refusal to sell may be opposed to it, unless the buyer provide satisfactory guarantees or a cash payment. No discount for cash or prepayment will be granted.

ARTICLE 4 – ORDER ON THE WEBSITE OF THE COMPANY

Le Client valide sa commande lorsque et accepte les présentes conditions générales de vente, il active le lien « conditions générales de ventes » en bas de la page et les accepte . Avant cette validation, il lui est systématiquement proposé de vérifier chacun des éléments de sa commande ; il peut ainsi corriger toute erreur éventuelle. La Société accuse réception des commandes passées envoyant un courrier électronique ou par courrier postal reprenant les éléments de la commande. Les données enregistrées par la Société constituent la preuve de la nature, du contenu et de la date de la commande. Celles-ci sont archivées par la Société dans les conditions et délais légaux ; le Client peut accéder à cet archivage en contactant le Service Clientèle de la Société (Cf. art. 8 ci-dessous). Tout le processus de règlement par virement, chèque ou carte bancaire, les paiement en ligne s'effectue intégralement sur le serveur de Paypal , soit par carte bancaire ou par la création d'un compte gratuit sur le site de Paypal.

ATTENTION: ONLY CHEQUES PAYABLE IN EURO BANK FRENCH ARE ACCEPTED.

Right to retract::

Client ou par chèque bancaire adressé à son nom et à l'adresse de facturation renseignée par lui. The Customer has a period of 8 calendar days of receipt of his order to return, at its expense, any product that does not suit him. Returns should be sent to the address of: FORSCOLABS. Do not benefit from this right of return, personalized goods or manufactured according to customer specifications (product options or choice of colors, ...). DVDs, CDs, CD-ROMs,

software ... cant be returned if the original packaging is intact. If returned, only complete products and in perfect condition (packaging, accessories, instructions ...) with a copy of the purchase invoice will be accepted. Items returned incomplete, damaged or soiled cant be returned or refunded. If the conditions specified above are met, the Company will make the refund within 15 days after the receipt of the product by itself. Reimbursement will be made at the discretion of FORSCOLABS, by crediting the bank account of the Customer or by check sent to his name and the billing address provided by him.

ARTICLE 5 –Reserved PROPERTY

The transfer of ownership of goods to the Customer is made after full payment by the latter. Accordingly, the Company reserves until full payment, the ownership of the goods sold, allowing it to regain possession. If payment of the price on the agreed date, the seller may therefore take the goods and the sale will be canceled automatically if it sees fit. If ordered reorganization or liquidation of the Customer, the Company may take advantage of this clause to claim ownership of the unpaid goods at the time of initiation of proceedings or the price of resale. NOTWITHSTANDING THE FOREGOING, THE CUSTOMER IS RESPONSIBLE OF GOODS SOLD FOR THEIR PHYSICAL DELIVERY, TRANSFER OF POSSESSION OF CAUSING THE RISK.

ARTICLE 6 –SHIPPING

6.1 – Cost of shipping

Standard shipping charges are as follows: Are calculated based on the weight of the goods ordered,

6.2 – Time - Delivery conditions

The products are delivered to the shipping address provided by the Customer. Customer is solely responsible for errors in the information provided and their consequences. All heavy product (30kg or more, such as tables, ...) comes foot of the building, unless supported by Customer additional fees charged by the carrier. Unless specific conditions, the usual processing time of ordering and delivery is 5 working days for all consumer products except for the manufacture of tablets of the brand Hill. If items available at different dates, The delivery time is based on the longest delay. The company reserves the right to ship an order in several parcels. Customers may also request splitting deliveries for an additional fee dependent. If paying by credit card, only products shipped are charged. Any delays in delivery do not allow professional customers to cancel the sale or refuse the goods. Such delays can only lead to more restraint, compensation, penalty or damages to the Customer.

6.3 - Delivery problems The Customer to check the condition of the goods at the time of delivery and before signing the delivery note. If the customer finds damage or missing, it is up to him to bring accurate and complete reservations on the transport document and confirm these reservations to the carrier no later than within two business days of receipt with a copy to the company FORSCOLABS . The goods travel at the risk of professional Client.

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ARTICLE 7 – WARRANTIES - S.A.S

7.1 - It is up to the Customer to check the goods on delivery, this control must pertain specifically references, quantities and quality of the goods and their compliance with the order. In case of error or non-compliance, the return will be accepted for complete products in their original state (packaging, accessories, instructions ...) and accompanied by a copy of the purchase invoice. Any complaint regarding the delivered items must be made by any means (mail, fax, registered mail with return receipt) on the day of delivery or at the latest within seven calendar days after delivery or discovery of any defect not -apparent.

Any claims made after this deadline will not be accepted. Complaints should be directed to Customer Service (see Article 9 below), indicating the Customer coordinates the delivery note number, reference product as defined on the delivery and the reasons for the claim. In case of failure to comply properly established and reported within the period referred above, the goods are replaced or refunded at the discretion of the Company, excluding any compensation for any reason whatsoever.

If a customer makes contact directly with one of our suppliers and wants to process its requests with the manufacturer, Forscolabs will not interfere and will not prevent communication between the manufacturer and the customer, against Forscolabs sees released from all responsibilities on results of its claims between the manufacturer and the customer.

Hill Labs brand products cant be returned or exchanged and given the specific character of custom made products for customers. Only Hill Labs may decide to return or exchange any of its products through a defect or other anomaly observed by the customer. Forscolabs be responsible for formulating the defect found in the company Labs Hill and ask him to find the solution or replacing the defective part be borne by Hill Labs to satisfy the customer, as part of a replacement table decided by the company Hill all transport charges or other import costs will be borne by the customer, if Hill confirms that it is of a manufacturing defect if the customer contacts the company directly Labs Hill to make her notice a defect is possible without prior notice to Forscolabs, Forscolabs then will be released from all responsibilities on the defect noticed by the customer and will not interfere Forscolabs and will not prevent communication between Hill Labs and customer, is seen against Forscolabs released from all responsibilities on the results of its requests between Hill Labs and customer..

7.2 –The products (except products Hill Labs) benefit from the only manufacturer warranty as marked on the item description of the products, without prejudice to the legal guarantees for private consumers (non-professional). In order to know what to do in case of problems or failure of a product, the Customer may contact the Customer Service of the Company. In any case, if the affected product to a defect, the warranty is strictly limited to the repair or replacement to the exclusion of any compensation. To qualify for the guarantee, it is imperative to keep the purchase invoice of the product. No warranty: - Consumables - All direct and indirect consequences of improper storage, installation, installation, maintenance preparation of the product or failure to comply with the technical manual or employment - Products with intervened an unaccredited company FORSCOLABS France - All direct and indirect consequences of abnormal or improper use of the products, including any use of nonconforming product to the use to which it is intended (professional, intensive, collective. ..) - Breakdowns or Defects and their consequences related to any external cause. - The warranty covers parts and labor, at the customer the costs of intervention and travel or expenses for referrals of repair equipment Forscolabs workshop

ARTICLE 8 - CUSTOMER SERVICE AND AFTER SALES

For information or questions, our customer service is at your disposal:

Tél: 0183597160 Fax : 0972447924E-mail: services@Forscolabs.fr Mailing Address : 149 avenue du Maine 75014 Paris

ARTICLE 9 - INTELLECTUAL PROPERTY

9.1 – catalogs, websites, commercial documents of any kind of company FORSCOLABS are protected by the copyright law, trademark law and generally intellectual property, as regards both their content (texts , titles, slogans, data, images, brands, graphics, photos, soundtracks ...) that their form (graphic, map, data organization,). All these elements are the property of FORSCOLABS France or its suppliers. Any reproduction, modification or exploitation of all or part of one or more constituents, on any medium and by any means whatsoever, for purposes other than personal and private, is prohibited without prior written consent of Company FORSCOLABS France. Non-compliance of the above provisions may constitute an act of infringement involving the civil and criminal liability of its author. 9.2 - Some products such as software, are subject to personal and non-transferable right to use, copy, publicly distribute, lease including being prohibited. It is the Customer to strictly respect the terms of use of these products. FORSCOLABS The company can not be held liable for improper use..

ARTICLE 10 - CASE OF ABSOLUTE NECESSITY

The occurrence of a force majeure has the effect of suspending the execution of the contractual obligations of the Company. Constitutes a force majeure any event beyond the control of the Company and impeding the normal operation at the stage of manufacturing or shipping products. In particular, constitute force majeure total or partial strikes hindering the smooth running of the Company or of one of its suppliers, subcontractors or carriers, as well as the interruption of postal services and means of transport and / or communications, the supply of energy, raw materials or spare parts, and fire or flooding.

ARTICLE 11 – LIMITATION OF LIABILITY

11.1 - The products comply with French legislation and standards applicable in France. The photographs, text, graphics, reproduced and illustrating the products presented information and characteristics do not enter the contractual field. Responsibility for FORSCOLABS can not be held for any error or omission in one of these elements, in case of changing the characteristics of the products by the manufacturers in case of shortage or unavailability of a

product, or in the event of force majeure. Professional Customer is responsible for the respect and implementation of technical instructions accompanying the products and the consequences of any use including the destination. The Customer shall under its responsibility to safeguard all data contained in the products purchased. FORSCOLABS The Company shall not be held responsible for any loss of data or files as well as damage defined in the previous paragraph. The total or partial inability to use such products due to incompatibility of equipment can give rise to any compensation or reimbursement or questioning the responsibility of FORSCOLABS. Similarly, the responsibility of the Company shall not be held liable for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion or presence of computer viruses. Assuming hyperlinks would refer to other sites that the site "FORSCOLABS", the Company disclaims any responsibility in case the contents of these sites would contravene the laws and regulations in force..

11.2 – Regarding the Business Customers:

Excluding repair of any injury, and in the event that the Company would see its responsibility into question by a professional Customer, it is expressly agreed that the company's liability may not exceed once the price of the product concerned. In any event, the Company may not be held liable to the Professional Client, for any reason whatsoever, for any damages and / or consequential, including loss of profits, revenue, margins, income, loss of orders, customers, operations, sales action, loss or alteration of information, files and / or data, damage to brand image or action of third parties, ...

ARTICLE 12 - PERSONAL INFORMATION

FORSCOLABS The Company undertakes not to disclose to third parties the personal data provided to it by its customers. These are confidential. They are only used for order processing, management of services offered to clients, and to reinforce and personalize communication and product offers reserved to the Company's customers, including the newsletters of which the Client FORSCOLABS will have subscriber. Any Customer may request the disclosure of personal information about the company and have it amended, corrected or deleted in accordance with the Data Protection Act of 6 January 1978, by writing to the company FORSCOLABS 149 avenue du Maine 75014 Paris or Forscolabs @ Forscolabs .com, specifying its name, address and if possible the customer reference. The website of the Company is also designed to be particularly attentive to the needs of customers. This is one reason why it uses cookies. The cookie is designed to indicate your presence on the site. Cookies are used by the Company for the sole purpose of improving the personalized services to customers.

RGPD- Application of the RGPD As of 24.05.2018 has been implemented on this site according to the following criteria, It standardizes a wide range of legislation on the protection of privacy throughout the EU.

a) The user has the right to portability: Users have the right to transfer their data from one service provider to another. And this must happen in a commonly used and machine-readable format. You have the right to request a GDPR report with all your personal information stored on this site. Once you have submitted the request, one of our support teams will process it and approve it. You will be able to download your GDPR request from this page once it has been reviewed.

b) You have the right to request the deletion of your data. Once you have submitted the request, one of our support teams will process it and approve it. After confirmation of your request by our support team, your account and your personal data will be deleted.

The hosting of the site by OVH is compatible and approved, according to RGPD standards. In order to give up the security of the data transfer, the HTTPS protocol ensures an optimal confidentiality.

ARTICLE 13 - APPLICABLE LAW - DISPUTES This contract is subject to French law. In case of dispute with a professional client, the courts of Paris (France) will be competent.