

GENERAL TERM OF SALE

1. Introduction

The www.turbopell.com site (below «The Site») is run and spread by WHITE INDUSTRY SAS with a capital of 60.000 €, registered in the RCS of Chambéry under the number of SIRET: 831 240 502 00011 (code APE: 4690. Z), having its head office in 49 path(way) of the Bridge(Deck) Albertin 73200 ALBERTVILLE - France below «White Industry». The present «General terms of sale» Govern the sale and any other operation concerning products marketed on the Site and uniting White Industry on one hand and the Customer on the other hand.

2. Object

These General Terms and Conditions of Sale are intended to define the legal framework applicable to the sales contract between White Industry and the Customer. «The Customer» means any individual, individual, professional, merchant, placing an order with White Industry on the Site for any product offered on the Site. These General Conditions of Sale and any other legal information indicated on the Site are in French. These general conditions of sale shall prevail over any other general or special conditions contained in any other document, unless expressly waived and written by White Industry. White Industry reserves the right to modify, supplement or amend in any way its General Terms and Conditions of Sale at any time. The conditions applicable for a given transaction will be those in force and accepted on the date the order was placed by the Customer.

3. Acceptance of the conditions

The fact for any Customer to order one of the products offered on the Site and check the box «I accept the General Conditions of Sale» before proceeding to the payment of the order, is full acceptance, full and without reservation of the present Terms and conditions. The Customer acknowledges having read the Terms and Conditions of sale and understand them before placing any order placed on the Site. Similarly, the Customer acknowledges having full legal capacity to engage under these terms and conditions.

4. Order process

The Order can be made on the site www.turbopell.com after validation of the account by our services, 24h / 24h and 7d / 7d. The Customer makes his selection by browsing the pages of the Site. The Customer must add his selection to his basket by clicking on «add to cart» after having specified the appropriate options according to the products, such as in particular: color and / or size and / or quantity. At any time of the navigation on the Site, the Customer can validate his order by clicking on «Confirm my order». The Customer must then indicate all the information required for delivery (address, code, floor, phone number, etc.) and the method of payment chosen. A form summarizing all of the above information will be proposed to the Customer, who will reread it carefully, confirm its agreement and check the box «I read the terms and conditions of sale and I accept them without reservation». To continue the order the Customer must proceed to the payment in the secure area provided for this purpose. Automatic registration systems are considered to be proof of the nature, content and date of the order. White Industry confirms the acceptance of its order to the Customer to the email address that it has communicated. The sales contract will only be concluded from the confirmation of the order and the payment of it by the Customer. White Industry can not be held responsible for technical malfunctions related to the Customer's Internet connection. White Industry reserves the right to cancel any order from a Customer notably in case of insolvency, a failure to pay the order concerned or a previous order or any other incident of payment or anomaly found by White Industry on the occasion of the payment. The information given by the Customer,

when taking the order, commit it: in case of error in the address of the recipient, White Industry can not be held responsible for the impossibility of delivering the product. In this context, all costs incurred for the return of the order will be borne by the Customer. The computerized records, stored in the computer systems of White Industry under reasonable conditions of security, will be considered as proof of communications, orders and payments between the parties. The filing of purchase orders and invoices is done on a reliable and durable support that can be produced as evidence. In case of out of stock or unavailability of the ordered product, White Industry undertakes to inform the Customer as soon as possible and to specify a period of availability. The Customer will confirm by e-mail his choice either to wait for the availability of the product or to be reimbursed. Tracking control. By accessing his account, the Customer can consult at any time the status of his order.

5. Products and offer

The products offered for sale on the Site are products that are the subject of a description sheet (image and text) including a price and providing a «button» to add to the basket. The information mentioned on each product sheet is given for information only. Thus, the photographs, texts, graphics, information and characteristics used for the description of the products presented on the Site are given for information only and are largely derived from the information provided by the manufacturers or suppliers. In particular, the shapes, colors or renderings of the products presented on the Site may cause differences in perception, particularly from one screen to another. In order to avoid at best the risks of confusion or differences in perception, White Industry endeavors to complete the visuals of a written description, which the Customer undertakes to read. White Industry takes the greatest care in the constitution of the product sheets and their description, but can not be held responsible for indirect damage that may occur due to a possible error or omission introduced in any of these descriptions. Some products may be photographed with other products for technical or aesthetic purposes. All products on the Site are subject to availability at the time of order. White Industry reserves the right to modify at any time the quantities and / or the nature of the goods that can be purchased online on the Site. White Industry will inform the Customer if his order can not be processed due to the unavailability of one or more ordered products. For all the products indicated as unavailable the Customer has the possibility to enter his e-mail address to receive information when the product is available again.

6. Guarantees and responsibilities

In accordance with the legal provisions in force regarding the conformity of the product with the contract, in the matter of hidden defects, White Industry can proceed, in this context with a refund or a replacement of the defective, damaged or damaged product. However, White Industry can not be held by the Customer as responsible for any harmful consequences that these hidden defects could have caused. White Industry strives to offer the best to its customers. We are responsible for the proper execution of these Terms and Conditions. Nevertheless, our responsibility can not be engaged because of a fortuitous event, a case of absolute necessity, the unforeseeable and insurmountable fact of a third party to the contract or because of the non-conformity of the product with a foreign legislation in delivery to a country other than France. White Industry can not be held liable for any direct or indirect inconvenience or damage related to the use of the internet network, such as, in particular, a break in the service, the presence of computer viruses or external intrusions and, more generally, any case of force majeure. major or third parties by the courts.

7. Price

Prices are expressed in euros. The price indicated on the product sheets does not include transport. The price indicated in the confirmation of order is the definitive price, expressed all taxes included for France. It includes the price of products, handling fees, product packaging, transportation costs. The VAT applicable is that in force on the day of the order, any change of rate will be reflected on the price of the products. White Industry reserves the right to change prices at any time. In the case of a modification, the price invoiced to the Customer is the one entered in the purchase order and accepted by the Customer at the time of its validation. The products remain the exclusive property of White Industry until the complete payment of the order.

8. Secure payment

The Customer can pay in different ways: online by credit card (CB, visa, Mastercard ...), or via Paypal, by mail by check or bank transfer. The Customer guarantees to White Industry that he has the necessary authorizations to use the method of payment he has chosen during the validation of his order. White Industry implements all necessary means to ensure the security and confidentiality of the data and information transmitted online during the payment of orders.

9. Credit Card Transactions

The transactions are carried out through the online sales system of the Cr dit Mutuel bank. The transaction is based on an encryption of the data exchanged between the Customer and the secure platform. The security of payments is based on the SSL encrypted exchange protocol «Secure Socket Layer». The credit card number is sent to the bank's servers, the payment being made directly to a bank without going through the White Industry shop server, in order to guarantee the Client the complete confidentiality of his bank details. White Industry therefore never has access to confidential information relating to the means of payment. Therefore, the Customer's bank details will be asked for each new order. At the time of payment of the transaction on the merchant website, a request for authentication of the cardholder is made before the application for authorization, if the Site and the payment card are 3DS. The Customer is directed to his bank for it to authenticate by entering a secret data, independent of the card, and only the bearer and his bank are aware. This authentication method is left to the free choice of the bank issuing the card.

10. Transactions via PAYPAL

White Industry uses the Paypal online payment service. During the transaction the Customer is directed to the Paypal site. You do not have to create an account to access the service and make the payment. Paypal allows consumers to consolidate multiple payment cards into a single digital wallet to securely pay online without having to enter all the data that characterizes their card payment method. The Paypal digital wallet is designed to secure and improve the customer journey in terms of consumer orders, leading to a decrease in the abandonment of baskets. This optimization of payment transactions can increase sales conversions. Paypal offers all the security measures expected from the most recognized international payment card networks. The technology reduces the risk of fraudulent transactions and the product offers the same protection for merchants as 3D Secure. Paypal meets PCI-DSS requirements - a set of standards that enhance the security of consumers' financial data. In any case and whatever the method of payment chosen, the order can be shipped only after full payment of the price. Operation for the consumer. Consumers must first register the payment cards of their choice on the Paypal website, via one of the banks offering this digital wallet. To make payments online, they simply log in with their e-mail address and password and then they select the desired payment card to pay for their purchases. Paypal then processes the payment without distributing the card data to the merchant.

11. Transportation and Delivery

After placing an order, the Customer will receive at the email address he has indicated in the form, an email specifying the elements of his order and his registration and the parcel number allowing him to follow him. White Industry processes the Customer's Order within an average of two business days, unless otherwise indicated on the Site. The Customer will receive his parcel, 48h to 72h after sending for a delivery in France (this time is indicative and dependent on transport services). Orders are sent by carrier or colissimo. In case of unusual delivery delay, an email will be sent to the Customer. White Industry declines any responsibility in the event of too much delivery time

attributable to postal services or carriers. An email is automatically sent to the Customer at the time of shipment of the Products provided that the email address indicated in the registration form does not contain an error. Upon receipt of the shipping confirmation email, the Customer may take into account the delays of the carriers announced above. The Products will be delivered to the address indicated by the Customer on his order form (form filled and validated when ordering). There will be no delivery to postal boxes and in this case orders will not be processed. For each order placed on the Site, White Industry will send an invoice through the site. No modification of the invoice will be possible after the issue of this one. Shipping costs are the responsibility of the Customer. Delivery costs are calculated according to a fixed price and according to the amount of the order. Delivery is deemed made upon delivery of the parcel to the transport services. White Industry can not be held responsible for delays in delivery due to errors or disruptions attributable to carriers (including in particular in case of total or partial strike including postal services and means of transport and / or communications). Upon delivery, the Customer must check the content, compliance and condition of the product (s). In case of delays, damages, total or partial losses, or some other problem, it is the Customer to make any recourse to the carrier without the responsibility of White Industry can be questioned. Therefore, during the delivery, White Industry recommends to the Customer to proceed to the observation of the state of the delivered products before signing the acknowledgment of receipt of the parcel. If the Customer notices any anomalies, he must refuse the delivery of the products or issue precise and dated handwritten reserves. These reservations must be confirmed with the carrier by registered letter with acknowledgment of receipt within three (2) working days of delivery of the products. A copy will be sent to White Industry. The products are packaged in compliance with the standards of transport of force, and with the aim of ensuring an optimal protection of the products during their transport. The Customer is asked for any return for any reason, to respect these same standards. In the event of a product return, if it is found that the product has been damaged due to insufficient quality packaging, White Industry may decide to only partially refund the product or refuse to reimburse it if impossibility of resale in the state.

12. Force Majeure

Expressly are considered as force majeure, in addition to those usually retained by law: Total or partial strikes, internal or external to the company, blocking means of transport or supply for any reason, restrictions governmental or legal, computer failures, blockage of telecommunications including networks and especially the Internet. The occurrence of a case of force majeure will suspend, as of right, the execution of the order. If beyond a period of three (3) months, the parties note the persistence of force majeure, the order will be automatically canceled, unless otherwise agreed by both parties.

13. Withdrawal of the Products in the absence of the recipient

In case of absence of the recipient at the time of delivery, the factor will deposit a notice of passage to the delivery address indicated by the Customer. The products must be removed at the address and in the manner indicated. In the event of non-withdrawal within the deadlines set by the Post Office or the carrier, the products will be returned to White Industry which reserves the right to refund the price of the products to the Customer, the shipping costs remaining the responsibility of the Customer.

14. VAT - Tax - Customs duties

For deliveries within France, the prices take into account the VAT applicable on the day of the order. Deliveries are made only on French soil, including Corsica, DOM-TOM.

15. Transfer of ownership

The ordered products remain the property of White Industry until the final and full payment of their price. The transfer of risks to the Customer occurs upon delivery of the products to the carrier. The products travel at the risk of the Customer. It is the same in case of sending or returning products carried Franco port. During the withdrawal period mentioned below, the Customer is responsible for the thing as a guardian. In case of deterioration or destruction of the product during the custody of the Customer, the latter will suffer all the consequences.

16. Complaints

Claims for non-compliance of the product (s) delivered with the order must be made in writing directly to White Industry immediately

upon receipt. The Customer must keep the packaging and the delivery note. In the event of an error on the product, the Customer undertakes to return the product (s) concerned within 14 days of receiving it to White Industry under the condition that they are returned without opening their packaging, in their condition and original packaging with the accompanying documents. Upon receipt of the product in due form, White Industry will return, at its expense, the product (s) initially ordered (s).

17. Returns and right of withdrawal

White Industry wishes to guarantee total satisfaction for the Customer. If the Customer does not wish to keep a product, he has a period of 14 days after receipt to inform White Industry and 14 days to return the product (s). To return a product, the Customer must first contact the customer service of White Industry by phone or e-mail (contact@turbopell.com), mentioning its order number. White Industry reserves the right to refuse a return if the Customer has not contacted the customer service in advance and within the required time. White Industry will indicate the address to which the Customer must return his order. Any returned product must be in its original packaging, under the conditions in which the Customer has received it, must not have been used nor have suffered damage. White Industry will refund the Customer the amount of the returned product (s) within thirty (30) days after receipt of the products. Delivery charges are not refundable. Refunds are usually made by bank transfer, so the Customer must send his bank details by email (including IBAN and BIC code). If the product has a defect under the legal warranty of hidden defects, White Industry will bear the cost of return in a reasonable amount and upon presentation of receipts. White Industry can not be held responsible for the refund or compensation in case the products have been lost, stolen or damaged, or if it has been used inappropriately or diverted from its original purpose.

18. Cancellation

If the Customer wishes to modify or cancel his order, he will have to send as soon as possible an e-mail to the address: contact@turbopell.com by mentioning the reasons for this modification or cancellation. White Industry reserves the right to refuse these changes. Knowing that White Industry will do its utmost to satisfy the Customer's request. However, from the moment the Product (s) shipped (s), the order can no longer be canceled or modified.

19.? Personal and personal data

The personal data of the user of the Site (surname, first name, company name, function, e-mail and geographical addresses, telephone and fax numbers) are collected by White Industry for the purposes of a good management of orders, deliveries and invoices, and in compliance with the provisions of the Data Protection Act No. 78-17 of 6 January 1978 and the relevant Community provisions. The Customer may object to such communication and has the right to access, modify, rectify and delete data concerning him by sending an e-mail to contact@turbopell.com or by mail to White Industry customer service. In no case this information will be transmitted to partner companies, unless prior written consent from the Customer. By placing an order on the Site, the Customer simultaneously accepts to receive communications from White Industry (news letters, special offers, mailings ...). In the event that the Customer does not wish to receive more communications, he may inform White Industry in writing at any time (e-mail or mail).

20. Errors - inaccuracies

White Industry constantly updates the information published on the Site. However, it is impossible to guarantee the absence of error on the Site. The Site may contain typing errors, errors, inaccuracies or omissions, some of which may relate to the price and availability of the Product and the description of the Product itself. White Industry reserves the right to correct errors, inaccuracies or omissions including after the sending of an order and also reserves the right to change or update the information at any time without notice.

21. Electronic signature

The «validation click» is an electronic signature. This electronic signature has the same probative force between the parties as a handwritten signature.

22. Intellectual Property

White Industry manages the Site which remains its exclusive property. White Industry directly or indirectly uses external service providers, creates and uploads web pages, images and source scripts, the basic data constituting the Site. The Site is also protected

under the national and Community rules applicable to databases and in particular the sui generis right. In this respect, White Industry prohibits any reuse or extraction of legally prohibited data. The Customer agrees not to distribute or reproduce the Site, in whole or in part, in any form whatsoever. The SAS WHITE INDUSTRY has the exclusivity of the brands and products distributed by itself on the French soil as well as all the elements specific to White Industry such as: the logo, the graphic charter, any element of visual identity or Communication. The Customer acknowledges the exclusive rights existing on the Brand and any other creation that may be attached thereto, and refrains from making any use whatsoever and more generally from infringing the intellectual and industrial property rights of White Industry and the Site. White Industry reserves the right to claim damages in the event of counterfeiting and, more generally, infringement of its intellectual and industrial property rights. In addition, the Customer is informed that the Products offered for sale on the Site are protected for certain brands, designs and other similar or complementary intellectual property rights and / or industrial. The Customer also agrees not to harm them.

23. Entire Agreement

These General Terms and Conditions of Sale express the entire obligations of the parties. No other general or particular condition communicated by the Customer will be able to integrate or derogate from these general conditions. The general conditions of sale displayed when placing an order are those that apply to the contract. White Industry reserves the right to modify these general conditions of sale.

24. No waiver

The fact that White Industry does not claim a breach by the Customer of any of its obligations could not be interpreted as a waiver of the obligation in question and to take advantage of this breach later.

25. Nullity

If one or more stipulations of the present general conditions are held for invalid or declared such according to a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will keep all their force and their reach.

26. Applicable law and competent courts

These general conditions are subject to French law. In case of dispute on the merits or the form; the French courts will have sole jurisdiction.