

## **General Conditions for Making Available the Cdiscount Marketplace via the Hosting Site on www.cdiscount.com**

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## **PRELIMINARY ARTICLE: DEFINITIONS**

Cdiscount Marketplace: technical platform for online sales that connects the Sellers and Purchasers with a view to concluding contracts of sale for the Products on the Site.

CNOVA PAY: company providing payment services in accordance with the Payment Service Framework Contract.

GCMA: General Conditions for Making Available applicable to the contractual relationship between Cdiscount Marketplace and each Seller.

GCU: General Conditions of Use of Cdiscount Marketplace, intended for the Purchasers and applicable to the Sellers.

GDPR: means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Hosting Site: CDISCOUNT SA (RCS Bordeaux 424 059 822) company hosting the Cdiscount Marketplace technical platform.

Product(s): Goods or service(s) sold online by the Sellers for the Purchasers' profit on the Site.

Purchasers: consumer or professional client(s) buying Products from the Sellers on the Marketplace technical platform of the Site.

Seller(s): Professional(s) offering Products for sale to Sellers on Cdiscount Marketplace.

Seller Payment Account: payment account opened with CNOVA PAY dedicated to the Seller, to ensure the repayment of the sums belonging to the Seller for the sales of Products which it makes with the Purchasers in accordance with the CNOVA PAY Payment Service Framework Contract

Seller Space: the Seller's personal interface provided by the Hosting Site from which he/she/it can manage his/her/its store hosted on Cdiscount Marketplace.

Site: means the online sales site as well as the mobile application for consumer and professional Purchasers available at the URL [www.cdiscount.com](http://www.cdiscount.com).

Subsidiaries: means the companies controlled directly or indirectly by the Hosting Site within the meaning of Article L. 233-3 of the French Commercial Code.

### **1. PREAMBLE**

The Hosting Site shall make available to the Sellers the technical platform named Cdiscount Marketplace, where they can show and sell their Products on the Site.

The Seller – Hosting Site relationship shall be governed by the General Conditions for Making Available the Cdiscount Marketplace (GCMA) and its appendices:

- Appendix 1: Procedures for Selling the Seller's Products

- Appendix 2: Amounts Due to the Hosting Site
- Appendix 3: Imperative delivery conditions
- Appendix 4: CNOVA PAY Payment Service Framework Contract
- Appendix 5: Charter of Good Practice
- Appendix 6 (optional): Cdiscount Fulfilment General Terms of Service

These documents form an indivisible whole. Optional appendices may derogate from certain provisions in the GCMA and where appropriate prevail over the latter.

## **2. PURPOSE**

The GCMA are designed to govern the legal relationship between the Hosting Site and the Seller for the marketing by the latter of its Products through the Cdiscount Marketplace service.

## **3. REGISTRATION OF THE SELLER IN THE CONTEXT OF THE “CDISCOUNT MARKETPLACE” SERVICE USER**

### **3.1. Registration to the Cdiscount Marketplace service**

The following may register as Sellers on Cdiscount Marketplace: corporate entities (including individuals with the capacity of selling Products professionally), registered in the Register of Commerce and Companies or the Trade Register for companies whose registered office is on French territory and with any equivalent register for companies whose registered office is in another territory, acting in the context of their usual business activity, and regularly declared as such with the relevant tax and social security authorities.

Prior to registering with Cdiscount Marketplace, the Seller:

- has access to these GCMA, the Good Practice Charter and the GCU, which he/she/it undertakes to read;
- must ensure and guarantee that the conditions of sale that he/she/it applies to the Purchasers are in accordance with the legal and regulatory requirements of the countries where Products may be delivered, the applicable professional charters, these GCMA, the Good Practice Charter and the GCU;  
declares that his/her/its headquarters, or all or part of his/her/its business, is not conducted within one or several countries under any sanction, restrictive measure, total or partial embargo or legal prohibition, European regulation or international decision, of which lists have been provided by the French and/or international authorities (including the Financial Action Task Force (FATF)) and/or the United Nations (United Nations Security Council resolutions).

To register with the service, the Seller must complete accurately and exhaustively the application form for a Cdiscount Marketplace account. The Hosting Site reserves the right at its discretion to request any additional supporting documentation, including after the Seller has registered, bank details for a banking institution providing sufficient guarantees, located in one of the countries in the Single Euro Payment Area (“SEPA”) and having the legal entity registered on the Cdiscount Marketplace as its account holder.

For this registration, the Seller shall state his/her/its acceptance of the GCMA, the Charter of Good Practice, the Hosting Site's applicable GCU and, if appropriate, the Cdiscount Fulfilment General Terms of Service.

The Seller must notify the Hosting Site spontaneously, via the Seller Space, of any change to the information communicated at the time of their registration and shall be liable for any failure to comply with this obligation.

The Seller acknowledges and accepts that his registration on Cdiscount Marketplace is conditional upon the opening of the Seller Payment Account in accordance with the CNOVA PAY Payment Service Framework Contract annexed hereto.

A single legal entity can only have one Seller account.

The Hosting Site reserves the right to validate or reject any request for registration.

Once the Seller has completed his/her/its registration, he/she/it may proceed to market his/her/its Products on the Site.

The Seller has a single interface, the Seller Space, to administer his/her/its catalogues and sales. Access to this space and the functions required to place offers online does not incur an additional charge to the Seller and is included in the his/her/its subscription fee.

If false information was provided at the time of registration or if a Seller fails to notify of a change, the Hosting Site may proceed to lawful termination thereof, under the conditions indicated in item 12.2 "Sanctions in the case of failure by the Seller to meet his/her/its obligations" of this document, of the said Seller's registration with Cdiscount Marketplace, it being specified that the current subscript shall remain due.

### **3.2. Identifier/Password:**

A Seller may access his/her/its account for the first time by using a temporary password of which it will be informed by the Hosting Site upon registration. The Seller shall replace this password with a password of his/her/its choice upon first connection to his/her/its Seller Space.

The Seller Space makes it possible to create a Product catalogue and manage the placing online of its Products, to validate the availability of Products for each order placed by a Purchaser, to track the dispatch of its consignments, and to review the history of the sales it has performed via Cdiscount Marketplace.

The use of this account and the password associated with it is strictly personal to the Vendor and restricted, from the closing of its shop, to the time necessary to enable it to comply with his obligations hereunder.

The seller shall be solely liable for the security of his/her/it identifier and password. Disclosure to a third party is not permitted. The identifier can only be used to obtain access to Cdiscount Marketplace and the services offered on it. The Seller is solely liable for all of the actions performed in its name. If unauthorised persons have learned its identifier and/or password, the Seller is required to change it/them as soon as possible.

Furthermore, the Seller shall refrain from using the Cdiscount Marketplace platform using the identifier of another person.

Finally, the Seller is prohibited from stating or suggesting in the name of his/her/its shop as well as in its comments or any external hypertext, a link to Cdiscount Marketplace. The Seller's pseudonym

shall not be represented by a domain name (such as jean-pierre.com). His/her/its identifier as well as the comments accompanying his/her/its offer should not include such references as “www”, “.fr”, “.com”, “.net”, etc. Furthermore, the Seller agrees to refrain from using a shop name that could create a risk of confusion with the Hosting Site, especially by using the term “discount”, or with any other intellectual property right for which he/she/it is not the title holder. Should a Seller fail to comply with these conditions, the Hosting Site may suspend the Cdiscount Marketplace Seller’s account until the Seller makes the necessary changes. Under such circumstances, the Seller’s offers will be withdrawn from the Site. If the Seller refuses to make this change, the Hosting Site reserves the right to proceed to closure of the account for failure to perform under the conditions of the GCMA.

#### **4. CONDITIONS OF USE OF THE CDISCOUNT MARKETPLACE SERVICE**

##### **4.1. Conditions for placing products on the marketplace**

The Seller may freely decide which Products it wishes to offer on Cdiscount Marketplace, the sale price of its Products and the conditions of sale thereof. Nevertheless, the Seller must respect the obligations provided in the contractual documents listed in the “Preamble” and in particular Appendix 1 of the present GCMA as well as any other instructions (guides, communications, etc.) that may be sent by the Hosting Site.

The Hosting Site draws the Seller’s attention to the fact that Cdiscount Marketplace benefits from high netsurfer traffic. The significance of this traffic is liable to have a material impact on the Seller’s business.

- The Seller shall at all times ensure that its offers are adequately stocked and that he/she/it is capable of processing the orders it receives, in order to ensure compliance with his/her/its legal and contractual obligations as Seller.

The Seller being solely responsible for its activity in Cdiscount Marketplace, both prior to sales (especially the choice of offers placed on line and the volume of business generated) and thereafter (especially compliance with the delivery deadlines and processing customer requests), the Hosting Site shall not be held liable for the commercial success or lack thereof or any situation of economic dependency.

##### **4.2. Accessory goods and services**

In the event of technical constraints within the purchasing process, the Seller may offer services that are accessory (for example: commercial guarantees) to his/her/its Product. The service price must be included in the sale price and its terms must be detailed in the Seller’s general terms of sale and in the product sheet.

The Hosting Site requires the Seller, for certain types of reconditioned Products, that the Seller offers consumer Purchasers a twelve (12) month commercial warranty. The Seller will be informed, on its Seller Space, of the Products concerned.

The Seller is hereby informed that Cdiscount, in addition to the items it makes available for sale, offers a number of paying services.

##### **4.3. Product ranking**

The Products sold on the Site, whether Products sold by Cdiscount or by the Seller, are arranged into different product categories (for example: household appliances, IT, Toys/Games).

When a Buyer uses the Site's search engine, the default category (which is displayed under the words "your selection") is the one that is most pertinent to the Buyer's search.

In order to establish a selection of offers available on the Site that is most suited to the Buyer's search, the algorithm of the Site's search engine uses various factors related to the Seller's offer.

The first criterion to determine whether an item appears in a given product category is the wording.

As such, only Products that contain words that correspond to the Buyer's search in their title, description or content will appear in the search result.

Products are then ranked according to the two main factors presented below in decreasing order of priority:

- the Product' popularity: a product recently seen and sold numerous times will appear ahead of less popular products
- the price and means of delivery: how attractive the price is and the terms of delivery offered are taken into account; it is noted that the offers of marketplace Sellers who have adhered to the programmes and services that offer the Buyer free, fast delivery (CDAV programme) will be optimised in the ranking.

It is also noted that:

- certain positions in the list of results are automatically set aside for offers for which Cdiscount receives remuneration from the Seller, in which case the word "sponsored" will appear next to the offer.
- Cdiscount can, during certain peak periods (for example: Christmas) decide to modify the ranking and optimise the most pertinent products/product lines.

## **5. ROLE OF THE HOSTING SITE**

**5.1.** The Seller and the Hosting Site are only contractually linked to the extent that the Hosting Site makes available to Sellers, in the context of the present GCMA, a technical platform making it possible to perform sales.

In this respect, no contract of sale exists between the Hosting Site and the Purchaser; the contract of sale is established between the Seller and the Purchaser.

The Hosting Site shall not be responsible for information concerning the Product that is the subject of the sale, especially the veracity, accuracy and completeness of the description thereof.

The Hosting Site collects and uses all navigation and sales data (browsing history, results of searches on the internal engine, sales history, customer opinions, etc...) of Internet users and Purchasers of the Site. This data is intended to optimize the presentation tools of the Products and is therefore not communicated to the Seller.

**5.2.** The Hosting Site is not involved in negotiation and performance of the contracts entered into between a Seller and a Purchaser in Cdiscount Marketplace and is therefore not required to intervene in any disputes that may arise between the Seller and the Purchaser.

In the interests of defending the visitors to his/her/its site and his/her/its brand image, the Hosting Site nevertheless reserves the right to intervene in the resolution of any dispute and the Seller undertakes to comply with the solution that may be found through the intervention of the Hosting Site.

**5.3.** The Seller specifically recognises that the Hosting Site has under no circumstances the status of a reseller of the Products he/she/it offers in Cdiscount Marketplace. Consequently, the Hosting Site shall not assume:

- any cost connected with the purchase of Products sold by the Sellers via Cdiscount Marketplace;
- any cost connected with the financing of the Seller's stock, to the loss of stock or unsold items;
- any cost connected with sales promotion;
- any investment specific to the Products and more widely to the Seller's business.

## **6. PAYMENT AND TERMS OF PAYMENT**

### **6.1. Product Payment by the Purchaser**

#### **6.1.1.**

The Purchaser shall pay for the Product purchased on the Hosting Site via Cdiscount Marketplace using the means of payment offered on the Hosting Site such as:

- credit or debit card accepted at the Site;
- payment in several instalments;
- any other mean of payment accepted by the Hosting Site.

The Hosting Site shall be responsible for the collection of funds paid by the Purchasers to the Seller and shall cover the costs of non-payment due to credit card fraud (i.e. fraudulent purchases due to the theft or unauthorised use of information about credit cards) given the Seller did follow the procedures indicated by the Hosting Site when appropriate, in order to limit said frauds. The Seller, for its part, shall remain responsible for all other costs and expenses linked to such fraud such as the cost of recovering the Products.

It is nevertheless agreed that the Hosting Site shall not cover the costs of non-payment that are due to credit card fraud:

- In connection with any of the Seller's products that were not despatched in strict compliance with the selling and despatch procedures enclosed with the present GCMA;
- or in any case in which the Hosting Site shall have alerted the Seller of the risk of fraud.

The Seller shall accept all other risks of fraud, theft or loss the cost of which is not transferred to the Hosting Site under the present GCMA.

**6.1.2.** The Hosting Site reserves the option to charge the Seller commission under the terms of Article 6.2 depending on the payment method chosen (except bank card).

The Seller undertakes to accept the payment method chosen by the Purchaser.

**6.1.3.** The Seller shall send an invoice to the Purchaser, either in the parcel, or through sending it to the Purchaser's postal address, or via email.

**6.1.4.** The Seller shall not reimburse the Purchaser away from the Hosting Site. He/she/it must use his/her/its Seller Space to make all reimbursements or adjustments for sales it has made via Cdiscount Marketplace; on its order, the Hosting Site shall re-credit the Purchaser accordingly.



The Seller shall cover the cost of returning the Product in the case of a reference error for which the Seller is liable, for updating a legal guarantee of compliance, or if a Product proves to have been damaged when unpacked or for any other reason for which the law requires a Seller to cover the costs of return of an item.

## **6.2. Commission and management fees in several payments by Purchaser**

**6.2.1.** The Hosting Site shall charge the Seller commission on each Product order accepted by the Seller. The total commission applicable to each Product category is stated in Appendix 2 of these GCMA. The amounts due to the Hosting Site applicable to a sale are those stated in the applicable price list at the time the Purchaser placed an order for the Product in question.

Commission on sales due to the Hosting Site fall due as soon as the Purchaser has paid the price of sale in full or by the first due date for payments in several instalments.

The commission remains acquired by the Hosting Site where the sale is cancelled or unpaid for any reason for which the Hosting Site is not liable, including in cases where the sale is automatically cancelled because the Product has not been despatched within the deadlines advertised by the Seller or has not been prepared within the maximum period provided for in Article 1 of Annex 3 of the GCMA, given that the service has been provided by the Hosting Site.

However, even though the service has been provided by the Hosting Site, the commission is paid back to the Seller, in circumstances in which the Purchaser cancels the order before despatch or exercises his/her right of retraction after delivery of the Product.

**6.2.2.** The Hosting site shall charge the Seller with management fees for each Product sold by the Seller for which the Purchaser opted for payment in several instalments. The amounts of these management fees are mentioned in Appendix 2 of the present GCMA.

**6.2.3.** The invoicing of the aforementioned commission and management fees shall be done daily and drawn based on ten-day periods.

**6.2.4.** The amounts due to the Hosting Site are liable to become the subject of permanent or temporary change, especially on the occasion of events of a promotional nature (such as, days on which sales are free) or the launch of new services. These changes will come into effect on the date indicated in the communication concerning the temporary promotional event or the new service at the site.

## **6.3. Repayment of the proceeds of sales to the Seller**

**6.3.1.** Payment of the proceeds of Product sales is made by the Hosting Site to the Seller by bank transfer and except duly justified exception to the Hosting Site or agreement of the latter to a bank account in the name of the Seller, in accordance with the CNOVA PAY Payment Service Framework Contract annexed hereto.

For each deadline, the total payment corresponds to the amounts become available – under the conditions of article 3.4 of the CNOVA PAY Payment Service Framework Contract – during the previous ten-day period, minus commissions, any other amount due by the Seller to the Hosting Site and the sums already paid to the Seller.

Table summarising the payments per ten-day period:

The 21<sup>st</sup> of the month M

The 1<sup>st</sup> of the month M + 1

The 11<sup>th</sup> of the month M + 1

*Note: The Hosting Site may postpone the payment according to the actual delivery date if the Hosting Site is able to establish this date based on the tracking number provided to the Hosting Site by the Seller.*

The Seller shall hold a business banking account and ensure that its bank account details have been provided correctly (especially the IBAN number). If the Seller has provided incorrect bank details on its Cdiscount Marketplace account, he/she/it cannot engage the liability of the Hosting Site for non-payment of the proceeds of his/her/its sales.

#### **6.3.2. Note:**

- For the first payment, the payment date shall be calculated within a minimum of thirty (30) days after the Seller's first sale. Following a change of bank account details by the Seller, the payment date may be postponed by a maximum of twenty (20) calendar days following receipt by the Hosting Site of all documentary evidence requested by the Hosting Site.

IN ORDER TO PROTECT THE PURCHASERS, AND DURING THE TIME NEEDED FOR ANY INVESTIGATIONS CONCERNING THE ACTIONS AND/OR PERFORMANCE BY THE SELLER OF HIS/HER/ITS OBLIGATIONS IN THE CONTEXT OF SALES CONCLUDED WITH THE PURCHASERS, THE HOSTING SITE RESERVES THE RIGHT TO DELAY PAYMENT OF ALL OR PART OF THE AMOUNTS DUE TO THE SELLER, IN PARTICULAR IN THE EVENT OF THE INFORMATION MADE AVAILABLE TO THE HOSTING SITE, PARTICULARLY WITH REGARD TO THE PURCHASERS' CLAIMS, LEADING TO THE CONCLUSION THAT THE SALES MADE BY THE SELLER RISK GENERATING AN ABNORMAL NUMBER OF CLAIMS.

ACCORDING TO THE RESULT OF THE INVESTIGATIONS OF WHICH THE SELLER WILL BE INFORMED, THE HOSTING SITE SHALL PAY ALL OR PART OF THE AMOUNTS DUE TO THE SELLER.

#### **6.4. Reserve for guarantee**

The Seller recognizes and accepts that a reserve for guarantee is set up and maintained for the benefit of the Hosting Site. This amount of flat-rate guarantee will be held by the Hosting Site in order to guarantee compliance with the Seller's obligations towards the Hosting Site and allow the latter to protect itself against the risks it undergoes. The amount of this guarantee will be calculated by the Hosting Site in proportion to the risks to which it is exposed. This amount may be adjusted in consideration of the variation in the risks to which the Hosting Site is exposed.

The aforementioned guarantee is maintained for the entire duration of the contractual relationship with the Hosting Site and for a period not exceeding twelve (12) months after its termination.

#### **6.5. Terms of payment**

Unless stated to the contrary, all the amounts due to the Hosting Site are indicated in euros (EUR) to include all taxes. It is the Seller's responsibility to pay all of the amounts and taxes applicable that are the result of the use of the Hosting Site.

The Hosting Site reserves the right of checking the information provided by the Seller through the Cdiscount Marketplace interface and automatically deduct payment from the Seller's bank card or

debit the Seller Payment Account or the Seller's bank account for any amount effectively due to the Hosting Site, something that the Seller acknowledges and accepts by subscribing to Cdiscount Marketplace service. The Seller must provide the Hosting Site with his/her/its bankcard details for this purpose. The Hosting Site further reserves the option of requiring the Seller to provide his/her/its bank details and to sign a standing order of the type used in the SEPA, and the Seller acknowledges and accepts this from the outset.

Offsetting shall legally take place, whether or not the legal conditions for compensation are present, between the amounts due from the Seller to the Hosting Site and those due from the Hosting Site to the Seller.

Consequently, the Seller specifically agrees that offsetting the amounts due from the Seller to the Hosting Site, whether under the present GCMA or through any other commercial relationship that the Parties may maintain elsewhere, with all the amounts due from the Hosting Site to the Seller, for whatever reason, is paid automatically and immediately.

Pursuant to the legal dispositions in force, CDISCOUNT is obliged to notify the Seller that in the event of late payment, interest on arrears will be charged automatically starting from the invoice due date, at a rate equal to three (3) times the legal interest rate, plus a lump sum set by decree for recovery costs.

## **7. INTELLECTUAL PROPERTY**

### **7.1. Licence granted to Hosting Site by Seller**

The Seller grants to the Hosting Site and its subsidiaries, on a free and non-exclusive basis, a license to use and operate on:

- its distinctive elements (trademarks, corporate name, trade name, logos, etc...) of which it is the owner or holder of the rights, and
- all other graphic elements, photos, videos or texts, including the information contained in the product sheet, provided by the Seller,

(hereinafter together the "**Content**")

and this, for the whole world, freely transferable to any third party, on any support, for the duration of protection of the rights relating to the Content (copyright, trademark rights and their possible renewals...), and for any type of exploitation, in order to ensure the promotion and marketing of the Products of the Seller.

This license includes in particular:

- the right to reproduce the Content, which includes the right to fix, digitize, reproduce, edit the Content, in whole or in part, without limitation of number, by any means, processes or modes of communication and on any media including paper media (such as, in particular, brochures, advertising leaflets, books), newspapers, magazines, internal or external documents), magnetic, optical, digital, computer, telematic, electronic, film, video cassettes, digital optical discs (such as CD-ROM, CD-I, DVD-ROM) or any other known or unknown media, now or in the future;

- the right to adapt the Content, which includes the right to adapt, correct, translate, arrange, digitize, retouch, cut, evolve, modify the Content or its support, delete the Content, in whole or in part, assemble it with or integrate it into any other existing or future work (such as, in particular, any database or any other computer program for any exploitation thereof), in any form and by any means, processes or modes of communication known or unknown to date, and in particular, on paper media (such as, in particular, brochures, advertising leaflets, books, newspapers, magazines, internal or external documents), magnetic, optical, digital, computer, telematic, electronic, film, video cassettes, digital optical discs (such as, in particular, CD-ROM, CD-I, DVD-ROM), or any other medium known or unknown to date, now or in the future; the right to translate includes the right to translate and have translated this Content, in any written or spoken language, whether or not accessible to the general public, and in all types of computer language;
- the right of representation, which includes the right to represent, privately or publicly, to distribute, broadcast all or part of the Content, free of charge or against payment, to any public, by any means or process, present or future, and in particular by any means of telecommunication, by cable and satellite, by hertzian, optical, wired, via networks (and in particular minitel-type networks, internet, extranet, intranet), all computer, electronic communication and audiovisual processes (in particular digital and/or interactive television, cable broadcasting), known or unknown to date;
- the right of use, consultation and commercial exploitation of all or part of the Content, on a personal basis or for the benefit of third parties, in any form, whether for payment or not;
- the right to exploit the Content with third parties, in whole or in part, in any form whatsoever, in particular by assignment, license or any other type of contract, whether free of charge or against payment, temporarily or permanently.

Each of the foregoing rights applies to any modifications, updates, improvements or developments that the Seller may make to the Content.

However, it is understood that the Hosting Site will not modify any of the distinctive signs of the Seller provided within the framework of the Cdiscount Marketplace Service, except to resize them to the extent necessary for presentation, for example in cases where online presentation or ergonomic constraints would require it, as long as the proportions remain the same.

The Hosting Site creates and provides the matrices of the product sheets (structure, field, hierarchy of the fields...) and keeps the exclusive property of it. As such, any form of total or partial copy, vacuuming and reproduction of the product sheet matrices produced and used by the Hosting Site are strictly prohibited without its prior written consent.

## **7.2. Licence granted to Seller by Hosting Site**

The Seller acknowledges and accepts to hold a non-exclusive licence to use elements protected by copyright and that he/she/it may use in application of the present GCMA, including in the Seller Space (hereinafter referred to as the “Protected Elements”) in exchange for the payment of his/her/its subscription. This licence is granted for the duration of the GCMA, is unassignable and may not be deemed as a transfer of ownership. The Seller therefore agrees to refrain from directly or

indirectly selling, transferring, lending, sublicensing, delegating or giving to a third party, even gratis, any right to use the Protected Elements.

In any case, the Seller undertakes to not:

- try to copy, change, reproduce, create any by-products, alter, create a mirror, republish, download, display, forward or distribute all or part of the Protected Elements under any form, on any medium and by any means whatsoever;
- try to take apart, conduct any reverse engineering or make understandable by any other means all or part of the Protected Elements;
- access all or part of the Protected Elements with the view to design a competitive solution;
- access the Protected Elements as a source code or unlocked code with comments;
- use a robot, spider, website scraping or crawling tool or any other means used to harvest or index all or part of the Protected Elements;
- try by any means to delete, circumvent any technical safety measures (TSM), nor to use or make with the view to sell or hire, import, distribute, sell or hire, offer for sale or hire, promote the sale or hire of or stock for any private or commercial use any means used to facilitate the deletion or unauthorised avoidance of the TSM;
- use the Protected Elements to provide services to third parties or grand a subcontract, sell, hire, transfer, assign, distribute, display, disclose, use for commercial purposes or make the Protected Elements available by any other means to a third party.

## **8. LIABILITY OF THE HOSTING SITE**

The Hosting Site shall implement all of the resources available to it to ensure the performance of the services that are the subject of the present GCMA but does not guarantee that the Hosting Site, including Cdiscount Marketplace and the services associated therewith, shall be permanently available.

Pursuant to the French law n°2004-575 of June 21st, 2004 on confidence in the digital economy, The Hosting Site can only be held liable for disputes (especially actions for counterfeiting, forgery or passing off) concerning the information communicated by the Seller on Cdiscount Marketplace (texts, images, photographs, trademarks, logos, etc.), if the Hosting Site has not reacted promptly to remove them from the Site or to make access impossible, following receipt of a notification in accordance with the aforementioned text.

The liability of the Hosting Site shall be limited to the reparation of direct and foreseeable damages within the limit:

- regarding an order, of the selling price that is the subject of the dispute; or
- regarding any other case, of the amount of commissions received for the Seller's activity during the month preceding the event giving rise to liability

Under no circumstance may the Hosting Site be held liable for any indirect damage such as loss of earnings or profit, losses or alterations to data, damage to the image, etc.

The above liability restriction shall be inapplicable:

- In the case of dishonesty or gross negligence by the Hosting Site;

- In the case of corporeal damage, claims based on liability due to defective products.

## **9. SELLER'S LIABILITIES AND WARRANTIES**

### **9.1. Liabilities with respect to the Hosting Site and/or third parties.**

The Seller shall be solely liable for damages and liability of all types caused to Purchasers and to any other third party due to the content he/she/it places on line on Cdiscount Marketplace, Products he/she/it offers thereon and the sales he/she/it enters into therein. Consequently, the Seller waives the right to involve the liability of the Hosting Site in the case of a legal action or litigation (especially for counterfeiting, forgery or passing off or for an attack on distribution network, legal action by a Purchaser, an administration, etc.) concerning the information communicated by the Seller on Cdiscount Marketplace (text, images, photographs, trademarks, logos, etc.) concerning the Products or the sale thereof.

### **9.2. Warranties by the Seller**

#### **a. Against the actions of third parties other than the Purchasers**

The Seller declares and warrants to the Hosting Site:

- That he/she/it is the owner of the intellectual property rights that enable it to make available the information communicated (text, images, photographs, trademarks, logos, etc.) to the Hosting Site, to publish them on Cdiscount Marketplace and the latter are not liable to harm any third-party rights nor existing laws and in particular provisions regarding defamation, insult, privacy, image reproduction rights, breach of moral standards and do not constitute, in whole or in part, counterfeiting, forgery or passing off nor unfair competition, nor parasitism;
- That he/she/it is the owner of the rights necessary for the sale of the Products via Cdiscount Marketplace and that these Products do not infringe any third-party rights throughout the world, and especially their sale in Cdiscount Marketplace does not harm a selective or exclusive distribution network.

If all or part of the Product or the content provided by the Seller becomes the subject of a dispute, claim or legal action by a third party for counterfeiting, forgery or passing off or is in breach of any other third-party right, the Seller undertakes to inform the Hosting Site accordingly in writing and without delay.

The Hosting Site reserves the right to withdraw the Product or the Seller's content as soon as it receives written notification informing it of the potentially fraudulent nature or otherwise prejudicial nature for a third party of the said Product or content. At any event, the Seller undertakes to provide a reply to any third party availing itself of a breach of its rights within eight days and to resolve any dispute resulting from this incident as soon as possible and at the latest within (1) one month of the date of communication of the claim by the Hosting Site or from the claim when this is addressed directly to the Seller. The Seller shall maintain the Hosting Site and its administrators free of any costs they may be required to pay for the defence of their interests and for compensation to a third party for a transaction or legal decision.

#### **b. Against the actions of third parties having the legal status of Purchasers**

The Seller acknowledges that the Hosting Site is not a party to the sales into which he/she/it enters with the Purchasers on Cdiscount Marketplace. Consequently, the Seller shall keep the Hosting Site

and its administrators free of any costs that it may be required to commit for the defence of its interests and to compensate any Purchaser under an amicable agreement, settlement or court judgment.

## **10. INSURANCE**

The Seller declares that it has taken out an insurance policy with a reputable insurance company doing business in France for all the financial consequences of its civil liability, whether professional, delictual, and/or contractual, due to damages whether physical, material and immaterial, suffered by the Hosting Site or any third party in the context of activity under this contract. In this respect, the Seller agrees to pay the premiums and contributions relating to that insurance policy and generally to comply with all obligations to cover all its activities.

The Hosting Site declares in turn that it has taken out an insurance policy covering all the financial consequences of its civil liability, whether professional, delictual, and/or contractual, for services provided in the context of activity under this contract.

## **11. DURATION – CHANGES TO THE GCMA**

### **11.1. Duration**

Sellers are allowed to register for an unlimited period.

### **11.2. Changes**

The Hosting Site reserves the option of making changes to the GCMA. The Seller shall be informed of any changes via e-mail, sent by the Hosting Site fifteen (15) calendar days before the amended GCMA date of entry into force, except in the event of:

- an emergency application of a legal or regulatory obligation, or
- an overriding requirement, or
- changes made in favour of the Seller in compliance with the Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services;
- new services made available on line.

The Seller shall be free to accept the amended GCMA or terminate his/her/its use of Cdiscount Marketplace service, as per the GCMA

The Seller may freely forgo this notice period by providing a written statement or by taking clear affirmative action. The act of placing a new offer of products on line shall be deemed to be a waiver of the notice period except in the event of more than fifteen (15) days' notice related to the need for significant technical changes on the part of the Seller.

## **12. SUSPENSION – TERMINATION – CLOSURE OF ACCOUNT**

### **12.1. Termination at the initiative of the Parties**

#### **12.1.1. Termination at the initiative of the Seller**

A Seller may only end his/her/its registration with Cdiscount Marketplace on the Site at any time, by clicking the button marked “cancel my subscription” to be found on his/her/its Seller Space.

The closure of the account in question becomes effective immediately following the request for termination of the subscription by the Seller.

#### **12.1.2. Termination at the initiative of the Hosting Site**

Unless otherwise stipulated, the Hosting Site has the option to cancel the Seller’s registration with providing at least three (3) months’ notice, at any time.

### **12.2. Sanctions if the Seller fails to comply with his/her/its obligations**

#### **12.2.1. Failure to comply with the levels of service**

a) Failure by the Seller to comply with any of the minimum levels of service indicated in Appendix 1 shall result in the suspension of the Seller’s Account following despatch of an official notification sent via email by the Hosting Site to the Seller and that has remained unproductive at the end of a period of thirty (30) calendar days. Upon failure by the Seller to comply with the minimum levels of service indicated in Appendix 1 at the end of this period, the Seller’s Account may be closed within a period of 30 days after the Seller has been sent notification.

b) Failure by the Seller to comply with one of the minimum levels of service indicated in Appendix 1, observed on two (2) occasions during a rolling period of twelve (12) months, may, depending on the seriousness of the non-compliance, lead to the lawful termination of the Seller’s Account, without formalities, without notice.

c) The Hosting Site reserves the right to suspend or cancel the Seller’s account immediately in the case of major failure to comply with the indicators that are the subject of the levels of service (for example: an abnormally high number of claims by Purchasers). In particular, the Hosting Site shall reserve the right to suspend all or part of the Seller’s offers if the rate of claims exceeds 3% within the last thirty (30) or sixty (60) days.

#### **12.2.2. Other failures by the Seller to comply with his/her/its obligations**

Any breach, failure to perform or poor performance by the Seller of his/her/its obligations under the GCMA may result in the following penalties:

- the immediate, temporary or definitive retraction of litigious offers by the Seller;
- temporary or definitive prohibition from posting offers in one or more defined categories;
- the immediate or temporary suspension of the Seller’s account;
- the immediate, temporary or definitive suspension of the payment of any amounts received on behalf of the Seller’s account;
- the termination of the Seller’s account after the deadline provided in an official notification remains unproductive for a period of thirty (30) days;
- the lawful termination of the Seller’s account, without formalities, without notice, or with notice of less than thirty (30) days, in the case of a serious and/or repeated offence

The aforementioned sanctions shall be applied where applicable in proportion to the seriousness of the breach noted by the Hosting Site.



## **12.3. Other cases of termination or suspension**

### **12.3.1. Trial period**

During the sixty (60) calendar days following the publication of its first (1st) offer in Cdiscount Marketplace, the Seller will be subject to a trial period

Should, by the end of this period, the Seller have failed to comply with any of his/her/its contractual obligations, the Hosting Site may proceed without prior notice to close the Seller's Cdiscount Marketplace account. The Seller will be informed of the closure of his/her/its account via email and may make a single application solely under the conditions provided in item 3.1 "Registration Conditions".

### **12.3.2. Termination for inactivity**

If the Seller becomes inactive, namely through a lack of transactions performed by the Seller over a period of three (3) months, the Hosting Site reserve the right to suspend and/or cancel the Seller's account, after providing 30 days written notice through mere notification to the Seller, in order to protect the interests of the Purchasers and Sellers

### **12.3.3. Hosting Site's action in event of claim from a Purchaser**

The Seller expressly recognises and accepts from the outset that in the case of a breach of any of the obligations under the present GCMA with regard to Purchasers, the Hosting Site reserves the right, without the Seller being able to dispute it and depending on the case:

- Either to reimburse the cost of the order to the Purchaser and to charge the Seller of this refund,
- or pay a credit note to the Seller into a deposit account
- and where appropriate apply the sanctions stipulated in the GCMA and in particular under "failures by the Seller to comply with his/her/its obligations".

#### **In particular:**

- In the case of claim from a Purchaser concerning a parcel that was not received, and without presentation by the Seller of a proof of delivery from the forwarder and including elements that make it possible to identify the Purchaser within the abovementioned period of seven (7) calendar days following the request by the Hosting Site of such proof, the Hosting Site shall proceed to reimburse the Purchaser. To this end it is up to the Seller to ensure that it retains all information especially the follow-up numbers so as to be able to provide written proof of delivery.
- In the case of a demand concerning a breakage, the Seller undertakes to confirm in writing to the Purchaser that he/she/it has taken account of the requests within a period of two (2) working days specifying the return address. The delivery and return costs shall be borne solely by the Seller. The Seller undertakes to ensure that the repair/replacement and return of the Product to the Purchaser does not exceed thirty (30) calendar days after receipt of the Product. In the absence of written confirmation within a deadline of two (2) days and repair or effective replacement of the Product within the aforementioned thirty (30) calendar days and if the Purchaser has not received any reimbursement from the Seller, the Hosting Site may itself proceed to make the reimbursement and shall charge this reimbursement back to the Seller.

- In the absence of a reply from the Seller to the Purchaser's claim within a period of two (2) working days following a claim made by a Purchaser, the Hosting Site may arbitrate in favour of the Purchaser and reserves the right to proceed to make reimbursement for the Product and to charge this reimbursement back to the Seller.
- In all circumstances, the Seller undertakes to provide written confirmation to the Hosting Site of what he/she/it has taken into account, dealt with and satisfactorily closed the Purchaser's request and has done so in accordance with the procedure set up by the Hosting Site for communications with the Purchaser. Otherwise, the Hosting Site shall not be held liable for any reimbursement made erroneously to the Purchaser.

**Note:** a reply from the Seller that is designed to make the Purchaser wait or indicating that a reply will be sent to him/her within a certain time limit shall not be considered a reply within the meaning of the previous paragraph.

Any reply sent by the Seller to the Purchaser and/or any subsequent reimbursement performed directly by the Seller to the Purchaser is required to be confirmed in writing to the Hosting Site. The Hosting Site shall create a dedicated area within the Seller Space for uploading attachments.

In this case, any proof/evidence/attachment provided by the Seller must be attached using this tool. If not, the reply or reimbursement shall be considered to have not been performed.

#### **12.4. Consequences of the termination**

If either of the Parties cancels and does so for any reason whatsoever, any amounts due from the Seller on the date on which the termination comes into effect shall become due immediately. The Seller shall lose the status of Seller and consequently:

- all of the Product offers shall be withdrawn from Cdiscount Marketplace on the Site;
- the Seller Space shall become inaccessible under the conditions of article 3.2 hereof when processing of orders still being processed on the date on which the contract was terminated has been completed and all of the claims concerning orders placed with him/her/it via the Hosting Site or any other Site at which he/she/it may have registered have been resolved;
- it is up to the Seller to archive data (in particular per export) contained in the Seller Space, given that the Hosting Site is not liable for archiving data on behalf of the Seller;
- when the Seller Space becomes inaccessible, the Hosting Site reserves the right to provide the Seller's details to a Purchaser if necessary;
- unless there is a termination that is due to an error by the Hosting Site, the subscription fees for the month in which the termination occurs shall remain due in full;

**IN ALL CASES OF CLOSURE OF THE REGISTRATION OF A SELLER ACCOUNT, AND REGARDLESS OF WHICH PART IS ON HIS/HER/ITS INITIATIVE, THE SELLER IS REQUIRED TO COMPLETE THE FULFILMENT OF ANY ORDER PLACED BY A PURCHASER THAT WAS IN PROGRESS ON THE DATE OF CLOSURE AND TO COVER HIS/HER/ITS AFTER-SALES OBLIGATIONS (LEGAL AND CONTRACTUAL) RELATING THERETO AND ESPECIALLY THE CORRECT HANDLING OF CLAIMS UNTIL THEY ARE RESOLVED.**

Any Seller whose Cdiscount Marketplace account has been closed due to failure to comply with the present GCMA may not submit a new account opening request for a period of six (6) months following the date of closure of the account. The Hosting Site undertakes to study any request for reopening after this period and reserves the right to accept or decline any new application.

Nonetheless, for Sellers whose account was terminated due to failure to comply with the minimum service levels indicated in Appendix 1, and particularly those relating to Product delivery quality, the Hosting Site reserves the right to accept an account opening request before this period has elapsed, providing that the Seller agrees to subscribe to the Cdiscount Fulfilment Service to despatch these Products, in order to guarantee proper delivery of the Products to the Purchasers.

### **13. PROTECTION OF PERSONAL DATA**

#### **13.1. Seller's Personal Data**

The Hosting Site may collect certain personal data from Sellers required to register and manage their account, and in general perform the operations stipulated in the present GCMA.

For more information, the Purchaser is invited to consult the [Privacy Policy](#).

#### **13.2. Purchasers' Personal Data:**

The terms "Personal Data", "Data Controller", "Recipient" will have the definitions as established by the Regulation RGPD.

##### **13.2.1. Classification of personal data controllers**

Under the present GCMA, the Hosting Site is the Data Controller and the Seller is the Recipient with regard to the Hosting Site.

From then on, the Seller will be the Data Controller with respect to the persons concerned, of the Personal Data thus communicated for the purposes referred to below.

The Parties each undertake to respect applicable existing regulations regarding the processing of Purchasers' Personal Data and in particular the GDPR.

##### **13.2.2. Purposes of processing of Personal Data**

The Hosting Site sends the Seller:

- The following personal data: first and last name, billing and delivery addresses, landline and mobile telephone number, encrypted email only.
- The categories of persons concerned are: the Purchasers.
- For the following purposes:
  - the management, performance and follow-up of Purchasers' orders including the shipping of the Purchaser's order (unless the Seller has subscribed to the Cdiscount Fulfilment service);
  - Issuing and sending invoices related to Purchaser's orders;
  - respecting its legal and/or regulatory provisions.
  - the management of the customer relationship (including in particular the processing of the complaints of the Purchasers, the after-sales service of the Products).For that

purpose the Seller has access to the name and surname of the Purchaser via the Seller Space only.

The Seller undertakes not to use, in any form whatsoever, the data concerning Purchasers for any other purpose than those defined above and in particular for advertising purposes.

### **13.2.3. Seller's obligations as Data Controller/Recipient**

The Seller is hereby informed of the high degree of importance and strictly confidential character of Personal Data.

The Seller asserts that he/she/it presents sufficient guarantees, particularly in terms of understanding, reliability and resources, to implement the technical and organisational measures required to meet legal and regulator data protection obligations.

The Seller undertakes to keep the data of the Purchasers only for a period commensurate with the purpose specified in Article 13.2.2.

### **13.2.4. Obligations of Hosting Site as Data Controller**

The Hosting Site undertakes to provide Purchasers, at the time their Personal Data is collected, with information regarding how Personal Data is processed by the Hosting Site and the Seller, the purposes of this processing, the legal basis of the processing as well as the existence of the Purchaser's rights in the matter and how to exercise these rights.

The Hosting Site is responsible for the methods used to collect Personal Data and, where necessary, the Purchaser's consent.

The Hosting Site will respond to requests from Purchasers to exercise their rights under the GDPR. The Hosting Site notifies the Seller to whom the Personal Data has been communicated of any rectification or erasure of Personal Data or any limitation of the processing carried out pursuant to Article 19 of the GDPR unless such communication reveals impossible or requires disproportionate efforts.

The Hosting Site is responsible for safeguarding the Purchaser's personal data when transferring personal data collected by Sellers.

In this case, the Hosting Site shall take, for the perimeter for which it is concerned, all necessary provisions, in particular with regard to the physical security of the premises and software security of its processing equipment and mediums to:

- prevent Purchasers' Personal Data from being distorted, damaged or destroyed;
- ensure the confidentiality and safety of files stored at his/her/its premises or on his/her/its equipment containing Purchasers' Personal Data;
- block access to files, programmes and documents stored in the abovementioned premises, to unauthorised persons.

The Hosting Site, in its capacity as Data Controller, processes the data of the Purchasers in order to carry out commercial prospecting actions.

## **14. ETHICS**

**14.1.** Mindful of its responsibility towards its stakeholders, the Hosting Site undertakes to promote ethical trade by upholding the nine commitments set out in the Casino Group Ethics Charter, available at: [https://www.groupe-casino.fr/wp-content/uploads/2017/11/CharteEthique\\_VFdec2017.pdf](https://www.groupe-casino.fr/wp-content/uploads/2017/11/CharteEthique_VFdec2017.pdf).

The Hosting Site hereby agrees to abide by the principles set out in the following documents, which it recognises as being the absolute minimum standard in terms of human rights:

- The Universal Declaration of Human Rights proclaimed by the United Nations General Assembly on 10 December 1948 (General Assembly resolution 217 A III);
- The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work adopted in June 1998, namely:
  - the freedom of association and effective recognition of the right to organise and collective bargaining (Conventions 87 and 98);
  - the elimination of all forms of forced and compulsory labour (Conventions 29 and 105);
  - the effective abolition of child labour (Conventions 138 and 182);
  - the elimination of discrimination in respect of employment and occupation (Conventions 100 and 111);
- More generally, the 10 principles adopted by the United Nations Global Compact and endorsed by the Casino Group in 2009.

(Hereinafter together referred to as the “Standards”).

By signing this present GCMA, the Seller agrees to only provide Products that comply, under consistent conditions, with these Standards and with national and international laws that apply to the performance of its business and with applicable international rules.

The Hosting Site is committed to combating climate change, reducing pollution and preserving natural resources and biodiversity. Accordingly, the Seller shall comply, and shall procure that its employees, agents, representatives or any persons acting on its behalf comply, with all laws and standards on environmental protection and/or preservation applicable to its business sector.

**14.2.** The Hosting Site is also highly committed to the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing. Under French law no. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy, the Casino Group has introduced a number of measures and procedures meeting the requirements of Article 17-II of said law, in particular by deploying a new version of its Code of Ethics and Conduct (appended to this Contract) among all its subsidiaries, including the Hosting Site.

For its part, the Seller undertakes, and shall procure that its employees, agents, representatives or any person acting on its behalf undertake, as follows:

- to comply with all applicable regulations on the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing;
- not to do or permit to be done anything which might cause the Hosting Site to be held liable for non-compliance with any applicable regulations on the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing;

- to implement and maintain in effect all the internal policies and procedures required to ensure full and proper compliance with all applicable regulations on the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing;
- to inform the Hosting Site promptly of any event brought to its attention which might result in non-compliance with any applicable regulations on the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing;
- to provide the Hosting Site with any assistance required to meet any requests made by a competent authority in relation to the prevention of fraud, bribery and corruption, influence peddling, money laundering and terrorism financing.

It is accordingly expressly agreed by the Parties that neither the Seller nor any of its employees, agents, representatives or any other person acting on its behalf shall, directly or indirectly, carry out, take part in or execute any act, action or attempt which might violate the standards and principles referred to above.

Accordingly, the Seller undertakes to comply strictly with the provisions of the Declaration of Integrity available at the following link: [Declaration of Integrity](#).

The Hosting Site may terminate this contract forthwith should the Seller violate the principles set out in the Standards or the commitments made in the [Declaration of Integrity](#) and/or refuse to take the necessary measures to resolve any instances of non-compliance brought to its attention.

## **15. CONFIDENTIALITY**

The Seller and the Hosting Site undertake to guarantee the confidential nature of all Confidential Information exchanged among them in the execution of the present GCMA.

“Confidential Information” shall mean any information transmitted, by any means, in the context of the present GCMA.

It is thus agreed between the Seller and the Hosting Site that all Confidential Information shared between them will be kept by the recipient in the same way as it keeps its own confidential information, and that said Confidential Information shall not be copied or reproduced and shall be used only for the purposes established herein. The Seller and the Hosting Site each vouch for compliance with this confidentiality obligation by all their staff, subcontractors, or any other persons participating in carrying out the present GCMA.

Upon instructions from the discloser of the Confidential Information, the same must be returned to said Party, within seven (7) days of the request, or be destroyed.

This obligation of confidentiality shall not apply to that portion of said information that is:

- publicly available as of the date of its provision to the recipient by the discloser, or that comes to be publicly available after that date by no fault of the recipient;
- already known to the recipient as of the time of its disclosure by the discloser;
- transmitted to the recipient with an express waiver of confidentiality obligations granted by the discloser;
- required for compliance with the applicable regulations.

The present obligation of confidentiality shall continue to apply after the termination of the GCMA for any reason whatsoever, for a period of five (5) years.

## **16. FINAL PROVISIONS**

### **16.1. Independence**

The Hosting Site and the Seller shall under no circumstances be considered as associates/partners in a shared enterprise of any kind. The Parties also hereby recognise that the present GCMA do not constitute any association or franchise by either one of the Parties to the other. Under no circumstances may one Party be deemed to be directly or indirectly employed by the other Party.

The Seller shall exercise its in Cdiscount Marketplace in complete independence and at its own risk.

Prior to the signature of these GCMA, the Seller shall ensure and expressly declares upon signature that it is not to enter into a situation of economic dependence vis-à-vis the Hosting Site.

Whenever this situation may change, the Seller shall immediately notify the Hosting Site in writing, and the parties agree to meet in order to seek solutions to preserve their respective interests.

The Seller commits to informing the Hosting Site if it may come to belong to a corporate group, and of any acquisition of control and/or holdings in its company by a third party directly or indirectly in such a way as to bring about changes likely to create or exacerbate a risk of dependence.

The Seller will notify the Hosting Site as soon as possible of any relevant accounting or financial information if the situation comes to involve a risk of insolvency and/or of a disruption in the relationship.

This information is essential to enable the parties to maintain balanced and peaceful relations; the Seller must also have alternatives in the event that the service is terminated in whole or in part.

Since the Hosting Site is not involved in the management of the Seller's volume of business in Cdiscount Marketplace, it is up to the Seller to balance the volume of business it does on the Cdiscount Marketplace in relation to its overall activity. The strategic choice made by the Seller in depriving itself of an alternative, of placing itself in a situation of economic dependency, shall therefore be made consciously and at its own risk; the Hosting Site's liability shall not be sought in this respect.

The Hosting Site is a member of the International Marketplace Network that allows the Seller to sell on other channels if he/she/it would like. For more information about this association, you can go to (add hyperlink).

### **16.2. Transfer**

The Seller may not assign its rights and obligations as defined in the present document to any third party, in any form whatsoever, and especially by taking a holding in a company, sale of the goodwill, management lease or assignment of the contract, unless the Hosting Site has specifically given its prior written consent.

The Hosting Site may at any moment assign all or part of the GCMA under any form whatsoever, to any of the companies that directly or indirectly control CDISCOUNT, are controlled by CDISCOUNT or are under the direct or indirect control of a person or entity that directly or indirectly controls CDISCOUNT, the notion of control being defined according to Articles L. 233-1 et seq. of the French Commercial Code.

### **16.3. Dissociation**

Any clause herein that is declared null and void or illegal by a competent judge shall be deprived of its effect, but its nullity shall not adversely affect any other stipulations nor affect the validity of the present GCMA as a whole or their effects in law.

### **16.4. Non-waiver – tolerance**

The fact that the Hosting Site has not required the application of a provision of any kind to be found in the present GCMA or that it may have tolerated a failure to perform by the Seller in the context of its activities in the Marketplace, whether permanently or temporarily, shall in no case be considered as a waiver of the rights of the Hosting Site to avail itself thereof.

### **16.5. Force majeure**

The Parties shall not be held liable or considered to have failed to meet the requirements of the present GCMA, in the case of any delay or failure to perform where the cause of the delay or failure to perform is connected to a case of force majeure, as defined by the French Civil Code and the case law of the French Court of Cassation.

### **16.6. Notifications**

Excluding a case in which the GCMA provides for a special formulation to be used for notifications, any notification may be made via e-mail to the address indicated by the Hosting Site on Cdiscount Marketplace or sent in writing to the following address: Cdiscount Marketplace /, 120-126 Quai de Bacalan CS 11584, 33067 Bordeaux Cedex.

### **16.7. Continuation**

Articles 6, 7, 8, 9, 13, 15 and 16 shall continue to apply after expiry or cancellation of the GCMA for any reason whatsoever.

### **16.8. Agreement in relation to proof**

Documents exchanged between the parties in an electronic format shall act as evidence provided that these can be duly identified by the person from whom they were sent.

### **16.9. Alternative dispute settlement**

#### **16.9.1. Internal management complaint system**

The Hosting Site provides Sellers with an internal system in which the Seller may submit through the Seller Space a claim or complaint (“request”) or ask to be called back regarding the use of the Cdiscount Marketplace.



The Hosting Site shall endeavour to promptly provide a personalised response to the Seller and undertakes to carefully examine any request duly justified by the Seller and provide follow-up to this request.

#### 16.9.2. Mediation schemes

The Parties have the option to seek mediation at any moment and before referring any dispute to a court via one of the following two mediation agencies:

- the French company ombudsman whose referral is made on the following site: <https://www.economie.gouv.fr/mediateur-des-entreprises>
- the Bordeaux mediation centre at the Bordeaux Gironde Chamber of Commerce and Industry, 17 place de la Bourse 33000 Bordeaux (France). In this case, the Parties will be subject to the mediation regulations of the Bordeaux mediation centre, as well as the price scale (<https://centremediationbordeaux.fr/>), which they hereby declare to have read and accept.

Should the Parties fail to reach an agreement at the end of the mediation process, the dispute may be referred to the competent court.

#### 16.10. Litigation

**The present GCMA are subject to French law, without prejudice, to the benefit of Purchasers, to the essential provisions applicable thereto.**

**The Parties are invited to examine together any dispute related to the interpretation or execution of these GCMA.**

**ANY DISPUTE THAT MAY ARISE BETWEEN A SELLER AND THE HOSTING SITE IN CONNECTION WITH THE PRESENT GCMA SHALL BE SUBJECT TO THE COMPETENCE OF THE FOLLOWING COURTS EVEN IN A CASE OF A PLURALITY OF DEFENDANTS, A CALL UPON THE WARRANTY, EMERGENCY PROCEEDINGS OR A MOTION OR APPLICATION TO THE COURT:**

- **IN CASE OF REFERRAL BY THE SELLER WITHIN THE JURISDICTION OF THE BORDEAUX COURT OF APPEAL;**
- **IN CASE OF REFERRAL BY THE HOSTING SITE WITHIN THE JURISDICTIONS OF THE BORDEAUX COURT OF APPEAL OR THE COMPETENT COURTS OF THE SELLER'S HEAD OFFICE.**

## APPENDIX 1 – PROCEDURES FOR SELLING THE SELLER'S PRODUCTS

The GCMA, especially the present Appendix 1, shall govern the procedure for placement of the Products by the Seller for sale on the Hosting Site via Cdiscount Marketplace, compliance with which makes it possible to guarantee the trust and satisfaction of Purchasers as well as the security and good progress of sales on the site.

In order to guarantee the quality of the “customer experience” of Purchasers when they make their purchases, the Hosting Site ensures the monitoring of the Seller’s overall quality of service using several quality of service indicators available on its Seller Area.

All indicators communicated to the Seller on its Seller Area enable to monitor and manage its activity. Shall some indicators be available for information purposes, the hereinafter indicators detail compulsory minimum rates to be complied with by the Seller at all times. Quality of service is assessed on the basis of the Seller’s ability to maintain all of his/her/its rates above the minimum expected levels of service.

All of the deadlines on which the quality of service indicators are calculated are counted in calendar days.

Depending on the indicator, the calculation is carried out on a daily basis over the following periods as follows:

- “Rate 1” = activity during the last 60 (sixty) days
- “Rate 2” = activity during the last 30 (thirty) days
- “Rate 3” = activity during the last 15 (fifteen) days

The calculation methods are those set out in articles **A3 “Expected level of service with respect to product availability”, B2 “Expected levels of service with respect to delivery” and D2 “Expected level of service in the matter of claims”**.

Every day, the Seller will be informed of his/her/its Rates on his/her/its Cdiscount Marketplace interface.

In the event that one of the Seller’s communicated Rates does not meet the minimum levels of service defined below, the Seller undertakes to spontaneously take any action that may help him/her/it to return to the expected level of service for this Rate as well as meeting all his/her/its other Rates.

In all events, if one of the Seller’s rates is insufficient, the Hosting Site may give formal notice or lawfully cancel the Seller’s registration under the conditions set out in the GCMA.

If formal notice is given, at the end of the correction period set out in article “Non-compliance with the level of service” of the GCMA, the Hosting Site shall check all of his/her/its Rate 2s (and Rate 3s if applicable), so as to be able to assess the result of the action taken by the Seller to return all of his/her/its indicators to the expected level of service, and if appropriate, cancel his/her/its registration.

In any case, if one of its Rate 2s (and Rate 3s if applicable) does not meet the levels of service defined below, the Hosting Site may lawfully cancel the Seller's registration under the conditions set out in the GCMA.

N.B.: When a Seller has subscribed to a service on Cdiscount Marketplace, the levels of quality of service are measured on the basis of all of the sales performed by the Seller with Purchasers. The Seller thus obtains a unique measurement of each level of quality of service.

**A. Items offered for sale:**

**A1.** The Seller guarantees that it is entitled to sell the items offered, that these items are not subject to third party rights that might prevent the sale thereof, that the Products are permitted for remote selling and that they comply with the applicable legislative provisions of the delivery country of the Purchaser, that in particular they do not infringe any copyright, trademark rights, a selective or exclusive distribution network or any other third-party rights, that they are reliable and comply with legal requirements (including any marking or labelling requirement), especially with respect to product safety (for example, EU standards).

**Prohibited items:** in particular, the following items – quoted as an example and not restricted to this list – may not, or only in the context of strict restrictions, be offered for sale:

- a) items for which the advertising, offer, marketing or sale adversely affects intellectual property rights (copyright, royalties and similar rights), industrial property rights (trademarks, patents, designs and models) and any other applicable right (especially rights to the image, rights to respect for privacy, right of the personality);
- b) items that are in breach of a distribution network;
- c) items that are discriminatory or that incite to violence (including weapons in categories A to D as defined by law, toys and replicas of weapons, etc.), or to racial, religious or ethnic hatred;
- d) live animals;
- e) stolen goods;
- f) advertising, including in the form of links;
- g) medication, drugs of any kind, items liable to encourage the use of drugs or substances presented as having the same effects as substances or plants classified as drugs;
- h) items liable to present a danger to health, safety or the environment;
- i) items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties;
- j) articles for which the offer or sale are liable to harm morality or the image of the Hosting Site.

**Availability of Products placed on sale:** The Seller undertakes that all of the Products that it places on line on Cdiscount Marketplace are in stock and immediately available for sale. In this respect, the Seller undertakes to update its stock in real time and withdraw any Product that has become unavailable.

The Cdiscount Marketplace information system will automatically block the placing on the Hosting Site of any Product for which the Seller indicates an absence of stock.

**A2. Unusually high number of negative expressions by Purchasers on a Product:** The Seller accepts that its Products placed on the Cdiscount Marketplace generating an unusually high number of expressions from its Purchasers (including claims, customer notifications, refund requests and after-

sales enquiries) or a risk flagged by the administration could be withdrawn by the Hosting Site for consumers' protection.

### **A3. Expected level of service with respect to product availability**

**The Seller undertakes to comply with an:**

- (i) **Effective rate “of acceptance of Products ordered by the Purchasers” equal to or greater than 97.5%**, calculated as follows:

$$\frac{[\text{total number of Products ordered by Purchasers and accepted by the Seller}]}{[\text{total number of the Seller's Products transmitted for acceptance by the Hosting Site}] \times 100}$$

This rate is calculated for Rate 1 or Rate 2 over the periods defined above.

If there is no response from the Seller within two days following transmission of the order to the Seller, it is automatically cancelled which shall have the equivalent negative impact on the abovementioned acceptance rate.

- (ii) **Rate “of products actually sent” equal to or greater than 97.5%** calculated as follows:

$$\frac{[\text{total number of Products sent by the Seller} / \text{total number of Products accepted by the Seller for the Hosting Site* by the seller}]}{\times 100}$$

This rate is calculated for Rate 1 or Rate 2 over the periods defined above:

If the order has been validated by the Purchaser and no Product despatch information has been provided by the Seller by the preparation deadline stated by the Seller, the order shall be automatically cancelled, which further adversely affects the abovementioned despatch rate.

**A4. Description of Product offered for sale:** The Seller undertakes to describe as exactly and precisely as possible the Product that he/she/it is placing online on Cdiscount Marketplace, in accordance with the regulations that may be applicable in the Purchaser's delivery country (especially regulations relating to home electrical and food products, etc.), the provisions of the present GCMA and the indications shown on the Cdiscount Marketplace Seller interface.

The Seller shall supply each of his/her/its Products, in the format required by the Hosting Site, with compulsory minimum of information, correct and complete, as well as any useful update so that the information communicated is accurate and complete at all times.

The Seller shall also supply photographs of the Product in the format required by the Hosting Site. It shall ensure that no logo other than that of the brand of the Product, no name, no URL address, etc.... shall be shown on the photographs he/she/it publishes on Cdiscount Marketplace. Should one or more photographs not match the format indicated by the Hosting Site or that it would be detected automatically one or more of the statements abovementioned, the Hosting Site shall proceed to remove the Seller's offer from the Hosting Site, without prejudice to any other action or penalty provided in the GCMA.

The Hosting Site warns the Seller of the fact that the compulsory minimum information required of him/her/it only constitutes a minimum for the Product to be identifiable and that it is up to the Seller to provide and place on line any additional information needed for compliance with the previous paragraphs.

For each of the Products the seller place online at Cdiscount Marketplace, he/she/it undertakes to:

- Check the accuracy of the terms in the product file to which the Product refers, check in particular all of the information of which the product file consists (caption, name and brand of the Product. Etc.);
- Check that the features of the Product (including packaging), the offer as well as the sales procedures comply with all current legislation (including the branding and labelling requirements).
- Update the information conveyed in the Product files especially with respect to changes to the applicable regulations that the Seller must apply to the Products made for sale on the Website;
- Ensure that the Products for sale do not adversely affect any third party rights, the image of the Hosting Site, public policy or morality and are not of a pornographic or suggestive nature.

The Hosting Site reserves the right to remove any content that does not comply with these directives and any offer or associated product file.

The Seller shall not have the right to provide any information about a Product for which the sale is prohibited or seek to place it for sale on Cdiscount Marketplace, nor provide a URL link to be used or to request that such links be used on the Hosting Site.

**A5.** When stating the selling price, the Seller is required to specifically indicate the cost of despatch that it intends to apply to the Purchaser. The Seller undertakes to calculate and include in its price any customs duty and import or export costs, duty or other direct or indirect taxes imposed by the competent authorities and connected with the contract of sale. The Hosting Site's liability may not be incurred in this respect.

## **B. Processing, despatch and delivery of the order**

**B1. Tracking.** The Seller undertakes to process the Purchasers' orders within forty-eight (48) working hours their being placed. The Seller must respect the maximum preparation and delivery times stipulated in Appendix 3 of the present GCMA. After concluding a contract of sale, the Seller undertakes to deliver the Product that is the subject of the sale and transfer ownership to the Purchaser. The Seller may not fail to deliver bought Products, unless the Purchaser does not respect the sale or delivery conditions or if the Seller cannot verify the Purchaser's identity.

The Seller shall be required to deliver the Product to the address indicated by the Purchaser in the conditions provided in aforementioned Appendix 3.

As soon as he/she/it shall have proceeded to the despatch or making available at a collection point for the Product, the Seller shall confirm this to the Hosting Site via his/her/its Seller account, through the standard communications functions of the Seller account, and provide the data for tracking the parcel in the case of deliveries in tracking and recorded delivery mode directly on the order form. The Seller is required to complete a link and a valid tracking number at the time of shipment. In the case of dematerialized Products, the Seller must indicate the term "DEMAT" in the field dedicated to the parcel number.

This rate will be tracked by the Hosting Site for the periods defined in Rates 2 and 3 defined above.

The Hosting Site shall relay this information to the Purchaser. Note that repayment to the Seller of funds collected by the Hosting Site from the Purchaser as provided for in article 6.3 “Repayment of the proceeds of sales to the Seller” of the present GCMA, may only be performed once the despatch or availability of the Products has been confirmed by the Seller.

Any consignment despatched by the Seller after this deadline may in no case constitute the subject of a repayment via the Hosting Site of the amount of an order despatched after the deadline.

The Seller expressly acknowledges being solely liable for checking the status of his/her/its order (the order, once cancelled, being in the “Rejected” or “Cancelled” category), before the despatch thereof: he/she/it may not claim any compensation from the Hosting Site for an order having a cancelled or rejected status, such despatch being performed on the sole initiative of the Seller and on its entire liability.

## **B2. Expected levels of service in respect of delivery**

The rates cited in (i) and (ii) are separate and applied independently of each other.

**The Seller undertakes to comply with:**

- (i) an effective rate “of compliance with preparation deadlines”, equal or greater than 96%,** calculated as follows:

*[Total of orders despatched prior to the maximum delivery date stated to the Purchaser when the order is placed] / [Total orders despatched + total orders not despatched for which the maximum date of delivery stated to the Purchaser when placing his/her order is exceeded] x100*

This rate is only calculated for Rate 1 and 2 defined above.

- (ii) a rate “of delivery within the maximum deadlines indicated” equal or greater than 94%,** calculated as follows, for “tracked” parcels:

*[Total number of parcels delivered on time (with regard to maximum delivery promise / Total number of parcels shipped] x 100*

The delivery rate calculated above is based on parcels sent by tracked postage, the tracking of which must be provided by the Purchaser.

This rate is only calculated for Rate 1 and 2 defined above.

**B3. Express delivery method:** the Hosting Site reserves the right to withdraw from the Seller the Express delivery method if the latter does not comply with the following indicator:

- (i) a rate “of Express delivery within the maximum deadlines indicated” equal or greater than 94%:**

*[Total number of parcels delivered in Express on time (with regard to maximum delivery promise / Total number of parcels delivered in Express] x 100*

## **C. Payment by the Purchaser**

The Purchaser shall pay the purchase price of the Product, as well as any associated costs (especially, where applicable, the cost of carriage) from the Hosting Site which collects the funds on behalf of the Seller. Payment may only be made following the payment methods stipulated on the Hosting Site.

#### **D. Seller's Guarantee**

##### **D1. Procedures**

Unless the Seller has subscribed to the Cdiscount Fulfilment service, he/she/it is liable for: any error in despatch, delay in delivery, lack of delivery or partial delivery, wrong delivery, theft or error or action connected with the management and delivery of its Products.

The Seller shall be solely liable for all of the information it places on line (without this list being exhaustive: visuals of the Products, descriptions of the Products, prices of the Products, cost of carriage, special offers, information concerning the delivery or collection of a product, about the guarantees, etc.). Any non-compliance of the Products especially of information placed on line by the Seller and all the applicable standards (labelling, security, etc.), any fault, or any recall of any of the Products. As soon as the Seller becomes aware of a recall of any of its Products, it shall immediately inform the Hosting Site accordingly. The Seller will be able to find information on the rules applicable in the context of the conformity of the products to the following links:

- [https://ec.europa.eu/info/business-economy-euro/product-safety-and-requirements/consumer-product-safety/standards-and-risks-specific-products\\_en](https://ec.europa.eu/info/business-economy-euro/product-safety-and-requirements/consumer-product-safety/standards-and-risks-specific-products_en)
- <https://eur-lex.europa.eu/summary/chapter/consumers/0903.html?root=0903>

The Seller shall deal, without the intervention of the Hosting Site, with any disputes that may arise connected with the information placed on line and/or the sales he/she/it makes. The Hosting Site advises Sellers to cooperate with the Purchaser if a dispute arises and to jointly seek an amicable solution. The Hosting Site shall not be required to intervene in a dispute between Sellers and Purchasers or require that they comply with the present GCMA.

In the interest of protecting visitors to its site and its brand image, the Hosting Site nevertheless reserves the right to intervene in the resolution of any dispute that is not resolved within a period of three (3) working days.

The Hosting Site reserves the right to claim damages with interest from the Seller if, due to unsatisfactory performance of the contract of sale, the Hosting Site is required to compensate the Purchaser in any manner whatsoever.

The Seller undertakes to accept any request for retraction formulated by the consumers Purchasers (not professionals) in compliance with articles L. 222-7 and followings of the Code of Consumption and especially to inform the Purchasers without delay of a return address.

For orders placed during the festive season, the Seller undertakes to accept any withdrawal request made by the consumers Purchasers (not professionals) within 30 days following the delivery/making available of the products to the Purchaser. The aforementioned Christmas period runs from 1 November to 31 December.

The Hosting Site shall itself proceed to reimburse the Purchaser. The Seller shall reimburse the Hosting Site without delay for reimbursements thus made in favour of the Purchasers, it being specified that the Hosting Site may compensate these reimbursements with any amount that it owes to the Seller (whether or not the legal conditions for compensation are present).

## **D2. Expected level of service in the matter of claims**

**The Seller undertakes to comply with an effective rate for “customer claims for orders placed at the Hosting Site\*” less than or equal to 1% calculated daily as follows:**

*[Total number of orders with claim recorded against the Seller in the various sections of the Hosting Site] / [total number of orders despatched by the Seller] x 100.*

This rate is calculated for Rate 1 or Rate 2 over the periods defined above.

Note: a “Claim” is taken into consideration only in the following cases:

- i) Explicit manifestation of dissatisfaction by a Purchaser, after the Seller has replied to the Purchaser request;

Or

- ii) Absence of reply from the Seller to a Purchaser request within the prescribed time limit.

Consequently, demands of Purchasers concerning an error in the reference for the Product delivered, a missing Product or accessory, a Product that does not match its description, a Product that is not working, a Product not despatched, an order despatched but not received by the Purchaser, a damaged Product, are only included in the claims rate calculation in cases defined above.

Furthermore, requests from Purchasers concerning: (i) a request for information about the Product, or (ii) a request for an invoice, shall be included in the claims rate calculation if the Purchaser has to repeat their request or the Hosting Site notes a failure by the Seller to respond within the time frame set out in this present document.

## **D3. Guarantees in third party claims**

Where the Hosting Site receives an alarm produced by any third party, particularly one relating to the presence of a prohibited Product, potential counterfeit or other injury, or general inappropriate content in a Seller’s advertisement, the Hosting Site reserves the right to remove the Seller’s offers and to temporarily delay payment of the sales amount to the Seller, in order to protect the Purchasers, other Sellers, the Hosting Site and/or any third party from fraudulent, illegal or inappropriate conduct that could cause them damage. In this context, the Hosting Site shall not be held liable in a case in which the Hosting Site prevents sales of a Product on Cdiscount Marketplace.

At any event, the Seller undertakes to provide a reply to any third party availing itself of a breach of its rights within eight days and to resolve any dispute resulting from this incident as soon as possible and at the latest within one month of the date of communication of the claim by the Hosting Site or within one month from the claim when this is addressed directly to the Seller. The Seller shall maintain the Hosting Site and its administrators free of any costs they may be required to pay for the defence of their interests and for compensation to a third party for a transaction or legal decision.

## **E. Product categories**



The Hosting Site shall present the Seller's Products classified in the corresponding product categories at Hosting Site, among its own products and Products offered by Sellers registered on Cdiscount Marketplace.

The Seller undertakes to not publish content, offers or objects in inappropriate categories or domains on the Cdiscount Marketplace.

**F. Sales in the "Games & Toys" category during the end-of-year period**

In order to guarantee the Purchasers' trust and satisfaction during the end-of-year period, and particularly to ensure that the Sellers keep the delivery promise made by them to the Purchasers, the Hosting Site may reserve the marketing of Products belonging to the "Games and Toys" category to Sellers using the Cdiscount Fulfilment service for delivery of their "Games and Toys" Products, and to Sellers who meet the following cumulative conditions:

- Sellers who made their first sale before 1 September of the current year;

**AND**

- Seller having shipped at least 25 orders of "games & toys" between August 15 and October 14 of the current year;

**AND**

- Sellers whose thirty (30) day order acceptance rate is not less than 97.5% as of October 14 of the current year;

**AND**

- Sellers with a thirty (30) day compliance rate of more than 96% as of October 14 of the current year;

**AND**

- Sellers whose thirty (30) day claim order rate is no more than one percent (1%) as of October 14 of the current year.

The Hosting Site reserves the right, without notice, to temporarily withdraw Product offers belonging to the "Games and Toys" offer for Sellers not meeting the conditions stated above. Such a withdrawal shall be limited to the period from 1<sup>st</sup> November to 31<sup>st</sup> December.

**G. Evaluation**

The Hosting Site may implement mechanisms that will enable Purchasers to assess the Seller's Products and/or performance, and these assessments may be made available to the public on the Hosting Site.

The following criteria shall be taken into account to assess the performance of Sellers:

- The rate and time taken to accept orders
- The rate of despatch within the deadlines provided in the GCMA;
- The number of positive/negative/neutral assessments received;
- Detailed assessments of the Seller;

- The number of disputes closed in favour of the Purchaser for an item not received or an item received that did not match its description at all;
- The number of disputes that resulted in compensation for the Purchaser.

#### **H. Carriage**

The Seller is responsible for delivering the Product. Consequently, it is up to the Seller alone to determine the cost of despatch. The Seller must ensure that it offers a cost of carriage proportionate to the value of the Products.

In the case of offers for immediate collection by the Seller, no delivery charge is applied, since the products are directly available at the collection point.

#### **I. Credit Card Fraud**

Unless there is a stipulation to the contrary, the Hosting Site shall cover bad debts resulting from credit card fraud as in compliance with article 6.1 of the GCMA.

In this context, and in order to prevent such fraud, the Seller acknowledges and accepts that the Hosting Site, at its sole discretion, may retain for examination, refuse to handle, restrict the despatch destinations, stop and/or cancel any of the sales performed by the Seller. The Seller may assign the reimbursement to any Purchaser at the Hosting Site who shall make the corresponding replay to the Purchasers in question. Assuming that the bad debt is covered by the Hosting Site in application of article 6.1 of the GCMA, the Hosting Site shall compensate the Seller to the amount of reimbursement realised by the latter to the benefit of the Purchaser.

#### **J. Sales and Deliveries**

The Seller undertakes to:

- sell and deliver its Products, in compliance with its legal and contractual obligations and its own conditions of sale that it places online at Cdiscount Marketplace.
- not to unilaterally cancel Sales without reasonable grounds;
- cancel and reimburse an order and postage if the consumer Purchaser exercises his/her right of retraction as covered in the [General Conditions of Use of Cdiscount Marketplace destined for Purchasers](#);
- supply the Hosting Site through its Cdiscount Marketplace interface with information concerning the stage of processing the order and the despatch (including monitoring it as soon as this is made possible through the despatch method used), by using the procedure indicated by the Hosting Site;
- including a delivery note specific to the order with each despatch of Products;
- identify itself as the Seller of the Product on all packing notes or other information inserted into the Products and as the addressee to whom the Purchaser may return the Product in question;
- to only use the Seller interface for all correspondence with the Purchasers and not to communicate with the Purchasers via any written or electronic correspondence.

#### **K. Returns and reimbursements**

The Seller undertakes to accept returns (regardless of whether the Product was or not the object of reservations on the delivery note), repairs, exchanges and reimbursements for its Products in

accordance with the legal and contractual warranties attached to its Products, under the present GCMA and the [General Conditions of Use of Cdiscount Marketplace destined for Purchasers](#) as well as any other rules online at Cdiscount Marketplace at the time the order was placed by the Purchaser. In particular, the Seller agrees to refrain from demanding any cancellation, return, retraction etc. charge from the Purchaser in order to comply with the legislation and the Hosting Site's policy in terms of customer satisfaction and experience.

For any return of Products by the Purchaser when exercising his/her/its right of withdrawal, or for a reason not imputable to the Purchaser (product reference error by the Seller, product not matching its description, defective product, etc.), the Seller shall provide one of the 3 following options:

1. Provide an address in France to which the Purchaser may return his/her/its product, or
2. Supply the Purchaser with a prepaid label so that the Product may be returned at the Seller's expense, if the Product must be returned from outside France;  
or
3. Reimburse the Purchaser for the total order amount (including any outbound postage costs), without asking him/her/it to return the Product;

The Seller shall inform the Hosting Site as soon as possible of any event affecting the order (cancellation, reimbursements), specifying the Products concerned.

The Seller shall proceed to reimburse the Purchaser through its Seller interface.

In addition to the legal rules applicable concerning the right of retraction and the legal guarantees for the products provided in the Code of Consumption and the French Civil Code, the Seller shall pay special attention to the following cases in which it becomes involved in accordance with its legal obligations to reimburse the Purchaser for the cost of sending back the Products:

- Delivery or making available a product different from the Product ordered (reference error);
- Delivery or making available a damaged Product;
- Product stopped working following receipt thereof.

In the above cases the Seller undertakes unreservedly and unconditionally, either to:

- replace the item;
- repair it;
- offer a price reduction for the item or total reimbursement if the Purchaser wishes to cancel the contract of sale.

The Seller undertakes to deal with after sales service requests in the context of the warranty even if the sales agreement is no longer active.

Reimbursements shall in no case take place with the legal delays.

In the case of absence of reimbursement or repeated and unjustified delays in reimbursement, the Hosting Site shall have the option of terminating the Seller's registration on Cdiscount Marketplace in accordance with the GCMA or to apply any of the penalties provided for in the present GCMA.

#### **L. Various obligations:**

The Seller undertakes to:

- correspond with the Purchaser exclusively in French or for sales outside of France in the language imposed where appropriate by the applicable legislation, and to write together all the information that it posts on Cdiscount Marketplace regarding the Products, its general conditions of sale, etc. in French or for sales outside of France in the language imposed where appropriate by the applicable legislation;
- assume any obligation for which it is liable under the French Code of Consumption, especially – without this list being restrictive – the obligation to communicate information concerning his/her/its identity, an obligation to provide pre-contractual and post-contractual information, obligations connected with the legal guarantees of compliance and hidden defects, obligations linked to right of retraction or compliance with the rules concerning unfair commercial practices;
- not disrupt or attempt to disrupt the smooth running of the Hosting Site or the activities taking place thereon;
- not use a robot, spider, website scraping or crawling tool or any other automated procedure to access the Hosting Site for any purpose whatsoever without the Hosting Site's prior, written consent, nor circumvent the exclusion protocols of robots or any other measure used to prevent or limiter the access to the Hosting Site. Most of the information contained on the Hosting Site is updated in real time and protected by copyright or assigned to the Hosting Site by users or third parties through a licence;
- not publish content that is false, erroneous, misleading or defamatory (including personal information);
- not distribute or publish unsolicited advertising (spam), chain e-mails or pyramid systems;
- not distribute viruses or other technologies on the Hosting Site that are liable to damage the Hosting Site or the interests or ownership of the Hosting Site users;
- not collect in any manner information about the users of Cdiscount Marketplace (especially other Sellers, Purchasers or even any other visitors), including e-mail addresses, without their prior and express consent;
- not mention his/her/its own internet site in any correspondence with Purchasers and not to direct a Purchaser to his/her/its own internet site nor to any third-party site, including for the purpose of providing answers to claims made by Purchasers; in general, and unless there is a prior agreement in writing to the contrary from the Hosting Site, the Seller agrees to refrain from corresponding with the Purchaser other than through his/her/its Seller Account in the Cdiscount Marketplace;
- not damage the image of the Hosting Site in any manner whatsoever, especially by making false, offensive, defamatory or libellous statements about the Hosting Site, on any medium or using any means (social networks, discussions with customers, etc.);
- not perform any action or operation designed to circumvent the system for calculating the rate of service quality provided in present Appendix;
- not provide untrue or incomplete information at the time of registration or subsequently, especially, and without this list being exhaustive, false identity of the Seller, false information about his/her/its company, wrong parcel tracking number, false country of despatch or any other information or omission liable to adversely affect the transparency of the transactions offered by the Seller to Purchasers on Cdiscount Marketplace or of such a nature as to reduce the exercise of any of the Purchasers' legal or contractual rights, those of any public body or any third party;
- not have an account with a negative balance.

**APPENDIX 2 – AMOUNTS DUE TO THE HOSTING SITE**

**A. Fixed costs: Subscription to Cdiscount Marketplace**

Through their contribution to the costs of Cdiscount Marketplace service on the Site, Sellers who are professionals or who are acting as professionals, undertake to pay the sum of €39.99 exclusive of tax to the Hosting Site. This amount falls due at the start of the month.

The Hosting Site shall have the option of reviewing the amount of this contribution under the conditions set out in article 11.2 of the GCMA, the Seller being free to accept or terminate his/her/its cooperation with the Hosting Site under the conditions covered in the said article.

**B. Variable costs: Grid showing commission applicable per category**

➤ **List of commission applicable**

The commission due to the Hosting Site from each Seller for each Product sale he/she/it achieves on Cdiscount Marketplace, and subject to the sale to the Purchaser being definitive especially with respect to the legal option of retraction, amounts to 15% with the exception of:

- the categories of Products listed in the table below to which the rates of commission mentioned hereunder apply; and
- the used Products (second-hand, repackaged...) to which an extra 2% commission rate applies from the applicable commission rate for new Products of the same category.

Universe	Category *	Rate of commission NEW PRODUCTS	Rate of commission USED PRODUCTS
<b>All Categories (Except list below)</b>		15%	17%
<b>Fashion</b>	Jewellery (except Watches & Sunglasses)	20%	22%
	Watches	16%	18%
<b>Electrical appliances</b>	Electrical Appliances – Equipment (except Large Electrical Appliances)	10%	10%
	Large Electrical Appliances (1)	8%	10%
	Electrical Appliances – Accessories	10%	10%
<b>Computing &amp; High Tech</b>	Audio, GPS, Car audio, Photo, Video cameras, Lenses, Flash	7%	9%
	TV, Computers, tablets, PC screens, Printers & scanners, video projectors	5%	7%
	Mobile phones, Smartphones	7%	9%
	IT – Peripherals, Components, networks, memory/storage	7%	9%
	Video games consoles	8%	10%

	Drones (except accessories)	10%	12%
<b>Home</b>	Home – Element for bed (including Mattress), Beds, Extra beds, Seats (including Sofa), Living room - Hall furniture, Bedroom furnishing units, Office furnishing units, Bathroom units, Small additional units, Kitchen units	17%	19%
	DIY	12%	14%
<b>Car &amp; Motorcycle</b>	Vehicles except <ul style="list-style-type: none"> <li>• Gyro Pods,</li> <li>• Hoverboards, and</li> <li>• Accessories for Gyro Pods and Hoverboards</li> </ul>	12,50%	14,50%
	Tyres	10%	12%
<b>Wine – Alcohol - Liquors</b>	Wine – Alcohol - Liquors	10%	12%
<b>Pet Shop</b>	Habitat - Couchage	16%	18%
<b>Articles for smokers</b>		16%	18%
<b>Parapharmaceutical products</b>		16%	18%
<b>BUILDING EQUIPMENT &amp; MATERIALS / Other</b>		12%	14%
<b>INDUSTRIAL EQUIPMENT (including point of sale equipment, PPE, Handling, Hygiene)</b>		12%	14%

The Seller undertakes to respect the category hierarchy of the Products that he/she/it puts up for sale. The category hierarchy detailing the subcategories included in each category is available at any time by the Seller on his Seller Space.

(1) Large Electrical Appliances includes the following sub-categories : GAS OR ELECTRIC PASTA COOKER - STOVE; WALL OVEN; HOOD; LARGE COOKING APPLIANCES PACK; ELECTRIC COOKTOP - ELECTRIC HOTPLATE; BEVERAGE CENTRE - MINI-BAR; BEVERAGE COOLER; WINE STORAGE; COLD ROOM; CHEST FREEZER; AMERICAN REFRIGERATOR; WASHING MACHINE; WASHING AND DRYING MACHINE; DISHWASHER; DRYER

➤ **Example of applicable commission**

The rates of commission apply to the totals inc. tax for each Product sold, including postage costs, and the commission thus calculated is shown excluding VAT.

Example:

- Product price in the Mobile Phones category: €99 inc. tax
- Delivery costs: €5 inc. tax
- Rate of commission: 7% ex. tax

Amount of Commission ex. tax:  $((99 + 5) \times 7\%) = €7.28$  ex. tax

To which VAT applies, namely:  $€7.28$  ex. tax +  $(€7.28 \text{ ex. tax} \times 20\% \text{ (VAT)}) = €8.73$  commission inc. tax.

**C. Optional and variable costs: Subscription to additional services**

The Hosting Site may offer the Seller additional services; the Seller shall be informed of and subject to the specific conditions of each service and related costs.

**D. Management fees applying to payment of Products in several instalments**

The following fees will be charged to the Seller by the Hosting Site for each Product sold by the Seller for which the Purchaser opted for payment in several instalments.

Price of the Product (in € including taxes, shipping costs included)	Applicable fees for payment in 4 instalments (in € excluding taxes)
Up to 30	N/A
30.01-50	0.40
50.01-75	0.70
75.01-100	0.80
100.01-150	1.20
150.01-200	2.00
200.01-300	2.50
300.01-400	3.50
400.01-500	5.00
From 500.01	6.00

### APPENDIX 3 – IMPERATIVE DELIVERY CONDITIONS

The Seller freely defines the conditions of delivery (home delivery, delivery to an in-store collection point) and the preparation times for his/her/its Products, within the maximum deadlines indicated in the present Appendix.

The Seller must offer the Purchasers the “tracked” delivery methods as a minimum for regular packages, and “Eco” for large packages.

The Hosting Site shall inform the Purchaser of the estimated minimum and maximum deadlines for delivery of the Product, calculated on the basis of the Product preparation deadlines stated by the Seller to the Hosting Site, as well as the transport deadlines estimated by the Hosting Site.

#### **A. Product Preparation**

For all Product categories, the Seller shall indicate a preparation deadline ranging from 1 to 5 working days. The Seller undertakes to give the package to the carrier within the maximum preparation deadline stated by the Seller to the Hosting Site.

In any case, the Seller must make the package available to the carrier or collection point within the period indicated to the Purchasers on Cdiscount Marketplace.

#### **B. Delivery**

The Seller acknowledges and accepts to only ship the Products according to the incoterm DDP (named place of destination).

The delivery time is calculated by the Hosting Site according to the Product category, the delivery method chosen by the Seller and the Country of Despatch indicated by the Seller to the Hosting Site.

<b>Categories</b>	<b>France Minimum/maximum</b>	<b>Europe Minimum/maximum</b>	<b>Outside of Europe Minimum/maximum</b>
Regular package	2/4 days	2/5 days	10/17 days
Tracked	1/3 days	2/5 days	10/17 days
Large package	2/7 days	3/10 days	10/20 days
Collection point, Delivery to store	2/4 days	2/5 days	10/18 day7
Express	2 day	2 days	8 days

An additional delivery time of a maximum three (3) days may be applied in the event of external events that could impact delivery times in France.

The Seller shall ensure that his/her/its country of despatch is stated correctly in his/her/its Seller Account settings.



### **C. Penalties**

Without prejudice to the provisions and penalties laid down in the GCMA, the Hosting Site reserves the right to reject and/or automatically suspend any advertisement for or offer of a Product showing delivery dates or conditions that are contrary to the present provisions.

The Hosting Site may cancel any order that has not been prepared within the aforementioned maximum period.

Finally, any order that has not been sent or made available at a collection point within the delivery period indicated on Cdiscount Marketplace may be cancelled by the Hosting Site.

**APPENDIX 4 – CNOVA PAY PAYMENT SERVICE FRAMEWORK CONTRACT**

The present CNOVA PAY Payment Service Framework Contract (hereinafter referred to as the "Framework Contract") is concluded between:

- Each Seller using the Cdiscount Marketplace marketplace hosted by Cdiscount;

and

- CNOVA PAY, a French limited liability sole shareholder company (SASU) with a share capital of €5,000,000, registered under number RCS 827 802 737, whose head office is located 120 - 126 quai de Bacalan 33000 Bordeaux, France (hereinafter referred to as "CNOVA PAY"), certified on 26/11/2019 by the French Autorité de Contrôle Prudentiel et de Résolution ("ACPR", website <http://acpr.banque-france.fr/>), 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09, as an electronic money institution under number 78191 (<https://www.regafi.fr>).

This certification allows CNOVA PAY to provide the electronic money payment and issuance services stipulated under Articles L.314-1 and L.315-1 of the French Monetary and Financial Code (Code monétaire et financier, the "CMF").

Sellers may access the present contract at any time in their personal space on the Cdiscount Marketplace.

**PRELIMINARY ARTICLE: DEFINITIONS**

Purchasers: consumer or professional client(s) buying Products from the Sellers on the Marketplace Technical Platform of the [www.cddiscount.com](http://www.cddiscount.com) site.

Agent: the Hosting Site acting on behalf of CNOVA PAY under the meaning of Article L.523-1 of the CMF, for the supply of payment services as defined by Article L.314-1 of the CMF and for which it is registered as a payment services agency with the ACPR under number [REGISTRATION NUMBER] and whose head office is located 120 – 126 Quai de Bacalan – 33000 Bordeaux, France.

Cdiscount Marketplace: Technical Platform for online sales that connects Sellers and Purchasers with a view to concluding contracts of sale for the Products on the [www.cddiscount.com](http://www.cddiscount.com) site.

GCMA: General Conditions for Making Available applicable to the contractual relationship between Cdiscount Marketplace and each Seller.

Product(s): Goods or service(s) sold online by Sellers to Purchasers via the [www.cddiscount.com](http://www.cddiscount.com) site.

Provision: available amount shown as credit in the Seller Payment Account that can be allocated to future payment transactions, as determined by CNOVA PAY.

Hosting Site: CDISCOUNT SA hosting the Cdiscount Marketplace Technical Platform.

Seller(s): Professional(s) offering Products for sale to Sellers on Cdiscount Marketplace.

## **1. PURPOSE**

The present contract outlines the terms and conditions for the payment services in compliance with the provisions of Article L.314-12 of the French Monetary and Financial Code, associated with Cdiscount Marketplace's activity.

## **2. OPENING OF A PAYMENT ACCOUNT**

To use CNOVA PAY's payment services, Sellers must be registered with Cdiscount Marketplace in accordance with Article 3 of the GCMA. The opening of an account with Cdiscount Marketplace implies the opening of the Seller's own payment account with CNOVA PAY to receive sums belonging to the Seller from the sale of Products to Buyers (hereinafter referred to as the "**Seller Payment Account**").

If the Seller had been canvassed by the Hosting Site, the Seller hereby agrees to waiver its right of withdrawal.

The Seller undertakes to provide information and documents requested by the Hosting Site and/or CNOVA PAY.

The information provided by the Seller at the time of its registration are collected by the Hosting Site and made available to CNOVA PAY, which shall conduct any checks deemed necessary, in accordance with existing regulations, specifically those pertaining to the fight against money laundering and financing of terrorism.

The Seller must provide CNOVA PAY with its bank account details for a beneficiary account opened with an approved bank within the European Union or the European Economic Area (hereinafter referred to as the "Seller Beneficiary Account") so that CNOVA PAY can complete the payment transactions in compliance with Article 3.2 of the present contract.

With the Hosting Site's agreement, CNOVA PAY reserves the right to request additional documents and justifying information from the Seller before or after validating its registration. The Seller undertakes to provide the additional information and documents requested by the Hosting Site within a reasonable time indicated by the Hosting Site. If the Seller should fail to do so, the Hosting Site shall cancel the Seller's account with Cdiscount Marketplace and CNOVA PAY shall close the Seller Payment Account.

The Seller hereby declares that all of the information provided at the time of its registration is sincere, accurate and current and that it shall keep this information accurate by spontaneously updating as required.

When opening an account with Cdiscount Marketplace, the Seller shall indicate the name of the person authorised to carry out payment transactions on the Seller Payment Account. This power of attorney shall automatically end if the Seller is dissolved.

## **3. DESCRIPTION OF PAYMENT SERVICES**

### **3.1 Collection of Buyer payments**

The Buyer shall pay for the Products bought from the Seller on the Hosting Site to the Hosting Site, in its capacity as CNOVA PAY's Agent, using one of the payment methods provided by the Hosting Site.

The Hosting Site shall collect the sum of the payment made by the Buyer on its bank account. The Seller Payment Account held with CNOVA PAY will be credited no later than the first working day after the date this sum has been received, less any sums owing to the Hosting Site by virtue of the GCMA.

The Hosting Site, in its capacity as the Agent, reserves the option to apply fees to Buyers depending on their chosen payment method. The Seller undertakes to accept the payment method chosen by the Buyer.

### **3.2 Payment transaction completion conditions**

#### ***3.2.1 Distribution of sums to Seller***

CNOVA PAY pays all or part of the sums credited on the Seller Payment Account to the Seller Beneficiary Account of which the details have been sent to the Hosting Site, provided that the Provision of the Seller Payment Account is sufficient. In the event that there is insufficient Provision, CNOVA PAY shall refuse the payment to the Seller in compliance with Article 3.2.3 below.

The Seller hereby authorises CNOVA PAY to make a transfer to the Seller's beneficiary bank account on the 1<sup>st</sup>, 11<sup>st</sup> and 21<sup>st</sup> of each month. However, the Seller can request the payment of the sums available at any time without waiting for the next decade.

For each deadline, the total payment corresponds to the amounts become available – under the conditions of article 3.4 of the CNOVA PAY Payment Service Framework Contract – during the previous ten-day period, minus commissions, any other amount due by the Seller to the Hosting Site and the sums already paid to the Seller.

The Seller must have a professional bank account and ensure that it has correctly filled in its bank details (particularly its IBAN number). In the event that the Seller enters incorrect bank details on its Cdiscount Marketing account, CNOVA PAY and/or the Hosting Site may not be held liable for the non-payment of the proceeds from its sales.

#### **(ii) Note:**

- For the first payment, the following payment schedule shall apply within a minimum of thirty (30) days after the Vendor's first sale.
- Following a change to the Seller's bank account details, the payment date may be set back by a maximum of 20 calendar days from the date on which CNOVA PAY receives all of the justifying documents it has requested.

In the event that the Seller requests for the payment transactions stipulated above to be dismissed, the Seller must send CNOVA PAY a registered letter with acknowledgement of receipt. CNOVA PAY shall carry out the payment orders in compliance with existing regulations and the present contract and shall invoice the Seller management fees equal to 10% of the required waiver payment transaction.

### **3.2.2. Blocking of payment transactions**

CNOVA PAY may refuse to make a payment from the Seller Payment Account to the Seller Beneficiary Account, in application of the provisions of the present contract, particularly where there is no available Provision.

CNOVA PAY shall notify the Seller of this by any means. Where there is no justified reason to refuse the transaction, CNOVA PAY is liable for the execution of the payment transactions with regard to the Seller.

### **3.3 Direct debit**

The Seller hereby acknowledges and accepts that CNOVA PAY shall make direct debits from the Seller Payment Account on behalf of the Hosting Site to cover the warranty stipulated in the GCMA. The terms for these direct debit payments are defined between the Hosting Site and the Seller by the GCMA.

The Seller shall be notified via its Seller's Space of any direct debit payments made by CNOVA PAY to the Hosting Site.

### **3.4 Protection of Seller's funds**

CNOVA PAY shall block the sums belonging to the Seller to fulfil the provisions of the Monetary and Financial Code pertaining to the protection of collected funds.

In order to guarantee that the Seller respects its legal obligations towards the Purchasers, the Seller acknowledges and accepts that payments from the Seller's sales net of commissions, are confined to CNOVA PAY and not available to the Seller, for a period calculated according notably to the delivery time and method. The duration during which the amount of sales will be confined and not available to the Seller, may be increased in consideration in particular of complaints from Purchasers against the Seller or non-compliance with the minimum service rates provided for in the GCMA.

## **4. PRICE - FEES - EXCHANGE RATE**

### **4.1 Price**

The entire price of the payment services of the present contract is included in the fee rate shown in Appendix 2 of the GCMA.

### **4.2 Fees**

CNOVA PAY may not charge costs to the Seller in order to fulfil its information obligations except in the cases stipulated by Article L.133-8 of the CMF.

### **4.3 Exchange rate**

If the Seller acknowledges that the currency of the Seller Payment Account is different to the Seller Beneficiary Account to which it will transfer funds, the exchange rate fees shall be fully borne by the Seller.

## **5. INFORMATION ABOUT SELLER PAYMENT ACCOUNT**

The information about transactions on the Seller Payment Account are provided in each Seller's own Seller space.

In the anniversary month of opening its Seller Payment Account, the Seller shall be sent a summary document of all sums received by the Hosting Site during the previously civil year as part of its payment services.

This summary shall specify the sub-total of fees collected and the number of corresponding services for each category of service related to the management of the Seller Payment Account.

## **6. CHANGES - TERM - CANCELLATION**

### **6.1 Changes**

CNOVA PAY may modify the present Contract at any time.

In such case, CNOVA PAY undertakes to inform the Seller by any means, no later than two months before the change is to take effect.

The Seller is deemed to have accepted all changes if it does not contest these before the application date of the change.

If the Seller refuses to accept the change, it must inform CNOVA PAY in writing by registered mail with acknowledgment of receipt and the Seller Payment Account shall be cancelled at no charge on the date scheduled for the change to take effect.

### **6.2 Term**

The present contract shall take effect on the date CNOVA PAY accepts to open the Seller Payment Account and shall stay in vigour until it is cancelled in compliance with the provisions of Article 6.3.

### **6.3 Cancellation**

#### ***6.3.1 Cancellation for the Seller's convenience***

The Seller may cancel the present contract at any time by clicking on the "Cancel my subscription" button shown on the Seller interface of the Hosting Site.

Cancellation of the Seller's registration with Cdiscount Marketplace shall terminate the Seller Payment Account. All pending transactions will be cancelled upon closure of the Seller Payment Account.

#### ***6.3.2 Suspension or cancellation by CNOVA PAY***

Unless otherwise stipulated, CNOVA PAY may cancel the present Contract at any moment and for any reason whatsoever, by providing a minimum three (3) months written notice.

However, CNOVA PAY reserves the right to immediately suspend or cancel the Seller Payment Account by simple written notification in the following cases:

- if the Seller has failed to comply with the provisions of the present contract,
- if the Seller provided the Hosting Site or CNOVA PAY inaccurate, out-of-date or incomplete identification data,
- where there is a risk of fraud, money laundering or financing or terrorism,
- where there are illegal activities or activities that are a breach of moral standards,
- where the relations between the Seller and the Hosting Site have been suspended or cancelled.

CNOVA PAY shall inform the Seller, via the Hosting Site, of the grounds for its suspension or cancellation of the Seller Payment Account.

### **6.3.3. Cancellation for inactivity**

If the Seller becomes inactive, namely through a lack of transactions performed by the Seller over a period of twelve (12) months from the date of the last transaction other than a debit transaction by CNOVA PAY for fees and costs of any kind, CNOVA PAY reserves the right to suspend and/or cancel the Seller Payment Account through simple notification to the Seller.

### **6.3.4. Cancellation for dissolution**

In the event that the Seller holder of the Seller Payment Account is dissolved, CNOVA PAY must be immediately informed by the Seller's legal representative. If the notification is made verbally it must be confirmed in writing. Upon reception of this written notification, CNOVA PAY shall ensure that no payment transactions are carried out and shall close the Seller Payment Account.

### **6.3.5 Effect of cancellation**

The cancellation of the present contract shall automatically and without special procedure, result in the termination of CNOVA PAY's payment services.

## **7. NATURE OF THE PARTIES**

Each Party relies on the declaration of the other Party based on which the present Contract was concluded for exclusively professional purposes.

As a result, the Parties acknowledge and agree that, unless otherwise stipulated in the present contract, the rights and obligations stipulated under Title 3 (Transparency of Conditions and Information Requirements) and Articles 62.1 (Charges applicable), 64, paragraph 3 (Consent and withdrawal of consent), 72 (Evidence on authentication and execution), 74 (Payer's liability for unauthorised payment transactions), 76 and 77 (Refunds), 80 (Irrevocability of a payment order) and 89 (Payment service providers' liability for non-execution, defective or late execution of payment

transactions) of Directive (EU) 2015/2366 on Payment Services, do not apply, by virtue of Articles 38.1 and 61.1 of the said Directive.

## **8. SECURITY**

The Seller shall take all reasonable measures to ensure the security of the Seller Payment Account made available by CNOVA PAY. CNOVA PAY shall provide the Seller access to a secured interface (the Seller space) protected by a user name and password.

Should the Seller suspect any fraudulent access or use of its Seller Payment Account or any event that could result in such use, it must immediately inform CNOVA PAY.

CNOVA PAY reserves the right to block the Seller Payment Account, for objectively justified reasons related to security or presumption of a fraudulent or non-authorized use. In this case, CNOVA PAY shall inform the Seller by any means of the block and the reasons for the block unless it cannot do so for security or legal reasons.

In the event the security feature is used, all non-authorized payment transactions made before notification of the block shall be borne by the Seller acting for non-professional needs, within the limit of €150.

## **9. LIABILITY**

CNOVA PAY does not assume nor substitute the Seller's obligations towards Buyers.

As such, CNOVA PAY reminds the Seller that the latter is responsible for, in particular:

- acting in compliance with existing consumer protection legislation,
- paying all taxes in full,
- acting in compliance with legislation related to the French Data Protection Act and insuring that its clients are able to carry out their right to oppose, rectify and access their personal data.

CNOVA PAY's liability may only be sought on the grounds of a proven fault.

Under no circumstances may CNOVA PAY be held liable for indirect damages or damages caused by third parties.

Under no circumstances may CNOVA PAY be held liable for any damage caused by an event of force majeure or any event beyond its control.

CNOVA PAY shall not be held liable for a breach by the Seller, such as an intentional fault or breach caused by a serious neglect of the Seller's obligations, a late cancellation or act of bad faith.

## **10. FIGHT AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM**

CNOVA PAY and the Hosting Site, given its status as the payment services Agency, hereby undertake to respect their obligations to be informed about Sellers and to control financial movements between Buyers and Sellers.



As such, the Seller acknowledges that the Hosting Site and/or CNOVA PAY have the right to request any information to allow CNOVA PAY to identify and verify the justification of the operations made by the Seller via Cdiscount Marketplace.

## **11. CONFIDENTIALITY OF INFORMATION AND PERSONAL DATA PROTECTION**

### **11.1 Confidentiality**

The Parties hereby acknowledge that CNOVA PAY is subject to professional secrecy in application of Article L.526-35 of the CMF.

### **11.2 Personal data protection**

CNOVA PAY and the Seller hereby undertake to respect the provisions of the existing personal data protection legislation for personal data collected from Sellers and Buyers.

CNOVA PAY undertakes, with regard to the Seller, to:

- - process all personal data for legally required purposes and within the strict and necessary framework and to perform the present contract;
- take all necessary precautions, measures and guarantees to preserve the confidentiality and security of the personal data and to prevent this data from being deformed, damaged or sent to unauthorised third parties and, in general, implement the appropriate technical and organisational measures required to protect personal data against accidental or wilful destruction, accidental loss, damage, alteration, diffusion or unauthorised access, in particular when sending data via a network, as well as any other form of illegal processing;
- acknowledge all of the Seller's requests to access, update, correct, delete or make another changes to its personal data;
- require all staff and any other third party authorised by CNOVA PAY to have access to personal data to be bound to an obligation of confidentiality and security.

CNOVA PAY explicitly recognises that it has the appropriate technical and organisational measures for the processing and transactions object of the present contract.

## **12. TRANSFER**

The Seller may not transfer its rights and obligations defined herein to any third party, under any form whatsoever, and specifically by means of a capital investment, sale of business (fonds de commerce), lease-management contract or sale contract, unless CNOVA PAY has given its prior and express written consent.

## **13. DISSOCIATION**

Any clause herein that is declared null and void or illegal by a competent magistrate shall be rendered ineffectual, but its nullity may not adversely affect any other provisions nor the validity of the present contract as a whole or their effects in law.

#### **14. NON-WAIVER - TOLERANCE**

The fact that CNOVA PAY has not required the application of a provision of any kind to be found in the present contract or that it may have tolerated a failure to perform by the Seller in the context of its activities in the Marketplace, whether permanently or temporarily, shall in no case be considered as a waiver of the rights of CNOVA PAY to avail itself thereof.

#### **15. FORCE MAJEURE**

The Parties shall not be held liable or considered to have failed to meet the requirements of the present contract, in the case of any delay or failure to perform where the cause of the delay or failure to perform is connected to a case of force majeure, as defined by French jurisprudence.

#### **16. NOTIFICATIONS**

Excluding the cases in which the present contract provides for a special formulation to be used for notifications, any notification may be made via e-mail to the address indicated by CNOVA PAY or sent in writing to: CNOVA PAY /, 120-126 Quai de Bacalan CS 11584, 33067 Bordeaux Cedex. The language used for all contractual relations between CNOVA PAY and the Seller is French.

#### **17. DISPUTES**

The present contract is subject to French law.

The Parties hereby undertake to settle any dispute opposing them by amicable means.

Unless otherwise stipulated, all disputes related to the performance, interpretation or validity hereof, shall be subject to the competent courts and in the absence of which, the courts of Bordeaux.

## APPENDIX 5 – CHARTER OF GOOD PRACTICE

### “CDISCOUNT MARKETPLACE”

The present Cdiscount Marketplace Charter of Good Practice was drawn up to make you aware of a number of important issues which contribute to making the platform a secure environment for consumers in particular.

**NOTICE:** This Charter is not exhaustive in nature, neither are the issues therein addressed.

This Charter does not constitute legal or tax advice. You are responsible for seeking advice in order to ensure that (i) your activity via Cdiscount Marketplace complies with applicable national, European and international law, (ii) you do not make inappropriate use of the Cdiscount Marketplace platform.

The present Charter is integral part of the GCMA; it places no limitation on them, nor does it replace them.

If you wish to sell your products on the Cdiscount Marketplace you undertake to abide by the present Charter of Good Practice:

## 1. GOOD PRACTICE IN BUYER RELATIONS

### Good communication and care of the Buyer must prevail in your business on Cdiscount Marketplace.

In that regard, we would draw your attention to the fact that:

- You must provide clear, honest and transparent information to all consumer Buyers at all stages of the relationship (pre-sales, upon making a sale, after sales);
- You must provide Marketplace consumer Buyers with all the information required under applicable law, particularly Articles L111-1, L11-2, L 121-17, of the French Consumer Code;
- You must ensure that consumer Buyers can exercise their right of withdrawal, particularly under Article L121-18 et seq of the French Consumer Code;
- You must comply with the rules on product warranties particularly the statutory warranty (provided for in Article L. 217-4 et seq of the French Consumer Code) and the latent defects warranty (provided for in Articles 1641 to 1648 of the French Civil Code).
- You must comply with all laws and regulations in relation to the collection, processing and storage of personal data, particularly those provided for in (i) the European Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation or “GDPR”), and (ii) the French Data Protection Act No. 78-17 of 6 January 1978, as amended.

### ➤ Good practice to adopt

As a Seller on our Marketplace, you must, *at a minimum*:

*At the pre-sales stage:*

- Include as much information as possible in the product descriptions and update said description whenever necessary, taking care to include the information required by law;
- Include information about you that is visible to the Buyer so that the identity of your business is clear to them;
- Refrain from posting products online that you do not actually have in stock;
- Display the price of your products with all taxes and customs duties included;
- Indicate the country from which you dispatch your products;
- Indicate a realistic delivery time taking into account the country from which you are dispatching your products;

*When making the sale:*

- Keep the promises you have made to your Buyer: in terms of the quality of the product sold, price, delivery times, conditions for returns, etc. ;
- Process after-sales requests from the Buyer in accordance with the commitments you have made and legal requirements, particularly in terms of product warranties;

*Under all circumstances:*

- Be polite and respectful;
- Respond to all requests from Buyers (information, claims, etc.) within the deadlines set out in the GCMA;
- Always communicate with the Buyer in French;
- Do not (i) directly or indirectly seek to attract Buyers to your website or to the websites of third parties (for example, you should not use your website address as your shop user name or indicate your website address on any content which may be viewed by Buyers such as product descriptions, terms and conditions of sale, emails to the Buyer); (ii) insert marketing materials in the package or any other information about your website or third parties; (iii) approach the Buyers;
- Take into account the Buyer's feedback (requests for information, claims, customer reviews, etc.) in the way you conduct your business on our Marketplace;
- Never use personal data pertaining to Buyers to which you have access for purposes other than performing your obligations stipulated in the GCMA;
- Keep personal data pertaining to Buyers confidential and secure, putting in place all physical and logistical resources to ensure data security;

- Do not store Buyer data for longer than necessary to perform your obligations with respect to sales on our Marketplace.

## **2. GOOD PRACTICE WITH RESPECT TO PROHIBITED PRODUCTS AND PRODUCTS SUBJECT TO SALES RESTRICTIONS**

**The sale of certain products is prohibited on our Marketplace and these products may only be sold by authorised Sellers.**

In that regard, we would draw the attention of Sellers to the fact that:

- National, European and international law prohibits the remote sale of certain products, for example, medicines, cigarettes, etc.;
- National, European and international law prohibits the sale of products from countries subject to international sanctions or embargoes;
- The sale of books in France is subject to the provisions of the law of August 10, 1981 instituting the single price of book and the law No. 2011-590 of May 26, 2011 relating to the price of the digital book;
- Some of the products are subject to restricted distribution;
- Our GCMA also prohibit the sale of certain products.

### **➤ Good practice to adopt**

As a Seller on our Marketplace, you must, *at a minimum*:

- Under all circumstances refrain from offering for sale any item which sale is prohibited under national, European or international law;
- Under all circumstances refrain from offering products from countries subject to international sanctions or embargoes;
- Under all circumstances refrain from offering items which are forbidden for sale under our GCMA and of which you will find a non-exhaustive list below:
  - a) items for which the advertising, offer, marketing or sale adversely affects intellectual property rights (copyright, royalties and similar rights), industrial property rights (trademarks, patents, designs and models) and any other applicable right (especially rights to the image, rights to respect for privacy, right of the personality);
  - b) items that breach distribution law;
  - c) items that are discriminatory or that incite to violence (including weapons in categories A to

D as defined by law, toys and replicas of weapons, etc.), or to racial, religious or ethnic hatred; <sup>[L]</sup><sub>[SEP]</sub>

d) live animals; <sup>[L]</sup><sub>[SEP]</sub>

e) stolen goods; <sup>[L]</sup><sub>[SEP]</sub>

f) advertising, including in the form of links; <sup>[L]</sup><sub>[SEP]</sub>

g) medication, drugs of any kind, items liable to encourage the use of drugs or substances presented as having the same effects as substances or plants classified as drugs; <sup>[L]</sup><sub>[SEP]</sub>

h) items liable to present a danger to health, safety or the environment and in particular items containing radionuclides; <sup>[L]</sup><sub>[SEP]</sub>

i) items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties; <sup>[L]</sup><sub>[SEP]</sub>

j) articles for which the offer or sale are liable to harm morality or the image of the Hosting Site. <sup>[L]</sup><sub>[SEP]</sub>

- Ensure and are able to prove at all time that you have sufficient authorisations for the distribution of restricted-sale products;
- Ensure before placing any advertisements on Cdiscount Marketplace that your offers comply with the regulations in place;
- Under all circumstances refrain from selling a product should you have any doubt as to whether or not you are entitled to offer it for sale on our Marketplace.

### **3. SAFETY REQUIREMENTS FOR CONSUMER HEALTH PRODUCTS**

**Products placed on the market must be safe and contain the information ensuring their traceability, such as the identity of the manufacturer and the product code. Where necessary, products must be accompanied by warnings and notices on the risks inherent in their use.**

**Sellers are solely responsible for ensuring that products offered for sale on the Marketplace comply with the safety requirements. Sellers are liable for the sale of products that do not comply with the safety requirements.**

Since 2019, Cdiscount has been a signatory of the "Product Safety Pledge", an initiative of the European Commission containing a series of commitments to accelerate the withdrawal of hazardous products sold on online sales platforms.

In that regard, we would draw your attention to the fact that:

- products may be covered by one or more regulations (particularly national and/or European) with respect to product safety (hereinafter "Safety Requirements");

- the safety requirements may be general in nature and applicable to all products (for example Directive 2001/95/EC of the European Parliament and the Council of 3 December 2001 on general product safety);
- Specific safety requirements for certain product categories may apply (for example: toys, electric devices and food products);
- safety requirements include information on the packaging or on information documents providing the buyer/user with all the necessary information on the manufacture of the product, the standards with which it must comply and the conditions under which it may be used.

### ➤ **Good practice to adopt**

As a Seller on our Marketplace, you are required to take all appropriate measures to ensure that all products that you offer for sale comply with applicable laws and regulations, and *at a minimum*:

- You are a manufacturer: design products which meet the safety requirements, and take all the appropriate steps to ensure and demonstrate compliance therewith (by demonstrating that tests have been carried out and the disclosure of certificates);
- You are an importer: check that the manufacturer has designed a product that meets the applicable safety requirements (particularly by checking the applicable regulations and that the products are in compliance therewith);
- You are a distributor: identify the safety rules applicable to the products you sell and check that the manufacturer and importer have complied with their obligations and the products meet the applicable safety requirements;
- In any case, it is your responsibility to ensure that the products, required packaging and other documents satisfy the safety requirements (particularly the presentation, markings, labelling and notices, etc.).
- You must refrain from offering any product for sale should you be uncertain as to whether it complies with the applicable safety requirements;
- Recall from sale any product which is subject to a recall procedure and take all due care in product recalls;

## **4. GOOD PRACTICE IN FIGHTING IP BREACHES**

**It is illegal to offer counterfeit products for sale. As a Seller, you are solely responsible for selling counterfeit products to Buyers and copyright holders.**

Cdiscount Marketplace cares about protecting the rights of third parties. In that regard, we would draw your attention to the fact that:

- infringement may come in different forms, in particular :
  - ✓ Copying or imitating the name, logo, shape, motifs or presentation of a product protected under a trademark, design, model, or copyright, or copying a patented technical invention.

✓ as well importing Products into the European Union territory without authorization of the holder of the intellectual property rights;

• Counterfeit products are at significant risk of falling foul of the Safety Requirements applicable to products as described in the previous section.

### ➤ **Good practice to adopt**

As a Seller on our Marketplace, you must, *at a minimum*:

• Check the authenticity and more generally that your products are non-infringing before placing them on the Marketplace;

• Should you have any doubts as to whether your products are authentic and non-infringing, refrain from posting them online;

• Respond to all claims from Buyers within the deadlines and conditions set out in the GCMA and compensate the Buyer where applicable.

## **5. GOOD PRACTICE IN FIGHTING SOCIAL SECURITY AND TAX FRAUD**

**You will be held solely responsible by Buyers, third parties and the tax authorities for any sales made without a proper understanding of applicable taxation (VAT in particular) and tax-related charges (DEEE - tax on electronic equipment waste, Sorecop - tax on storage media), or of your obligations to pay social security contributions.**

In that regard, we would draw your attention to the fact that:

• The main tax on consumers in France is Value-Added Tax (VAT); the rate depends on the nature of the product;

• A number of parafiscal taxes may apply to certain categories of products such as: the tax on storage media or “Sorecop” which applies to all digital data storage media such as hard disks, memory cards, USB keys, tablets; and DEEE (Electric and electronic equipment waste) which applies to electric and electronic products;

• All business conducted in France is subject to national taxation (particularly corporate tax), save in strictly regulated cases. Income from sales generated through our marketplace is subject to tax and must be declared to the tax authorities in your tax return.

• All business conducted in France is subject to social contributions, save in strictly regulated cases. Income from sales generated through our marketplace must be declared to the social security authorities in your income declaration.

### ➤ **Good practice to adopt**

As a Seller on our Marketplace, you must, *at a minimum*:

• Check the official websites:



- ✓ [www.impots.gouv.fr](http://www.impots.gouv.fr), for information on your tax obligations
- ✓ [www.securite-sociale.fr](http://www.securite-sociale.fr), for information on your social security obligations
- Check the VAT rate applicable to your products and apply the appropriate VAT rate;
- If you believe that you are not subject to VAT, you must check to be certain that such an exoneration applies to your personal circumstances;
- Check whether your products are subject to parafiscal taxes and apply the appropriate parafiscal taxes to your products;
- Pay the taxes applicable to your business conducted on our Marketplace. If you have reason to believe that your business is not subject to tax in France, verify that this is the case and be prepared to provide proof.

## 6. CDISCOUNT: HOSTING CDISCOUNT MARKETPLACE

We wish to make our Marketplace a quality platform for Buyers and third parties. To that end, Cdiscount:

- Will respond to any request from the public authorities under their powers to access documents for tax collection purposes, related to Sellers and their products;
- Encourages all persons to notify us in accordance with Article 6. 1.-5 1 of **French Law n° 2004- 575 of 21 June 2004 on confidence in the digital economy “LCEN”**, of the presence of manifestly illicit content on the Cdiscount Marketplace;
- Encourages all persons to notify us of the presence of products on the Cdiscount Marketplace that do not meet the Safety Requirements;
- Reserves the right to immediately suspend any offer which is not in line with the good practices outlined above, and more generally to apply any measure provided for in the GCMA.

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**APPENDIX 6 –**  
**Cdiscount · Fulfilment**  
**GENERAL TERMS OF SERVICE**

Cdiscount Fulfilment is a set of logistics and transport services proposed by the Cdiscount Company to the Sellers registered with the Cdiscount Marketplace.

These Cdiscount Fulfilment General Terms of Service provide for the contractual relationship between CDISCOUNT and Sellers wishing to subscribe to the service.

They shall govern access to and use of the Cdiscount Fulfilment service as a whole, which includes: receiving, storage, preparation, delivery, and return of products (hereinafter the "Products") sold by the Seller through the "Cdiscount Marketplace" marketplace and third party websites, as well as other optional additional services.

By signing up with the Cdiscount Fulfilment service, the Seller accepts without reservation that it will be bound by these General Terms of Service.

### **1. Registering with the service Cdiscount Fulfilment.**

After reading and accepting these Cdiscount Fulfilment General Terms of Service, Sellers wishing to subscribe to the service must complete the online account registration request form accessible at the website <http://marketplace.cdiscount.com/cdiscount-fulfilment.fr>.

CDISCOUNT will notify Sellers of the acceptance or refusal of their registration by email.

Once CDISCOUNT has accepted their registration, Sellers may access their Cdiscount Fulfilment account via the Seller Space at: <https://sellerstore.cdiscount.com>.

When Sellers connect for the first time, to protect their confidentiality, they will need to create an ID and personal password. They will then become solely responsible for their use and will in this regard take all the logical and physical measures necessary to protect their confidentiality.

Sellers must comply with the instructions available in their Seller Space. Any update to the instructions will be communicated to Sellers who must comply with it within the time provided by CDISCOUNT.

### **2. Products eligible for the Cdiscount Fulfilment service**

For all Products they wish to entrust to CDISCOUNT for the execution of all Cdiscount Fulfilment services, Sellers will provide full reference information in the format requested by CDISCOUNT.

Sellers shall promptly transmit all information regarding their Products and keep such information updated.

For each new Product reference that Sellers wish to entrust to CDISCOUNT, the Cdiscount Fulfilment service will either confirm the agreement or not, and if such agreement is granted, will issue a Product reference number.

CDISCOUNT may at any time refuse to include or maintain the inclusion of one or more Product(s) in the Cdiscount Fulfilment service, in particular if CDISCOUNT believes that there may exist a risk to health or safety, or a risk of liability for CDISCOUNT, its staff or third parties. This right shall in no event exempt the Seller from liability.

In addition, CDISCOUNT may suspend the Cdiscount Fulfilment service for a Product insofar as it does not comply with the product sheet with which it is associated on the Cdiscount Marketplace. The Purchaser will be notified by CDISCOUNT and will have fifteen (15) working days, from the date of this notification, to send re-labelling instructions.

In the absence of a response within the aforementioned period, CDISCOUNT will make the Products available under the conditions of article 8.2 hereof.

### **3. Acceptance of Seller products at Cdiscount Fulfilment warehouses**

Once CDISCOUNT has confirmed the registration of the Product references pursuant to Article 2 above, Sellers shall follow the instructions available in their Seller Space to proceed to deliver their products to the Cdiscount Fulfilment warehouses in accordance with the specifications "Cdiscount Fulfilment Terms of Delivery", as provided by CDISCOUNT by e-mail.

Sellers are required to wait for the "CDA" (supply order) delivery confirmation number(s) to be issued, validating the physical dispatch of the Products, before shipping their Products. The Seller shall also provide CDISCOUNT with all documents required by applicable regulations, including the import number.

Sellers or the agent of their choice shall bear the full cost incurred by transporting their goods to Cdiscount Fulfilment warehouses, and shall transport the goods on their own liability.

CDISCOUNT draws Sellers' attention to the fact that, pursuant to the specifications "Cdiscount Fulfilment Terms of Delivery" the "CDA" number assigned by CDISCOUNT must appear on the documents submitted by the carrier to CDISCOUNT upon delivery. Otherwise CDISCOUNT may refuse to accept the Products.

Sellers commit to shipping the Products according to DDP incoterms (named place of destination). Sellers are solely responsible for any loss or damage occurring during transport, and for paying transport costs (including in case of proceedings brought by the carrier against CDISCOUNT under Law No. 98-69 of February 1998, the "Gayssot Act"), customs duty, taxes and any other charges.

CDISCOUNT is not, and should not in any way appear as, the importer, consignee, intermediary or addressee for the Products. CDISCOUNT reserves the right to refuse to accept the Products if any such indication appears on the documents provided by the Seller's carrier.

Sellers shall ensure that all products are properly packaged so as to protect them against the risk of damage or deterioration during transport and storage, in accordance with the Specifications "Cdiscount Fulfilment Terms of Delivery" in force, as provided by CDISCOUNT.

CDISCOUNT may provide Sellers with specific instructions regarding Product packaging with which they must comply. CDISCOUNT draws Sellers' attention to the fact that in cases of Seller non-compliance with the "Cdiscount Fulfilment Terms of Delivery" or with instructions given by CDISCOUNT, particularly in regard to packaging or the information required on the delivery notes for the Products, CDISCOUNT may, at its discretion:

- either refuse to accept the Products, without incurring any liability;
  - or rectify the non-compliance (labelling, packaging ...), at the Sellers' exclusive expense;
- All this within the conditions described in the Specifications "Cdiscount Fulfilment Terms of Delivery".

CDISCOUNT shall notify Sellers, either in their Seller Space or by e-mail:

- of Products received by CDISCOUNT in its Cdiscount Fulfilment warehouses and successfully integrated into stock.
- of discrepancies between quantities expected and quantities received;
- of any disputes upon reception: non-conformity of product, products no available in the Seller's catalogue;
- of any possible visible damage observed on the Product packaging or on the Products themselves;
- of any refusal of acceptance by CDISCOUNT.

In case of reception related disputes or visible damage observed on the Product packaging or the Products, Sellers will be notified by CDISCOUNT and shall have five (5) working days from the date of notification to provide a reply to CDISCOUNT regarding the choices that will be proposed to them in the notification (transfer to CDISCOUNT to be given to charities, return, and as a last resort in very limited circumstances (e.g. counterfeit) destroy).

In case Sellers need to take back the Products due to a reception related dispute or due to visible damage or at CDISCOUNT's request for the return, CDISCOUNT shall inform the Seller that the Products have been made available under the terms of Article 8.2 of the present Cdiscount Fulfilment General Terms of Service..

If no response is received from the Seller after the aforementioned five (5) working days period, or no effective retaking of the Products within fifteen (15) working days of notification, the Seller acknowledges and accepts that CDISCOUNT may dispose of the Products as it sees fit under the terms of the aforementioned Article 8.2 .

CDISCOUNT draws Sellers' attention to the fact that in case of delivery to Cdiscount Fulfilment warehouses of a surplus over the amount of Products listed in the "CDA" and expected by CDISCOUNT, CDISCOUNT reserves the right to receive the surplus quantities. The quantities actually received will be reported and may be consulted by Sellers in their Seller Space.

The Seller is also informed that Cdiscount may open the packaging of the Products delivered to the warehouse in order to check their compliance, in particular with these General Terms of Service.

#### **4. Warehousing Service**

4.1. CDISCOUNT will warehouse the Sellers' Products as accepted upon receiving by CDISCOUNT and as compliant with these Cdiscount Fulfilment Terms of Service.

CDISCOUNT identifies Seller Products using a specific code, using data supplied by Sellers.

Sellers acknowledge and agree that their products will be warehoused by CDISCOUNT in accordance with the latter's warehousing policy, and that their products will be freely placed or displaced by CDISCOUNT within its facilities.

In case of loss or damage to Products caused during warehousing (except for loss of returned products that have been "damaged" by the client in compliance with Article 7), CDISCOUNT shall compensate Sellers for the value of the Products lost or damaged up to the amount of the "Amount of compensation" provided in the appendices of present Cdiscount Fulfilment's Terms of Service.

The Seller will be informed by CDISCOUNT of the Products damaged during warehousing and will have 5 working days from the notification to give an answer to CDISCOUNT among the alternatives provided in the notification (destruction, making the Products available for the Seller to take it back etc.).

In the event that a Purchaser submits a claim for the non-compliance or the illegal nature of a Product, or the reception by CDISCOUNT of any other warning from a third party about this non-compliance or illegality, CDISCOUNT reserves the right to remove the batch of Products concerned from the Seller's stock, where the Seller must replenish his/her/its stock at his/her/its cost.

4.2. To validate the storage of its products, the Seller must, as appropriate, provide CDISCOUNT with a safety protocol in French in compliance with the EU Regulation No. 1272/2008 on the classification, labelling and packaging of substances and mixtures.

CDISCOUNT may at any moment decide for security reasons to suspend the reception of dangerous goods.

4.3. The Seller must make a request to withdraw his/her/its Products before their date of minimum durability date or use-by-date is less than one (1) month. In case of non-compliance with this obligation CDISCOUNT is free to dispose of the Product, in particular to recycle it if it is possible.

#### **5. Preparation and shipment service for orders submitted to Sellers by Purchasers**

CDISCOUNT provides Sellers with a preparation service for orders for Products submitted by Purchasers, purchased from Sellers.

CDISCOUNT will package the products (if necessary) and will label the packages with the recipient's delivery address provided. Please note that for logistical optimization reasons and in order to improve its carbon footprint, CDISCOUNT reserves the right to send Products from several Sellers to the same Buyer within the same package. CDISCOUNT disclaims all liability, particularly in regard to delays in delivery caused by the incorrect or incomplete transmission of the information necessary for CDISCOUNT's preparation and dispatch of the order.

CDISCOUNT will be able to process order preparation without any particular action being required of Sellers. CDISCOUNT will notify the Seller that the package's packaging may mention or contain the CDISCOUNT name and/or advertising material.

## **6. Delivery service to Product recipients**

6.1. Delivery of Products to Purchaser addressees is possible only to countries to which the Hosting Site delivers.

In this context, and in view of facilitating billing and payment by the Purchasers for their order, Sellers, operating as intermediary for the sale, will offer the delivery services marketed by CDISCOUNT to its own consumer customers.

The Sellers may thus provide his/her/its Purchasers the benefit of the advantageous delivery rates and choices offered by CDISCOUNT to its own customers. In addition, Purchasers will receive only one invoice, and make only one payment for the entirety of their order.

Therefore, when Purchasers place orders on the "Cdiscount Marketplace" marketplace for Products entrusted to the Cdiscount Fulfilment service, Sellers agree to exclusively display the delivery methods offered by CDISCOUNT at that time, for the delivery fees set by CDISCOUNT.

Based on the choice of delivery method selected by the Purchaser from the Seller, CDISCOUNT or its subcontractors will carry out the delivery of the Products to the delivery addresses provided by the Purchaser.

Purchasers will be notified by email from the CDISCOUNT customer service department as the delivery of their order progresses.

CDISCOUNT will invoice Sellers for the amounts paid by the Purchaser for the delivery of the Products.

The Seller for its part, as intermediary for the sale, shall include its delivery charges on its invoice sent to Purchasers, for the delivery service it provides.

In case of complaints from a Purchaser regarding delivery, CDISCOUNT undertakes to provide the information and documents required to handle the dispute. In any event CDISCOUNT shall remain responsible for loss and damage to the Products during transport and delivery failure, except if caused an error in the address provided by the Purchaser or Seller. CDISCOUNT shall compensate Sellers for the value of the Products lost or damaged during transport up to the amount of the "Amount of compensation" provided in Appendix 1 of the present Cdiscount Fulfilment General Terms of Service.

## **7. Product Return Service**

CDISCOUNT provides a "Product returns made by clients" services for the Products sold by the Seller.

CDISCOUNT directly handles requests for the return of Products purchased from Sellers directly with the Purchaser, except for return requests concerning legal warranty of conformity or hidden defects (e.g., failure while under warranty, failures encountered during entry into service). In such case, the Seller will handle the complaint directly with the Purchaser in accordance with the GCMA.

In the event of a Product return, the CDISCOUNT will examine the returned Product on reception to classify it as "new" or "damaged" according to its condition. In case the Product returned by the Purchaser is "new", the CDISCOUNT reintegrates the Product in Seller's saleable stock. On the contrary, should the Product returned by the

Purchaser be classified as “damaged”, the CDISCOUNT does not reintegrate the Product to Seller’s saleable stock and makes it available for the Seller to organize the taking back of its “damaged” stock. The Seller undertakes and accepts no being compensated by the CDISCOUNT for the “damaged” Products returned by Purchasers.

The seller will be informed by CDISCOUNT of the return of a “damaged” Product and will have five (5) working days from the notification to give an answer to CDISCOUNT among the alternatives provided in the notification.

Products shall be taken back according to the terms of Article 8.2 of the present Cdiscount Fulfilment General Terms of Service.

In the event that the Seller fails to reply within the above-mentioned five (5) working days, or within fifteen (15) working days of the notification of Products provision, CDISCOUNT may freely dispose of the Products under the terms of the aforementioned Article 8.2.

In addition, in the event that a Product is returned with a best-before limit, CDISCOUNT is free to dispose of the Product, in particular to recycle it if it is possible.

## **8. Product Return**

8.1. CDISCOUNT may at any time require the Seller to take back the Product for reasons such as: Product safety alert, risks of deterioration of the Products, failure by the Seller to fulfil his obligations, absence of stock of a Product during 6 months etc.

The Seller may also at any time make a request to take back Products in stock, except during the period between December 15 and January 15. The Seller also acknowledges that depending on the period the Sellers makes its request to take back its Products, the usually observed delays may be extended due to peaks in activity (for example: end of year period, sales...).

8.2. The return of the Products will be carried following the notification by CDISCOUNT of their availability.

In the event the Products are not effectively returned to us by the Seller within fifteen (15) working days of notification of availability, CDISCOUNT may freely dispose of the Products (including, give, in particular to a charity, repair and / or resell, and as a last resort in very limited circumstances (e.g. counterfeit) destroy), which the Seller acknowledges and accepts.

8.3. If the Seller wishes to return dangerous goods, he/she/it must provide CDISCOUNT will all of the documents required by the legislation and regulations regarding their transportation (bills, labels of dangerousness, etc.).

## **9. Optional additional services**

CDISCOUNT may offer the Seller the following optional additional services. These optional additional services are solely available upon registration. Applicable conditions and tariffs are available upon request via the Seller Area.

**9.1. Fulfilment on Demand.** CDISCOUNT offers a delivery service that enables the circulation of Products directly from receipt to despatch, without first going via storage at CDISCOUNT warehouses (hereinafter referred to as “Fulfilment on Demand”). Thus, as soon as the Purchaser’s order is placed with the Seller, the Seller delivers to the CDISCOUNT warehouse address and CDISCOUNT then takes care of delivering immediately to the Purchaser with no storage phase.

When using the “Fulfilment on Demand” service, the Seller undertakes to deliver to the CDISCOUNT warehouses according to the information provided by him in his Seller Area and validated by CDISCOUNT and within 20 (twenty) days following the Purchaser order date. The Seller is informed that if the deadline for delivery to the CDISCOUNT warehouses to which he has committed himself is not met, the orders concerned will be automatically cancelled.

**9.2. Upstream and downstream transport.** In order to make it easier for the Seller to send or return items to or from one or more CDISCOUNT storage locations, CDISCOUNT can put the Seller in touch with one or more transport providers who can provide upstream of downstream transport services from the address of their choice to the CDISCOUNT storage warehouses or vice versa.

The applicable conditions and rates are available upon request via the Seller Space.

Transport is carried out at the expense and under the exclusive responsibility of the Seller.

By derogation of Article 11 of the present contract and in the event of Product losses or damages during the performance of the upstream or downstream transport, CDISCOUNT's liability will be capped at the sum of the penalty applicable to the transport of goods stipulated by the regulations in place at the time of the event causing the said damage or loss.

**9.3. External orders.** CDISCOUNT offers its *Cdiscount.Fulfilment* services for Products sold by Sellers on other websites, under the same conditions applicable for the orders placed on Cdiscount.Marketplace.

**Regarding preparation of the orders placed on other websites,** Sellers shall transmit the information regarding the recipient and delivery address, according to the instructions and in the format requested by CDISCOUNT. Sellers are sole responsible for the information provided. For this optional additional service, the packaging and labels provided by CDISCOUNT shall include one distinctive sign belonging to CDISCOUNT.

**Regarding delivery of External orders,** CDISCOUNT will inform Sellers of the delivery method(s) available. CDISCOUNT draws Sellers' attention to the fact that not all of the delivery methods available as part of Seller sales on the "Cdiscount Marketplace" marketplace will be available for sales made by Sellers on other websites. Sellers will be notified in their Seller Space of the progress made in the delivery of orders placed by Purchasers.

**Regarding the return service of External sales,** the Seller will process customer returns in their entirety. If the Seller decides to accept a Product return, the Seller may accept the return via the Seller Area, thus triggering the return proceedings for the return of the Product by the Purchaser in order to reintegrate the returned Product into its Cdiscount Fulfilment stock.

In the event Products of External orders are lost or damaged, the Seller shall be only and exclusively compensated based on the amounts of compensation presented in the appendices of the present Cdiscount Fulfilment General Terms of Service.

## **10. Financial terms**

**10.1.** The CDISCOUNT rates in effect for the Cdiscount Fulfilment service, invoiced to the Seller by CDISCOUNT, are given in Appendix 1 of the present Cdiscount Fulfilment General Terms of Service. Rates for the optional additional services offered by CDISCOUNT are available upon request via the Seller Area.

Rates are subject to a revision under the conditions stated in article 11.2 of the GCMA.

In case of Seller disagreement, the latter shall be entitled to terminate the Cdiscount Fulfilment service under the conditions of the article 13.1 hereof.

## **10.2. Terms of payment**

Cdiscount invoices become due immediately after their issue and are subject to a debit every ten days.

Pursuant to the legal dispositions in force, CDISCOUNT is obliged to notify the Seller that in the event of late payment, interest on arrears will be charged automatically starting from the invoice due date, at a rate equal to three (3) times the legal interest rate, plus a lump sum set by decree for recovery costs.

Compensation will be automatically transacted under the conditions stated in the GCMA from among amounts owed to CDISCOUNT by the Seller and amounts owed to the Seller by CDISCOUNT, including any amounts due in the context of the relationship between the Seller and CDISCOUNT on the Cdiscount Marketplace.

The Seller grants to CDISCOUNT the irrevocable right to assign its debt to any entity at any time.

**10.3.** CDISCOUNT reserves the right to delay the delivery of all or part of the Products entrusted by the Seller until complete payment of the invoices by the latter and of all amounts owed to CDISCOUNT by the Seller for any reason whatsoever.

**10.4.** In the event of the delayed or defaulted payment of any sum owed by the Seller to CDISCOUNT, the latter reserves the right:

- To retain for a resale value covering the sums due by the Seller any Product entrusted to CDISCOUNT under the Service until full payment by the Seller of all the amounts due; and, if applicable
- To dispose of the Product(s) concerned at its discretion thirty (30) calendar days after a formal notice to pay the sums due to the Seller has remained unanswered. After this period, the ownership of the Products will be automatically transferred to CDISCOUNT.

In addition, CDISCOUNT will proceed to the pick-up of the stock of Products available for sale on the Cdiscount Marketplace and will suspend all ongoing or planned deliveries. In case of failure of payment, following a thirty (30) days period after a notice served by registered mail with delivery confirmation with no effect ownership of the Products shall automatically transfer to CDISCOUNT, and the Seller acknowledges and accepts that CDISCOUNT may dispose of the Products as it sees fit (including donating, in particular to a charity repairing and/or reselling, and as a last resort in very limit circumstances (e.g. counterfeit) destroying them).

## **11. Liability**

CDISCOUNT shall not replace the Seller in its obligations to its Purchasers nor take on such obligations.

In this regard, CDISCOUNT reiterates to Sellers that the following shall be their responsibility:

- to act in accordance with all legislation on the protection of consumers,
  - to pay all taxes and contributions owed.
  - to act in accordance with all legislation associated with the Law on Computing and Freedoms as amended and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, in particular ensuring that its Purchasers are able to exercise, in particular, their right to dispute, correct and access data concerning them.
- CDISCOUNT may only be held liable with regard to the Seller, as appropriate, on the basis of proven fault and up to limit of the direct damage (excluding all other damage). If however an enforceable pecuniary judgment is pronounced against CDISCOUNT, its conviction for any potential damages may not exceed the gross amount for the provisions of the Cdiscount Fulfilment service as billed by CDISCOUNT in respect of the twelve (12) months preceding the event causing the said damages.

## **12. Subcontracting**

CDISCOUNT may subcontract the obligations imposed upon it in whole or in part. In any event, CDISCOUNT shall remain the Seller's sole interlocutor and shall remain solely liable for the proper implementation of the entirety of the Cdiscount Fulfilment services, up to the limits referred to in Article 11 above.

CDISCOUNT commits to settling any disputes directly with its subcontractor(s) without requiring the Seller's involvement.

## **13. Termination**

### **13.1. Termination for Convenience**

Beyond the cases provided in these Cdiscount Fulfilment General Terms of Service, the Seller and CDISCOUNT may at any time without cause and without cost, penalty, or obligation whatsoever, terminate the Cdiscount Fulfilment service in accordance with the following stipulations:

- upon Seller initiative, under the conditions of article 8 hereof.
- upon CDISCOUNT's initiative, by the provision of notice regarding such decision to the Seller by registered mail with delivery confirmation with ninety (90) calendar days' advance notice.

### **13.2. Termination for breach**



In case of non-compliance by the Seller or by CDISCOUNT with its obligations hereunder, and/or any obligations inherent in its activities, the contractual relationship between the Seller and CDISCOUNT may be terminated at the other party's discretion.

Termination will occur within ten (10) calendar days after a notice of default served by registered mail with delivery confirmation to the defaulting party with no effect. In such case, the other party may terminate by a second letter sent registered mail with delivery confirmation to the defaulting party.

In case of serious and/or repeated misconduct, termination may take place immediately by notice sent registered mail with delivery confirmation to the defaulting party reporting the gross and/or repeated negligence imputable to the latter.

The termination shall take effect without prejudice to any other remedy that may be directed against the defaulting party.

### **13.3. Termination upon closure of Seller registration with the Cdiscount Marketplace service**

The termination of the Seller's registration with the Cdiscount Marketplace shall automatically entail termination of the Cdiscount Fulfilment service, without any formality.

Inversely, cancellation of the Cdiscount Fulfilment service does not automatically entail termination of the Seller's registration with the Cdiscount Marketplace marketplace.

### **13.4. Effects of termination**

Following receipt of a notice of termination from either party, CDISCOUNT shall proceed:

- Within five (5) working days, to carry out technical closure (information systems) for inflows and outflows of Products in stock;
- Within thirty (30) working days, to render the Products available to be taken back by the Seller.

CDISCOUNT shall notify the Seller when the Products are made effectively available. The Seller agrees to make an appointment to take back its Products from CDISCOUNT as soon as possible after CDISCOUNT renders them available, within fifteen (15) working days following notification of the effective availability of the Products.

Services provided by CDISCOUNT until the Seller takes the Products back will be invoiced to the Seller by CDISCOUNT in accordance with appendix A of the present Cdiscount Fulfilment General Terms of Service.

If the Seller does not take back its Products within the aforementioned period, the Seller acknowledges and agrees that CDISCOUNT may freely dispose of them under the terms of Article 8.2 of the present Cdiscount Fulfilment General Terms of Service.

## **14. Protection of Personal Data**

The terms "Personal Data" "Processing", "Persons concerned", "Data Controller" and "Subcontractor" will have the definitions as established by the Regulation RGPD. In the context of the execution of these Cdiscount Fulfilment General Terms of Service, including the External orders, the Seller is the Data Controller and CDISCOUNT acts as a Subcontractor with regard to the Seller.

CDISCOUNT may act as the Data Controller for all processing relating to the management of its activity, for which these provisions do not apply.

14.1. The Parties undertake, each as far as they are concerned, to comply with applicable laws and regulations this term designates all national and European laws, regulations and other standards, applicable to the processing of personal data carried out by the External orders activity, including in particular the EU Regulation n°2016/679 of April 27, 2016 on the protection of personal data (hereafter "Regulation") and all national laws of the European Union Member States adopted in addition to or in application of the provisions of the Regulation such as, and without limitation, the law n°78-17 of January 6, 1978 relating to information technology, files and freedoms, as well

as, where applicable, the laws, regulations and other national, European and international standards applicable to the processing of electronic communications data, the use of tracking technologies such as cookies and direct prospecting (commonly referred to as "e-Privacy" rules).

14.2. The Subcontractor processes, on behalf of the Data Controller for the service Cdiscount Fulfilment including the External orders:

- The following personal data: surname, first name, billing and delivery addresses, landline or mobile phone number, email address (encrypted or unencrypted depending on the sales channel) of Purchasers.
- The categories of Persons concerned: Purchasers
- For the following purposes: the management and delivery of the Products to the Purchasers, compliance with its legal and/or regulatory obligations.

14.3. Subcontractor's tasks

The Subcontractor undertakes to:

- Only process Personal Data for the sole purpose(s) of the subcontracting;
- Process Personal Data according to the instructions documented by the Data Controller;
- Immediately inform the Data Controller if the Subcontractor considers that an instruction violates applicable laws and regulations;
- Guarantee the confidentiality of the processed Personal Data;
- Immediately flag any modification or change that could impact the Processing of Personal Data entrusted to the Subcontractor;
- Respect the Personal Data storage period in accordance with the purposes for which it was collected or sent and delete all Personal Data upon expiry of the said storage period, in accordance with legal obligations applicable to the Parties.

14.4. Subprocessing

The Subcontractor may engage another processing subcontractor (hereinafter referred to as the "Subprocessor") to carry out specific processing tasks. The Subcontractor undertakes to enter into a subcontracting contract with the Subprocessor (i) before the start of any subcontracting impacting the processing activities (ii) holding it liable to the Subprocessor for obligations identical or equivalent to those imposed on it under the GTCU. The Subprocessor must provide sufficient guarantees and in any event, identical or equivalent to those charged to the Subcontractor and may not in turn recruit other subsequent Subcontractor(s) only in compliance with the conditions of these GTCU.

16.2.5 The Subcontractor will inform the Data Controller at least fourteen (14) days before the addition/replacement of a Subprocessor. In the event that the Data Controller opposes this addition/replacement, within seven (7) days of the information being received, the Data Controller will have the right to terminate the GTCU without charge or other penalties other than the outstanding amounts due for services already provided.

The Data Controller is informed that, at the date of signature of this/the Seller's adhesion to this Agreement, the Subcontractor has recourse to subsequent Subcontractors specialized:

- in the management of warehouses;
- in transport.

14.5. Information of Persons concerned

14.5.1. For the Cdiscount Fulfilment service : The Subcontractor provides, via the data protection policy of its site, to the Persons concerned by the processing operations, the information relating to the processing of Personal Data carried out.

14.5.2. For the External orders service: It is the responsibility of the Data Controller to give information to the Persons concerned by the Personal Data processing operations (i) in the event of direct collection from the Persons concerned, at the time of the collection of the Personal Data and (ii) in the event of indirect collection, within a reasonable period of time not exceeding one month after obtaining the Personal Data or at the latest at the time of the first communication.

#### 14.6. Exercise of individuals' rights

Should the Persons concerned send the Subcontractor a request to exercise its rights, the Subcontractor must immediately address these requests upon receipt from the Customer via the Customer Area.

#### 14.7. Notification of Breaches

The Subcontractor will notify the Data Controller of any Breach as soon as possible after being made aware of it via the Customer Area. The notification will include the information referred to in Article 33.3 of the Regulation. If it is not possible to provide all of this information at the same time, the information may be communicated in stages without undue delay.

#### 14.8. Support and documentation from the Subcontractor within the context of compliance by the Data Controller with its obligations

The Subcontractor undertakes to assist, as far as is reasonable, the Data Controller in fulfilling its obligations under applicable Laws and Regulations.

In the event that the Subcontractor considers that a documented instruction from the Data Controller concerning the entrusted Processing could contravene the laws and regulations applicable to the protection of Personal data, or could risk resulting in a breach or violation of these, the Subcontractor undertakes to immediately inform the Data Controller, it being specified that the latter remains the sole judge between the Parties of the validity of the instructions given concerning the entrusted Processing.

#### 14.9. Security of Personal Data

The Subcontractor undertakes to implement appropriate technical and organisational measures in order to guarantee a level of security that is adapted to the risk(s) relating to the protection of Personal Data.

#### 14.10. Transfers of Personal Data

The Subcontractor is authorised by the Data Controller to operate any cross-border flow, in particular outside the European Union, of Personal Data necessary for the performance of specific processing activities.

In the event that the transfer takes place to a country recognised as "not offering a sufficient level of Personal Data protection" by the European Commission, the Subcontractor will be obliged - prior to any transfer - to formalise an agreement for the transfer of Personal Data outside the European Union signed between the Subcontractor, acting as an agent of the Data Controller and "exporter of Personal Data" and its own Subprocessor qualified as a "Personal data importer" and to ensure that the terms and obligations of this agreement are scrupulously respected by its subcontractor, on the basis of the European Commission's Standard Contractual Clauses, or, where applicable, of those adopted by a supervisory authority in accordance with the consistency control mechanism, then by the Commission. Thus, the level of protection guaranteed within the European Union must be guaranteed by the Subcontractor and the necessary measures to compensate for the insufficient protection of Personal Data must have been taken.

#### 14.11. Finality of Personal Data

At the end of the GTCU, the Subcontractor undertakes, according to the instructions given by the Data Controller, to carry out the final and irreversable deletion of all Personal Data communicated for the performance of the services, including any copies existing in the Subcontractor's information systems. The Subcontractor must order all of its Subprocessors to carry out this deletion.

#### 14.12. Data protection officer

Contact details of the Subcontractor's data protection officer: dpo@cdiscout.com.

#### 14.13. Documentation and auditing

The Subcontractor provides the Data Controller with the documentation needed to demonstrate compliance with its obligations. The Data Controller may carry out or have a third party auditor bound by a confidentiality agreement and not in competition with the Subcontractor carry an audit of the Subcontractor in order to verify the latter's compliance with its obligations hereof, and this at its own expense, a maximum of one (1) time per year, during normal office hours, subject to a notice of fifteen (15) working days including the designation of the persons or entities tasked with carrying out the audit. In the event that the Subcontractor has been audited during the same year as the Data Controller's audit request, it may communicate, on a confidential basis, a summary of the audit report instead and in place of an audit carried out by the Data Controller.

#### 14.14. Obligations of the Data Controller towards the Subcontractor

The Data Controller undertakes to document in writing any instruction concerning the Processing of Personal data by the Subcontractor. The Data Controller remains solely liable for the lawfulness of the entrusted Processing, in particular with regards to the principles and obligations provided for by the applicable laws and regulations concerning, in particular, the legal basis of the entrusted Processing and the information of the Persons concerned.

### 15. Miscellaneous

**15.1.** CDISCOUNT reserves the right to make changes to these Cdiscount Fulfilment General Terms of Service.

Sellers will be notified of such changes by an e-mail sent by CDISCOUNT fifteen (15) calendar days prior to the date of entry into force of the modified present Cdiscount Fulfilment General Terms of Service. The Seller is free to either accept the modified General Terms or to terminate its collaboration with CDISCOUNT in the conditions of article 13.1 hereof.

**15.2.** The failure by one of the parties to claim a breach by the other Party of any of its obligations under the Cdiscount Fulfilment General Terms of Service, or a delay in the exercise of any of its rights, shall not entail definitive waiver of its ability to enforce such provision or to exercise such right or any other right.

**15.3.** CDISCOUNT is permitted, at any time, to assign these General Terms of Cdiscount Fulfilment Service, in whole or in part, to any company directly or indirectly controlled by the CASINO Group, as provided under Article L. 233-3 of the Commercial Code.

**15.4.** In the event that one or more of the provisions of these General Terms of Service may be deemed null and void, or declared such pursuant to any law, regulation or unappealable decision pronounced by a competent court, the other provisions shall remain in full force and effect.

## APPENDIX A. “SMALL PACKAGE” SERVICE RATES

Concerns all Products for which the weight is < 30kg AND the expanded area (width + length + height) is < 2m.

### A.1. Warehousing Services

The provision of warehousing for Products entrusted to CDISCOUNT by the Seller as part of the Cdiscount Fulfilment service shall be invoiced to the Seller by Cdiscount:

- per Product reference number;
- based on the volume in m<sup>3</sup> of storage required (including packaging) for each Product reference number in question;
- according to the category applicable based on the stock rotation for the Product reference number in question (express storage, green standard storage, orange sensitive storage....) hereinafter referred to as the "Category";

And pursuant to the price list (€ exc. tax) given in the following table, rounded to €0.01 exc.tax per day and per Product:

<b>Storage billing</b>		
EXPRESS	< 2 weeks	Free
STANDARD	Between 2 weeks and 3 months	€10/ m <sup>3</sup> / month
SENSITIVE	> 3 months	€15/ m <sup>3</sup> / month

CDISCOUNT will send out invoices every ten days.

For each ten-day period, CDISCOUNT will calculate, for each Product reference number:

1. the number of m<sup>3</sup> in stock between the day “D” of the end of the ten-day period and “D – x” of the beginning of the ten-day period;
2. The amount to be invoiced to the Seller based on the number of m<sup>3</sup> in storage and the Category applicable for the Product reference number;

Based on the stock rotation for each Product reference number, CDISCOUNT will check if there is a change of Category for each Product reference number that will apply for the next ten-day period.

CDISCOUNT informs the Seller that when any new Product reference number is entered into stock the Category applicable shall be “standard stock.” Based on the stock rotation for the following ten-day periods, CDISCOUNT shall adjust the Category to be used in the ten-day periods to come.

### A.2. Provision of receiving, preparation, shipping, delivery and customer service

CDISCOUNT invoices these services per package, depending on the weight of the Product (packaging included).

Price list (€ exc. tax) applicable to the sales on the Cdiscount.Marketplace is as follows:

<b>Applicable tariffs from June 1<sup>st</sup>, 2019 to July 9, 2020</b>	
<b>Weight range</b>	<b>Price/parcel (€ exc.tax)</b>
0 - 99g	€2.10
100g - 249g	€2.40
250g - 499g	€2.80
500g - 749kg	€3.45

750g – 999g	€3.55
1kg - 1.49kg	€3.90
1.5kg – 1.99kg	€4.00
2kg – 2.99kg	€4.30
3kg – 3.99kg	€5.25
4kg - 4.99kg	€5.35
5kg – 5.99kg	€5.45
6kg – 6.99kg	€5.50
7kg – 7.99kg	€5.60
8kg – 8.99kg	€5.80
9kg – 9.99kg	€5.90
10kg – 11.99kg	€6.00
12kg – 14.99kg	€7.30
15kg – 19.99kg	€8.55
20kg – 24.99kg	€9.55
25kg - 30kg	€9.75

<b>Applicable tariffs from July 10, 2020</b>	
<b>Weight range</b>	<b>Price/parcel (€ exc.tax)</b>
0 - 99g	€2.15
100g - 249g	€2.50
250g - 499g	€2.90
500g - 749g	€3.60
750g – 999g	€3.60
1kg - 1.49kg	€4.00
1.5kg – 1.99kg	€4.10
2kg – 2.99kg	€4.50
3kg – 3.99kg	€5.50
4kg - 4.99kg	€5.60
5kg – 5.99kg	€5.70
6kg – 6.99kg	€5.70
7kg – 7.99kg	€5.80
8kg – 8.99kg	€6.00
9kg – 9.99kg	€6.10
10kg – 11.99kg	€6.30
12kg – 14.99kg	€7.70
15kg – 19.99kg	€9.00
20kg – 24.99kg	€9.65
25kg - 30kg	€9.85

#### SIDE COSTS

Category	Description	Price (€ exc. taxes)
Overhead outside	1m50 -2 m	+€2

#### A.3. Management of returns and other services provided

CDISCOUNT invoices these services at actual cost according to the table below:

Service	Applicable tariffs
Re labelling	€0.20 excl. tax / piece
Packaging	€0.80 excl. tax / palette
Consumables - palettes	€10.00 excl. tax / palette
Stock taking back	€30 excl. tax / hour
Transfer	€30 excl. tax / hour
Other services (stock transfer / sorting upon receipt)	€30 excl. tax / hour
Emptying oversized pallet	€8 excl. tax / palette
Dispute verification	€30 excl. tax / hour (if not conclusive)
Customer return	€4 excl. tax / return
Missed appointment	€200 excl. tax / appointment

The minimum billing for Taking Stock Bank/Transfer/Sorting for non-compliance/Dispute verification is €20 exclusive of tax.

#### A.4. "Amount of compensation" for Product loss or damage caused by CDISCOUNT:

CDISCOUNT calculates Product Amount of compensation having been subject to an order according to the formula:

Amount of compensation = Amount excluding tax of the Product subject to the order - Standard amount of the commission for the category.

In any other hypothesis and for External orders the Amount of compensation shall be determined according to the table below:

Product classification	Amount of compensation (€ exc. taxes)	Examples
Books / Music / DVD	€10	
High Tech accessories	€10	Phone chargers, USB cables, ...
Childcare products / Children games/ Toys	€20	Bathing toys, board games, costumes, ...
Textiles / Shoes	€20	
Household equipment	€40	Heating system, beauty, ...
Video games	€40	
Jewellery / Luggage	€40	Suitcases, Jewels
Handy work / gardening	€40	Drill, stepladder, chainsaw, ...
Storage and IT device	€70	Hard drive, Software, video card, ...

Embedded High Tech	€70	Portable DVD player, digital photo frame...
Multimedia	€90	Hi-Fi, Video game stations, ...
Small furniture	€90	Chairs, desk equipment...
Small household appliance	€90	Vacuum cleaner, cooking utensil...
High Tech	€140	PC, Notebook, Smartphones, Reflex, ...
Big household appliance	€140	Stove, dishwasher, ...
Bar games	€140	Billiard tables, baby foot, ...
Others	€40	

In the case of External orders, if the above compensation schedule provides for an amount greater than the amount at which the Product is offered by the Seller on the Cdiscount Marketplace, compensation will be made up to the amount of the Seller's last offer excluding VAT for the said Product on the Cdiscount Marketplace.

In the event of compensation of Product by CDISCOUNT, it may freely dispose of the said Product (including, give, in particular to a charity, repair and / or resell, and as a last resort in very limited circumstances (e.g. counterfeit) destroy), which the Seller acknowledges and accepts.



## **APPENDIX B. “LARGE PACKAGE” SERVICE RATES**

**Concerns all Products for which the weight is between 30kg < X < 180 kg OR for which the expanded area (width + length + height) is > 2m.**

CDISCOUNT draws the attention of the Seller to the fact that the price of Cdiscount Fulfilment services for “Large Packages” depends on the choice of the Seller as to the warehouses it delivers to and the geographical location of Purchasers.

Example: the Purchaser, based in the delivery area of warehouse A, orders a product which is only in stock in warehouse B. To fulfil the request of the Purchaser, Cdiscount Fulfilment will automatically proceed to a stock transfer from warehouse B to warehouse A. This service provision will be invoiced.

### **B.1. Warehousing services**

The provision of warehousing for Products entrusted to CDISCOUNT by the Seller as part of the CDISCOUNT Fulfilment service shall be invoiced to the Seller by CDISCOUNT:

- per Product reference number;
- based on the volume in m<sup>3</sup> of storage required (including packaging) for each Product reference number in question;
- according to the category applicable based on the stock rotation for the Product reference number in question (express storage, green standard storage, orange sensitive storage....) hereinafter referred to as the "Category";

And pursuant to the price list (€ exc. tax) given in the following table, rounded to €0.01 exc.tax per day and per Product:

#### **STORAGE BILLING**

EXPRESS	< 2 weeks	Free
STANDARD	Between 2 weeks and 3 months	€10/ m <sup>3</sup> / month
SENSITIVE	> 3 months	€15/ m <sup>3</sup> / month

CDISCOUNT will send out invoices to the Seller every ten days.

For each ten-day period, CDISCOUNT will calculate, for each Product reference number:

1. the number of m<sup>3</sup> in stock between the day “D” of the end of the ten-day period and “D – x” of the beginning of the ten-day period;
2. The amount to be invoiced to the Seller based on the number of m<sup>3</sup> in storage and the Category applicable for the Product reference number;

Based on the stock rotation for each Product reference number, CDISCOUNT will check if there is a change of Category for each Product reference number that will apply for the next ten-day period.

CDISCOUNT informs the Seller that when any new Product reference number is entered into stock the Category applicable shall be “standard stock.” Based on the stock rotation for the following ten-day periods, CDISCOUNT shall adjust the Category to be used in the ten-day periods to come.

## **B.2. Provision of receiving, preparation, shipping, delivery and customer service**

These services are invoiced per package by CDISCOUNT according to the Product family and volume (packaging included). Prices are shown in euros, excluding tax.

Universe	Sofas / Furniture	Large Electrical Appliances	Outdoor furniture and Games	Bedding	Others
<0,65m <sup>3</sup>	29,90 €	19,90 €	19,90 €	14,90 €	14,90 €
>0,65m <sup>3</sup>	34,90€	29,90 €	29,90 €	29,90 €	24,90 €

*\*Others: all products which are not included in universes mentioned in the table above.*

According to the choice made by the Seller to store his Products in one or several warehouses provided by CDISCOUNT, CDISCOUNT must, depending on the geographical location of the warehouse and the client consumer, transfer the Products to another Cdiscount Fulfilment warehouse.

SIDE COSTS		
Category	Description	Price (€ exc. taxes)
Overhead outside	3m -4 m	+5 €
	4m – 5m	+10 €
	>5m	+15 €

“Large Packages” are considered as “Oversized” Products, for which the expanded area (width + length + height) is > 2m.

CDISCOUNT will send out invoices to the Seller every ten days.

## **B.3. Management of returns and other services provided**

CDISCOUNT invoices these services at actual cost according to the table below:

Service	Applicable tariffs
Re labelling	€0.20 excl. tax / piece
Consumables - palettes	€10.00 excl. tax / palette
Stock taking back	€30 excl. tax / hour
Transfer	€30 excl. tax / hour
Other services (stock transfer / sorting upon receipt)	€30 excl. tax / hour
Emptying oversized pallet	€8 excl. tax / palette
Dispute verification	€30 excl. tax / hour (if not conclusive)
Missed appointment	€200 excl. tax / appointment

The minimum billing for Taking Stock Bank/Transfer/Sorting for non-compliance/Dispute verification is €20 exclusive of tax.

## **B.4. " Amount of compensation " for Product loss or damage caused by CDISCOUNT:**

CDISCOUNT calculates Product Amount of compensation having been subject to an order according to the formula:

Amount of compensation = Amount excluding tax of the Product subject to the order - Standard amount of the commission for the category.

In any other hypothesis and for External orders the Amount of compensation shall be determined according to the table below:

Category	Sub category	Amount of compensation
BIG HOUSEHOLD APPLIANCE	Kitchen	80
	Cleaning	100
	Drying	100
	Ironing	50
	Tidying	80
IMAGE, SOUND & IT	Video accessories	60
	IT accessories	30
	HI-FI	150
	Image – Video	100
	Printers/ multi functions / fax machine	100
	IT apparels	100
INDOOR / OUTDOOR	Pet shop	50
	Vehicles	80
	Couches and armchairs	100
	Interior design	50
	Maintenance, cleaning	50
	Outdoor equipment	50
	Games / Toys	50
	Music	50
	Outdoor	100
	Sport	50
	Bedroom	100
	Kitchen	100
	Garden	50
	Bedding	100
	Bathroom	100
Living room / dining room	100	

In the event of compensation of Product by CDISCOUNT, it may freely dispose of the said Product (including, give, in particular to a charity, repair and / or resell, and as a last resort in very limited circumstances (e.g. counterfeit) destroy), which the Seller acknowledges and accepts.

### **APPENDIX 3. PRICE LIST FOR OPTIONAL SERVICES**

The prices of the optional additional services offered by CDISCOUNT are available on request from the Seller via its Seller Space.