

## **General Conditions for Making Available the Cdiscount Marketplace via the Hosting Sites [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com)**

Effective date of last update: 23/08/2017

### **PRELIMINARY ARTICLE: DEFINITIONS**

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

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 [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com) sites.

CGMAD: 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.](#)

Product(s): Goods or service(s) sold online by the Sellers for the Purchasers' profit on the [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com) sites.

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

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

### **1. PREAMBLE**

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

- [www.cdiscount.com](http://www.cdiscount.com): online sales site intended for consumer Purchasers located in metropolitan France, including Corsica;
- [www.cdiscountpro.com](http://www.cdiscountpro.com): online sales site intended for professional Purchasers located in metropolitan France, including Corsica.

In this context, the Hosting Site shall not be a contracting party to the contract of sale. As a service-provider, it merely makes available Cdiscount Marketplace and the audience for the site [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com). In no case is it a reseller of the Products offered by Sellers on Cdiscount Marketplace.

### **2. FIELD OF APPLICATION – CHANGES TO THE CONDITIONS**

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

The Seller undertakes, for any use of Cdiscount Marketplace service, to familiarize himself/herself/itself and comply with the rules stipulated in the present GCU, the “Cdiscount Marketplace Good Practice Charter” as well as any other instructions or charter of good practice published on the Hosting Site for the attention of the Sellers.

The General Conditions applicable to Sellers shall be those shown on the on the date of registration on Cdiscount Marketplace.

The Hosting Site reserves the option of making changes to the present GCMA. Sellers shall be informed of any changes via e-mail, sent by the Hosting Site ten (10) working days before the amended GCMA date of entry into force. The Seller shall be free to accept the amended GCMA or terminate his/her/its use of Cdiscount Marketplace service, as per the present GCMA.

### **3. ACCEPTANCE/EXCLUSION OF THE SELLER IN THE CONTEXT OF THE “CIDISCOUNT MARKETPLACE” SERVICE USER**

#### **3.1. Registration Conditions**

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 within the Territory of the European Union or outside the European Union, and acting in the context of their usual business activity, regularly declared as such with the 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, the applicable professional charters, these GCMA, the Good Practice Charter and the GCU.

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 to request any supporting documentation, including after the Seller has registered, such as, but not restricted to:

- Proof of the company’s registration on the Register of Commerce and Companies or the Register of Trades for companies whose registered office is on European Union Territory or outside European Union Territory, that is no more than three (3) months old;
- Declaration of the company’s effective beneficiaries
- Identity card of the person or persons entitled to represent the company
- 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 Marketplace as its account holder.

The Seller undertakes to attest to the accuracy of the information that he/she/it provides and must notify the Hosting Site spontaneously of any change to this information.

**Attention!** A single legal entity can only have one Seller account. The Hosting Site may close any Seller accounts that have been opened in contravention of this rule.

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 months following the date of closure of the account. The Hosting Site reserves the right to accept or decline any new application.

Nonetheless, for Sellers whose account was cancelled 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.

The Hosting Site reserves the right to decline any new request to open an account on Cdiscount Marketplace from a Seller whose Cdiscount Marketplace account was closed twice.

### **3.2. Validation of the Seller's registration**

To register, the Seller completes a form available online and provides the documentary evidence required by the Hosting Site.

The Seller will have access to and shall familiarise himself/herself/itself with:

- the GCMA,
- the Good Practice Charter,
- the GCU applicable to the Hosting Site, and
- the Cdiscount Fulfilment General Terms of Service

and validate them. On this occasion, the Seller formalises his/her/its acceptance of the GCMA, the Good Practice Charter, the Cdiscount Fulfilment General Terms of Service and the GCU applicable to the Hosting Site.

The Hosting Site reserves the option 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 latter'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 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.

At any event 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 [www.cdiscount.com](http://www.cdiscount.com) and/or [www.cdiscountpro.com](http://www.cdiscountpro.com) sites depending on his/her/its subscriptions.

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

During this period, the Seller shall ensure that he/she/it comply with all of his/her/its obligations under the GCMA.

Should, by the end of these 30 days, the Seller shall have failed to comply with all of the minimum levels of service stated in Appendix 1 to this document or 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".

### **3.3. Change to the registration**

Sellers are required to notify the Hosting Site of their own accord, via their Cdiscount Marketplace Seller account, 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.

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 cancellation thereof, under the conditions indicated in item 3.7 "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 until the end of the next expiry date.

The Hosting Site reserves the right at any time to check the information provided.

### **3.4. Limitation of access to Cdiscount Marketplace**

In order to guarantee the security and satisfaction of Purchasers, Cdiscount reserves the right to temporarily suspend the Seller's Seller account while it ensures that the Products are successfully delivered to the Purchasers.

The Seller shall be informed of this check by e-mail. This check may take between a few hours and several days, depending in particular on the information from the Hosting Site regarding the successful delivery of the Products to the Purchasers.

Should this check lead to the conclusion that the Seller is not complying with his/her/its obligations regarding Product delivery to the Purchasers (such as serious failure to meet the minimum Levels of Service, provision of false information about Product delivery, etc.), the Hosting Site may close the Seller's Cdiscount Marketplace account under the present conditions.

Moreover, as soon as the Hosting Site receives an alarm produced by any third party, particularly one relating to the presence of a prohibited Product 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.

### **3.5. Registration period**

Sellers are allowed to register for an unlimited period.

### **3.6. Cancellation/Closure of a seller's Cdiscount Marketplace without fault**

#### **3.6.1. Cancellation at the Seller's convenience.**

A Seller may end his/her/its registration on Cdiscount Marketplace on the [www.cdiscount.com](http://www.cdiscount.com) and/or [www.cdiscountpro.com](http://www.cdiscountpro.com) sites at any time, by clicking the button marked “cancel my subscription” to be found on his/her/its Seller interface.

The closure of the account in question becomes effective during the 72 hours following the request for cancellation of the subscription by the Seller.

If the button marked “cancel my subscription” that actually implements the cancellation, is not pressed the cancellation will not be taken into account (even if the Seller has sent a message asking the Hosting Site to cancel it). Consequently, the subscription costs will continue to run and any commission generated shall be due from the Seller until notification of cancellation under the conditions specified here.

### **3.6.2. Cancellation for the convenience of the Hosting Site**

The Hosting Site has the option to cancel the Seller’s registration with three months’ notice starting from the date on which the Seller is sent a registered letter with acknowledgement of receipt notifying him/her/it of the cancellation.

### **3.6.3. Cancellation for inactivity**

If the Seller becomes inactive, namely through a lack of transactions performed by the Seller over a period of 6 (six) months from the date of the last transaction, the Hosting Site reserve the right to suspend and/or cancel the Seller’s account through mere notification to the Seller, in order to protect the interests of the Purchasers and Sellers.

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

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

a) Failure by the Seller to comply with any of the minimum levels of service minimum indicated in Appendix 1 shall result in the cancellation 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.

b) Failure by the Seller to comply with one of the minimum levels of service indicated in Appendix 1, observed on two occasions during a rolling period of 12 months, may, depending on the seriousness of the non-compliance, lead to the lawful cancellation 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 30 or 60 days.

Note: the Seller’s levels of service quality are measured across all of the sales made by the Seller on the [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com) sites.

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

Any 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 lawful cancellation of the Seller's account, without formalities, without notice, or with notice of less than 30 days, in the case of a serious and/or repeated offence.
- Cancellation of a Seller account after the deadline provided in an official notification remains unproductive for a period of 30 days.

### **3.8. Consequences of the cancellation of the Seller's registration:**

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 cancellation 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 [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com) sites,
- the Seller space shall become inaccessible when processing of orders still being processed on the date on which the contract was cancelled 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,
- When the Seller space becomes inaccessible, the Hosting Site reserves the right to provide the Seller's details to a Purchaser to a new person.
- Unless there is a cancellation that is due to an error by the Hosting Site, the subscription fees for the month in which the cancellation occurs shall remain due in full.
- **All of the amounts corresponding to orders and claims on the date of closure of the accounts shall be retained for a period of (three) 3 months maximum so that the Hosting Site can proceed to check the state of the Seller's account and the partial or total reimbursement of the Purchasers, if necessary.**

**IN ALL CASES OF CLOSURE OF THE REGISTRATION OF A SELLER, 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.**

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

- 4.1.** The Sellers 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 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.

- 4.2.** 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.

In this respect, 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, such as, unrestrictedly, the absence of delivery or availability of Products, delay in delivery or availability, delivery or provision of non-compliant Products, the absence of a reply or an unsatisfactory reply, the absence of handling within a reasonable time of two (2) working days for Purchasers' claims or any conduct that could adversely affect the Purchaser, 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,
- or to pay a credit note to the Seller into a deposit account,
- or to refuse to make any payment to the Seller,

**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 CALENDAR DAYS FOLLOWING THE REQUEST BY THE HOSTING SITE OF SUCH PROOF, THE HOSTING SITE SHALL PROCEED TO REIMBURSE THE PURCHASER AND SHALL CHARGE THE REIMBURSEMENT BACK TO THE SELLER, AS A PRIORITY BY OFFSETTING IT AGAINST ANY AMOUNT DUE OR HELD BY THE HOSTING SITE FOR THE SAID SELLER. 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 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 30 CALENDAR DAYS AFTER RECEIPT OF THE PRODUCT. IN THE ABSENCE OF WRITTEN CONFIRMATION WITHIN A DEADLINE OF TWO 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 THE REIMBURSEMENT BACK AS A PRIORITY BY OFFSETTING IT AGAINST ANY AMOUNT DUE OR HELD BY THE HOSTING SITE ON BEHALF OF THE SAID SELLER.**

- **IN THE ABSENCE OF A REPLY FROM THE SELLER TO THE PURCHASER'S CLAIM WITHIN A PERIOD OF TWO 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, AS A PRIORITY THROUGH OFFSETTING AGAINST ANY AMOUNT DUE OR HELD BY THE HOSTING SITE ON BEHALF OF THE SAID 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 CUSTOMER'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.**

**N.B.:** 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 may create a dedicated area within the Seller area 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 not to have been performed.

**4.3.** 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;
- No cost connected with the financing of the Seller's stock, to the loss of stock or unsold items;
- No cost connected with sales promotion;
- No investment specific to the Products and more widely to the Seller's business.

## **5. ROLE OF THE SELLER**

The Seller may freely decide which Products it wishes to offer on Cdiscount Marketplace and the conditions of sale thereof. The Seller shall nevertheless comply with the following obligations as well as any of the provisions of Appendix 1 especially concerning forbidden items.

### **5.1. Identifier/Password:**

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”. 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 www.cdiscount.com and www.cdiscountpro.com sites. If the Seller refuses to make this change, the Hosting Site reserves the right to proceed to closure of the account under the conditions of the GCMA for failure to perform.

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 account.

The Seller 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 and restricted to the duration of the contract between the Hosting Site and the Seller.

Sellers shall be solely liable for the security of their 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 their identifier and/or password, the Seller is required to change it/them as soon as possible.

## **5.2. General obligations of the Seller:**

The Seller undertakes:

- a. To process the Purchasers’ orders within forty-eight (48) working hours of their being placed
- b. To offer delivery deadlines that comply with the maximum deadlines provided in Appendix 3
- c. To proceed to the despatch of the Products ordered or making them available at a collection point in compliance with the delivery date or availability that he/she/it has indicated to Purchasers in Cdiscount Marketplace.  
Any order that has not been sent or made available at a collection point on the maximum delivery date stated to the Purchaser on Cdiscount Marketplace when he/she placed the order may be cancelled by the Hosting Site.
- d. To deliver or arrange for the delivery of the Products within the deadlines chosen by the Seller from the various options aforementioned in Appendix 3
- e. To use courteous and respectful language in communications with the Purchaser
- f. The Seller undertakes to correspond with the Purchaser exclusively in French and to write all the information that it posts on Cdiscount Marketplace regarding the Products, its general conditions of sale, etc. in French together;

- g. To assume any obligation for which it is liable under the 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;**
- h. Only to offer for sale on Cdiscount Marketplace Products that he/she/it has in stock and that are actually available.**
- i. To reply to any claim from a Purchaser within 24hours following reception and within a maximum of two (2) working days after the said claim under the conditions stated above.**
- j. spontaneously notify the Hosting Site, via their Cdiscount Marketplace Seller account, of any change to the Seller's identification information provided at the time of registration.**

Furthermore, the Seller undertakes not to:

- a. copy, reproduce, modify, create derivative works, distribute or disclose to the public any Hosting Site content without the specific prior written consent of the Hosting Site or, as applicable, that of any third party involved;**
- b. disrupt or attempt to disrupt the smooth running of the Hosting Site or the activities taking place thereon;**
- c. circumvent the exclusion protocols of robots or any other measure used to prevent or limiter the access to the Hosting Site;**
- d. publish content, offers or objects in inappropriate categories or domains on the Hosting Site;**
- e. be in breach of the laws, third party rights or the provisions of the present GCMA and the Good Practice Charter;**
- f. use the Cdiscount Marketplace platform if he/she/it is not legally competent to sign contracts, if he/she is aged under 18, has not acted on a professional basis, or if his/her/its account has been suspended temporarily or for an indeterminate period;**
- g. fail to deliver the items bought, unless the Purchaser does not comply with the conditions of sale or delivery or if the Seller is unable to check his/her identity;**
- h. circumvent or manipulate the structure of the commission, the invoicing process or the amounts due to the Hosting Site;**
- i. publish content that is false, erroneous, misleading or defamatory (including personal information);**
- j. transfer his/her/its Cdiscount Marketplace Seller account and identifier to a third party without the prior written consent of the Hosting Site;**
- k. fail to take security measures to protect his/her/its password;**
- l. use the Cdiscount Marketplace platform using the identifier of another person;**
- m. distribute or publish unsolicited advertising (spam), chain e-mails or pyramid systems;**
- n. insert any correspondence, presentation or advertising in the parcels sent to Purchasers or separately from the parcels;**
- o. 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;**
- p. copy, modify or distribute content on the Hosting Site that has been taken from other sites that are protected by copyright and trademarks;**
- q. 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.**

- r. 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.
- s. 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.);
- t. to perform any action or operation designed to circumvent the system for calculating the rate of service quality provided in Appendix 1 of the GCMA;
- u. 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.

### **5.3. Licences – Copyright:**

The Seller grants Hosting Site, gratis, the non-exclusive right to use, reproduce and display its trademarks and logos, and, any other graphics or texts supplied by the Seller as well as the non-exclusive rights to use, reproduce, represent, modify, adapt and create content derived therefrom and this shall be for the whole world, on any medium, for the term of protection of the copyright and for any type of usage connected with Cdiscount Marketplace and the Hosting Site.

The Seller grants the Hosting Site the right to reorganise/resize the content he/she/it supplies, especially in the in which the constraints of online presentation or ergonomics make this necessary.

The Hosting Site shall supply the matrices for the product files (structure, fields, field hierarchy, etc.) and it retains exclusive ownership thereof. The Seller agrees to refrain from reproducing these matrices for its own account or that of a third party. As long as the wording and/or captions incorporated by the Seller into the product files are of an original nature, the Seller shall retain ownership of the said texts. The following content, in a non-exhaustive list, is considered not to be original. The technical descriptions of the products and their appearance, the descriptions of warranties, services and/or accessories connected with the products.

### **Rules for placing on sale:**

Small ads that do not comply with the selling procedures for the Products as enclosed in Appendix 1 may result in the retraction of the small ads in question or the suspension of the Seller's account.

During this period, the Seller shall no longer be entitled to propose the sale of its products for which the small ads are non-compliant.

In no case may the Hosting Site's liability be challenged in this respect.

## **6. PAYMENT**

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

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.

The Hosting Site will not charge the Seller with fees for payments made by the Purchasers with credit or debit cards. However, the Hosting Site will charge the Seller with management fees for payments made by the Purchasers in several instalments, according to article 6.3, given this additional service provided by the Hosting Site generates additional fees.

The Hosting Site reserves the possibility of applying charges to the Purchasers depending on the payment method chosen.

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

Where the chosen payment method has charges applied to it by the Hosting Site, the Seller undertakes to invoice these charges to the Purchaser and forward them in full to the Hosting Site, concomitant with the payment of the commission due to the Hosting Site.

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.

The Seller shall not reimburse the Purchaser away from the Hosting Site. He/she/it must use his/her/its Seller account 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.

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). 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.

### **6.2. Invoicing for commission**

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 Hosting Site shall invoice the Seller for commission based on ten-day periods, in accordance with the following schedule:

Date of order acceptance by the Seller	Date of invoicing for commission
Between the 1 <sup>st</sup> and the 10 <sup>th</sup>	10 <sup>th</sup>
Between the 11 <sup>th</sup> and the 20 <sup>th</sup>	20 <sup>th</sup>
Between the 21 <sup>st</sup> and the last day of the month	the last day of the month

### **6.3. Invoicing for management fees relating to payment in several instalments by the Purchaser**

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.

The Hosting Site shall invoice the Seller with the amount of management fees based on ten-day periods, in accordance with the schedule mentioned in article 6.2 above.

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

**(i)** Payment of the proceeds of Product sales is made by the Hosting Site to the Seller on the 5<sup>th</sup>, 15<sup>th</sup> and 25<sup>th</sup> of each month, by bank transfer to a bank account in the name of the Seller.

For each deadline, the total payment corresponds to the total sales made by the Seller during the previous ten-day period, 7 calendar days following the latest possible delivery date for that period as advertised by the Seller, minus commissions and any other amount due by the Seller to the Hosting Site. This is to ensure that the Product has been successfully delivered to the Purchaser.

Table summarising the payments per ten-day period:

<b>Latest date for delivery of orders as advertised to Purchasers*</b>	<b>Date of issue of payment</b>
Between the 8 <sup>th</sup> and the 17 <sup>th</sup>	25 <sup>th</sup>
Between the 18 <sup>th</sup> and the 28 <sup>th</sup>	5 <sup>th</sup> of the following month
Between the 29 <sup>th</sup> and the 7 <sup>th</sup> of the following month	15 <sup>th</sup> of the following month

*\* 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.

**(ii) Note:**

- for the first payment, the payment date shall be calculated according to the following schedule:

<b>Latest date for delivery of orders as advertised to Purchasers**</b>	<b>Date of issue of 1<sup>st</sup> payment</b>
Between the 8 <sup>th</sup> and the 17 <sup>th</sup>	15 <sup>th</sup> of the following month
Between the 18 <sup>th</sup> and the 28 <sup>th</sup>	25 <sup>th</sup> of the following month
Between the 29 <sup>th</sup> and the 7 <sup>th</sup> of the following month	5 <sup>th</sup> of the month M+2

*\* 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.*

- Following a change of bank account details by the Seller, the payment date may be postponed by a maximum of 20 calendar days following receipt by the Hosting Site of all documentary evidence requested by the Hosting Site.

**(iii)** 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:

- THE ORDER TOTAL BEING THE SUBJECT OF A COMPLAINT BY A PURCHASER WHICH IS NOT RESOLVED BY THE SELLER,
- 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;
- IN THE EVENT OF DISPROPORTIONATE GROWTH/UNEXPECTED CHANGES BEING OBSERVED IN THE SALES MADE BY THE SELLER, PARTICULARLY WITH REGARD TO HIS/HER/ITS SALES HISTORY.

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

## **7. AMOUNTS DUE TO THE HOSTING SITE**

In addition to costs that may be liable to be paid back to the Hosting Site by the Seller in application of article 6.1 above, the amounts due to the Hosting Site are specified in Appendix 2. This price grid constitutes an integral part of the present GCMA.

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

The commission remains acquired by the Hosting Site under circumstances in which 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.

The commission is paid back to the Seller, however, in circumstances in which the Purchaser cancels the order before despatch or exercises his/her right of retraction after delivery of the Product.

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.

The amounts due to the Hosting Site are based on the current price list shown in Appendix 2 of this document. 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 (unless an agreement constituted an exemption was entered into between the Hosting Site and the Seller).

Consequently, before entering an item for sale on the Hosting Site via Cdiscount Marketplace, each Seller must check the updated amounts of commission applicable and other amounts that may be due to the Hosting Site. All of the amounts due to the Hosting Site shall be payable immediately and the payment is deducted via offsetting – whether or not the legal conditions for offsetting are all present – by cheque or automatic deduction.

Should the Seller fail to make payment, and as long as the Hosting Site obtains an enforcement order, the Seller undertakes to reimburse Hosting Site for all of the costs resulting from the recovery of the amounts in question and it authorises the Hosting Site to debit the designated payment card or bank account for the amounts due.

Any interest applicable to the amounts paid by Purchasers between the date of payment by Purchasers and the date of payment to the Sellers shall remain acquired by the Hosting Site.

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 and Services within the deadlines and by means of a valid method of payment.

## **8. OFFSETTING/ALLOCATION THROUGH CONVENTIONAL PAYMENT**

Offsetting shall legally take place 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 and/or any other amounts that the Hosting Site holds for and on behalf of the Seller, for whatever reason, is paid automatically and immediately.



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

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

- a.** The Hosting Site cannot be held liable for disputes (especially actions for counterfeiting, forgery or passing off) concerning the information communicated by the Sellers on Cdiscount Marketplace (texts, images, photographs, trademarks, logos, etc.), if the Hosting Site has not been notified of the illicit content that has been made available on the Site.

Since the Hosting Site is not involved in the sale entered into between the Sellers and the Purchasers, its liability cannot be sought in case of a dispute connected with the Products and their sale and in particular involving a Purchaser or an administration.

Sellers shall be solely liable for damages and liability, whether direct or indirect, material or non-material, caused to Purchasers and to any other third party due to the content they place on line on Cdiscount Marketplace, Products and Services they offer thereon and the sales they enter into therein. Consequently, the Sellers waive 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 Sellers on Cdiscount Marketplace (text, images, photographs, trademarks, logos, etc.) concerning the Products or the sale thereof.

- b.** Most of the information contained on the Hosting Site is updated in real time and is protected by intellectual property rights or these are assigned by the users or by a third party through a licence. The Seller acknowledges and agrees not to use a robot, spider, scraper or any other automated process to access the Hosting Site for any reason whatsoever, without the express, prior and written consent of the Hosting Site, otherwise it will be held liable in respect of the Hosting Site.

### **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 and/or industrial 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 throughout the world and do not constitute, in whole or in part, counterfeiting, forgery or passing off nor unfair competition;
- 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 and they do not wholly or partially constitute counterfeiting, forgery or passing off nor unfair competition.

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 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 company 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. PROTECTION OF PERSONAL DATA**

**10.1.** The Sellers have been explicitly informed by the Hosting Site, of the nature, extent and finality of the collection, processing and use of the data of a personal nature needed for their registration the extent and outcome of the collection, processing and use of the data of a personal nature necessary for their registration and the performance of the operations.

The Sellers specifically accept the collection, processing and use of the data of a personal nature. The Seller may consult and change the information at any time.

**10.2.** In the absence of express permission, the Sellers undertake not to use, in any form whatsoever, the data concerning other Sellers or Purchasers who can be consulted at the site or of which they become aware by using Cdiscount Marketplace, unless such usage is used to engage in and complete sales via Cdiscount Marketplace.

In particular, it is forbidden to use this information for advertising purposes and/or for unsolicited e-mails, unless the recipient of such e-mails gives prior consent, or for other means of contact that are undesirable or are for other illegal purposes.

**10.3.** The Seller acknowledges and accepts that when he/she/it places an item for sale on Cdiscount Marketplace site, his/her/its personal information, especially his/her/its surname and first name and his/her/its first name if it is chosen as the name of the shop, shall be posted on the Hosting Site and shall thus be visible by any potential Purchaser.

**10.4.** The Hosting Site reserves the right, in the case of the presumption of a reprehensible act, to communicate the data to the Seller in question (for example, contacts, IP address and information about his/her consultation of the site and content published) to the co-contractor, other third parties or the competent investigation authorities.

**10.5.** With respect to Purchasers, the Seller shall only have access to the information that is strictly necessary for the fulfilment of orders. He/she/it undertakes to ensure the confidentiality and integrity of this data, especially by the setting up of any physical and logical means that is sufficient to ensure the security of the data.

It agrees to refrain from using Purchasers' data for purposes other than the fulfilment of the orders.

## **11. 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 Conditions but does not guarantee that the Hosting Site, including Cdiscount Marketplace and the services associated therewith, shall be permanently available.

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 shall be liable for any direct and foreseeable damage within the limits of the selling price that is the subject of the dispute.

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;
- Due to the Purchasers.

## **12. PARTICULARITIES OF ORDERS DESPATCHED AND DELIVERED VIA THE CDISCOUNT FULFILMENT SERVICE**

Certain provisions of the present GCMA shall not be applicable to a Seller who has subscribed to the Cdiscount Fulfilment service.

The exemptions to the present GCMA are specifically provided for in the Cdiscount Fulfilment contract.

## **13. FINAL PROVISIONS**

### **13.1. Independence**

The Hosting Site and the Seller shall under no circumstances be considered as associates/partners in a shared enterprise of any kind.

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

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 must ensure that it remains capable of meeting its legal and contractual obligations, especially with respect to the quality of service stated in Appendix 1, and it is fully aware that failure to comply with these obligations could result in the closure of his/her/its account under the conditions of the present GCMA.

Consequently:

- 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.
- 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.

### **13.2. 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.

### **13.3. 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.

### **13.4. 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.

### **13.5. 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 French case law.

### **13.6. 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.

### **13.7. Litigation**

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

**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 COURTS WITHIN THE JURISDICTION OF THE BORDEAUX COURT OF APPEAL EVEN IN A CASE OF A PLURALITY OF DEFENDANTS, A CALL UPON THE WARRANTY, EMERGENCY PROCEEDINGS OR A MOTION OR APPLICATION TO THE COURT.**

## **APPENDIX 1 – PROCEDURES FOR SELLING THE SELLER’S PRODUCTS**

The General Conditions of Availability on Cdiscount Marketplace, 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 detailed hereunder.

The Seller must comply with all of his/her/its quality of service rates at all times. Quality of service is assessed on the basis of the Seller’s ability to maintain all of his/her/its rates overall 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.

All of the indicators are calculated 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

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 Rate 1 and Rate 2 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 “Penalties in cases of non-compliance with his/her/its obligations by the Seller” of the GCMA, the Hosting Site shall check all of his/her/its Rate 2s at the end of the said correction period, 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 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 on the [www.cdiscount.com](http://www.cdiscount.com) and [www.cdiscountpro.com](http://www.cdiscountpro.com) sites, the levels of quality of service are measured on the basis of all of

the sales performed by the Seller on both sites. 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, 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).

**A2. 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 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;
- c) live animals;
- d) stolen goods;
- e) advertising, including in the form of links;
- f) 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;
- g) items liable to present a danger to health, safety or the environment;
- h) items that can be neither offered nor marketed legally, or which are liable to harm public policy or the rights of third parties;
- i) 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 line of any Product for which the Seller indicates an absence of stock on the Hosting Site and on any other Site as applicable.



### **A 3. 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 95%, this 95% rate** calculated daily as follows:

- $$\frac{[\text{total number of Products ordered by Purchasers and accepted by the Seller}]}{[\text{total number of the Seller's Products transmitted for acceptance by the Hosting Site}^1]} \times 100$$

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 95%** calculated as follows:  
$$\frac{[\text{total number of Products sent by the Seller} / \text{total number of Products accepted by the Seller for the Hosting Site}^* \text{ by the seller}]}{\text{by the seller}} \times 100$$

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 (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 contain one or more of the statements abovementioned, the Hosting Site shall proceed to remove the Seller's offer from the Hosting Site and any Other Site to which the Seller shall have subscribed through Cdiscount Marketplace service, 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.

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<sup>1</sup> – and where applicable the Other Hosting Sites on which the Vendor may have registered.

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 regulations applicable to the Seller
- 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 any 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 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. Despatch and delivery of the order**

**B1. Tracking.** 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 shall be required to deliver the Product to the address indicated by the Purchaser in the conditions provided in Appendix 3 of the present GCMA.

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 or valid tracking number.

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 6.2 "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.

In the absence of receipt by the Hosting Site of confirmation by the Seller of the despatch of the Products on the maximum preparation date stated by the Seller to the Hosting Site and relayed to the Purchaser, the said order shall be automatically cancelled and the amount thereof reimbursed to the Purchaser.

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**

**Based on these commitments and operating rules, the Seller undertakes to comply with an effective rate “of compliance with preparation deadlines”, equal or greater than 95%, 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 calculated for Rate 1 or Rate 2 over the periods defined above.

## **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 via bank card.

## **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 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 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 Purchasers in compliance with article L. 121-20-12 of the Code of Consumption and especially to inform the Purchasers without delay of a return address.

Starting from November 2017 and for orders placed during the festive season, the Seller undertakes to accept any withdrawal request made by the Purchasers 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, the 1% rate corresponding a minimum level of service.**

This Rate is 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, (II) any request for changes to the Purchaser’s personal details or (iii) 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.

#### **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.

#### **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 November;

**AND**

- Sellers meeting all of the expected minimum service levels stated in this Appendix;

**AND**

- Sellers with a customer satisfaction score above or equal to 3/5;

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 on which the sale was performed and at any Other Site on which the Seller may have registered for Cdiscount Marketplace service.

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 present 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.

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 indicated in 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;
- cancel and reimburse an order if the 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, repairs, exchanges and reimbursements for its Products in accordance with the legal and contractual warranties attached to its Products, under the present General Conditions 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.

Starting from 1 April 2017, 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:

- Providing an address in France to which the Purchaser may return his/her/its product, or
- Supplying 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
- Reimbursing 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 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 more than ten (10) days after a request for reimbursement by the Purchaser or cancellation of the order.

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.



## 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 Hosting 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 2 “Field of application – changes to the conditions” 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 ;
- 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%	12%
	Large Electrical Appliances (1)	8%	10%
	Electrical Appliances – Accessories	12%	14%
<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)	7%	9%
	High-Tech & Computing - Accessories	12%	14%
<b>Home</b>	Home – Element for bed (including Mattress), Beds, Extra beds, Bed linen, 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%

\* 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 sellershop.

(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

#### ➤ **Minimum rate of commission**

For Products belonging to the Jewellery and Watches categories, if the application of the commission grid above results in commission of less than €1.50 ex. tax, then the Hosting Site charges a fixed-rate commission of €1.50 ex. tax.

For all the other Products, if the application of the commission grid above results in commission of less than €1.29 ex. tax, then the Hosting Site charges a fixed-rate commission of €1.29 ex. tax.

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

Example 1:

- 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.

Example 2:

- Product price in the High Tech – Accessories category: €3 inc. tax
- Delivery costs: €1 inc. tax
- Rate of commission: 12% ex. tax

Amount of Commission ex. tax:  $(€3 + 1) \times 12\% = €0.48$  ex. tax

The minimum fixed-rate commission of €1.29 applies, to which VAT is added, namely:  $€1.29$  ex. tax +  $(€1.29 \text{ ex. tax} \times 20\% \text{ (VAT)}) = €1.55$  commission inc. tax

**B. 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)	Applicable management fees (in € excluding taxes)
Up to 10	0,15
10,01-20	0,20
20,01-30	0,25
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” and “registered” 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 and defined in article 2. The interval between these two deadlines shall under no circumstances exceed 15 days.

#### **1. Product Preparation**

For all Product categories, the Seller shall indicate a preparation deadline ranging from 1 to 10 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.

#### **2. Delivery**

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.

Categories	France Minimum/maximum	Europe Minimum/maximum	Outside of Europe Minimum/maximum
Regular package	2/4 days	2/7 days	5/15 days
Large package	2/7 days	3/10 days	5/15 days
Collection point, Delivery to store	2/4 days	2/7 days	-
Express	1 day	2 days	3 days

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

#### **3. 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.

#### **APPENDIX 4- SPECIAL CONDITIONS FOR MAKING AVAILABLE CDISCOUNT MARKETPLACE BY THE HOSTING SITE WWW.CDISCOUNTPRO.COM**

This appendix to the GCMA is intended to govern the legal relationships between the Hosting Site and the Seller when using the Cdiscount Marketplace service on the [www.cdiscountpro.com](http://www.cdiscountpro.com) site.

The GCMA are fully applicable to the Sellers when using the Cdiscount Marketplace service on the [www.cdiscountpro.com](http://www.cdiscountpro.com) site

Nonetheless, as an exception to the GCMA and only in the context of the Seller using Cdiscount Marketplace on [www.cdiscountpro.com](http://www.cdiscountpro.com), the following provisions shall apply:

##### **1. Particularities relating to Purchasers' right of retraction**

The Seller undertakes to assume all legal obligations applicable to the marketing of Products destined for professionals.

The provisions of the GCMA relating to the Purchasers' right of retraction are not applicable to the Sellers in the context of Cdiscount Marketplace activity on [www.cdiscountpro.com](http://www.cdiscountpro.com).

##### **2. Financial conditions**

###### **2.1 Subscription**

As a contribution to the Cdiscount Marketplace service costs on [www.cdiscountpro.com](http://www.cdiscountpro.com), the Sellers undertake to pay the following monthly sum to the Hosting Site:

- €39.99 exc. tax, if the Seller only uses the Cdiscount Marketplace service on [www.cdiscountpro.com](http://www.cdiscountpro.com);
- €20, if the Seller is also registered with the Cdiscount Marketplace Service on [www.cdiscount.com](http://www.cdiscount.com).

This sum is payable at the start of the month.

###### **2.2. Commission**

The commission due to the Hosting Site by all Sellers for each Product sold on [www.cdiscountpro.com](http://www.cdiscountpro.com), and subject to sale to the Purchaser being final with regard in particular to the legal right of retraction, is a total of 15% except for the Product categories listed below, to which the following rates of commission apply:

CATEGORIES	Commission
BUILDING EQUIPMENT & MATERIALS / External - Outdoors, pool & spa	15%
BUILDING EQUIPMENT & MATERIALS / Other	12%
COMPUTER & TELECOM HARDWARE / Mobile phones / Smartphones	7%
COMPUTER & TELECOM HARDWARE / Computers, tablets, PC screens, Printers & scanners, video projectors	5%
COMPUTER & TELECOM HARDWARE / Peripherals, Components, Networks, Memory/storage	7%
COMPUTER & TELECOM HARDWARE / High Tech, Computing and Electrical Appliances - Accessories	12%
COMPUTER & TELECOM HARDWARE / Software	15%
INDUSTRIAL EQUIPMENT (including point of sale equipment, PPE, Handling, Hygiene)	12%
OFFICE SUPPLIES & EQUIPMENT	15%
MEDICAL SUPPLIES & EQUIPMENT	15%
CAR EQUIPMENT / Tyres	10%
CAR EQUIPMENT / Vehicles	12.50%
Electrical appliances – Equipment (excluding Large Electrical Appliances)	10%
Large Electrical Appliances	8%
TV	5%
Wine - Spirits - Liqueur	10%
Consoles & video games	8%
High Tech / Audio, GPS, Car audio, Photo, Video cameras, Lenses, Flash	7%
Musical instruments (excluding accessories)	12%
Drones	5%
Jewellery	20%
All other categories	15%

## **Cdiscount • Fulfilment** **General Terms of Service**

Cdiscount Fulfilment is a set of logistics and transport services provided by the Cdiscount Company for professional sellers registered with the Cdiscount Marketplace marketplace hosted by the Cdiscount company (hereinafter referred to as the Seller(s)), upon request from the latter.

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 choosing to register with the Cdiscount Fulfilment service, the Seller commits to displaying 20% of the Products entrusted to the Cdiscount Fulfilment service on the Cdiscount Marketplace marketplace.

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.**

Navigate to <http://www.cdiscount.com/clogistique.html>

Registration with the Cdiscount Fulfilment service is open to legal persons, registered with a Business Registry for companies domiciled in French territory, and with any other equivalent registry for companies domiciled within or outside of the territory of the European Union, acting in the context of their normal professional activity, duly declared as such with the fiscal and social authorities.

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://www.cdiscount.com/clogistique.html>.

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 "Seller Shop" 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 Shop. Any update to the instructions will be communicated to Sellers. Sellers must enter into compliance with any new terms 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.

### **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 Shop to proceed to deliver their products to the Cdiscount Fulfilment warehouses in accordance with the "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE CDISCOUNT FULFILMENT SERVICE" in effect, as provided by CDISCOUNT by e-mail.

Sellers are required to wait for the "CDA" delivery confirmation number(s) to be issued, validating the physical dispatch of the Products, before shipping their Products.

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 "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE 'CDISCOUNT FULFILMENT SERVICE,'" 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. 90-615 of July 13, 1990, the "Gaysot 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 "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE 'CDISCOUNT FULFILMENT' SERVICE" 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 "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE 'CDISCOUNT FULFILMENT' SERVICE" 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 "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE 'CDISCOUNT FULFILMENT' SERVICE."
- CDISCOUNT shall notify Sellers, either in their Seller Shop or by e-mail:
- of Products received by CDISCOUNT in its Cdiscount Fulfilment warehouses and successfully integrated into stock.
  - of any disputes upon reception: discrepancies between quantities expected and quantities received,
  - of any possible visible damage observed on the Product packaging or on the Products themselves;
  - of any refusal of acceptance by CDISCOUNT;

in accordance with the "TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE 'CDISCOUNT FULFILMENT' SERVICE";

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 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 (destruction, return, etc.).

In case Sellers need to take back the Products due to a reception related dispute or due to visible damage, Sellers will have 15 working days from the date of notification to take their Products back.

If no response is received from the Seller after the aforementioned 5 working days period, or no effective retaking of the Products within 15 working days of notification, the Seller acknowledges and accepts that CDISCOUNT may dispose of the Products as it sees fit (including destroying, donating, repairing and/or reselling them).

CDISCOUNT draws Sellers' attention to the fact that in case of delivery to Cdiscount Fulfilment warehouses of a surplus of less than 20 items or 10% over the amount of Products listed in the "CDA" and expected by CDISCOUNT, the surplus quantities will be received by CDISCOUNT without special notification to Sellers. The quantities actually received will be reported, and may be consulted by Sellers in their Seller Shop.

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

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, CDISCOUNT shall compensate Sellers for the value of the Products lost or damaged up to the amount of the "Replacement Value" provided in Appendix 1.

In return for this compensation, ownership of the damaged products shall automatically transfer to CDISCOUNT, and the Seller acknowledges and accepts that CDISCOUNT may dispose of the Products as it sees fit (including destroying, donating, repairing and/or reselling them).

In case the Seller takes back the Products warehoused by CDISCOUNT, CDISCOUNT will inform the Seller of the availability of the Products. The Seller undertakes to schedule an appointment with CDISCOUNT at the earliest opportunity from the moment the Products are made available by CDISCOUNT, in order to take its Products back at the latest 5 working days after the information of the availability of the Products has been sent by CDISCOUNT.

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

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

CDISCOUNT will package the products (if necessary) and will label the packages with the recipient's delivery address entered in the Cdiscount Fulfilment information base.

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 of the order.

5.1. For Products sold by Sellers on the Cdiscount Marketplace market place, 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.

5.2. For Products sold by Sellers 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. In such case, neither the packaging nor the labels provided by CDISCOUNT will include any distinctive signs belonging to CDISCOUNT.

CDISCOUNT informs the Sellers that data regarding consumer clients provided to Cdiscount for purposes of its execution of sales made by Sellers on third party sites will not be used for commercial purposes by CDISCOUNT.

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

Delivery of Products to consumer client addressees is possible only in mainland France and Corsica.

6.1. As part of the sales made by Sellers on the Cdiscount Marketplace marketplace, CDISCOUNT instructs Sellers to offer consumer clients the all the options for the various modes of delivery normally offered by CDISCOUNT on its website [www.cdiscount.com](http://www.cdiscount.com) for its own sales (e.g. pick-up point deliveries, home delivery, Express delivery, etc.), at the rates charged by CDISCOUNT.

In this context, and in view of facilitating billing and payment by the consumer clients for their order, Sellers, operating as intermediary for the sale, will offer the delivery services marketed by CDISCOUNT to its own consumer customers. Sellers may thus provide their consumer clients the benefit of the advantageous delivery rates and choices offered by CDISCOUNT to its own customers. In addition, consumer clients will receive only one invoice, and make only one payment for the entirety of their order.

Therefore, when consumer clients 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 consumer client from the Seller, CDISCOUNT or its subcontractors will carry out the delivery of the Products to the delivery addresses provided by the consumer client. Consumer clients 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 consumer client 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 consumer clients, for the delivery service it provides.

In case of complaints from a consumer client regarding delivery, CDISCOUNT undertakes to provide the information and documents required to handle the dispute. In any event CDISCOUNT shall remain responsible for delivery failure, except if caused an error in the address provided by the consumer client or Seller.

6.2. In the context of sales made by the Seller on other websites, 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 Cdiscount Fulfilment Seller Shop of the progress made in the delivery of orders placed by consumer clients.

## **7. Product Return Service**

7.1. In the context of sales made by Sellers on Cdiscount Marketplace, CDISCOUNT will provide a "Product returns made by clients" services for the Products sold by the Seller.

CDISCOUNT will handle requests for the return of Products purchased from Sellers directly with the consumer client, except for return requests concerning legal warranty of the Products or a latent non-compliance of the Product (e.g., failure while under warranty, failures encountered during entry into service). In such case, the Seller will handle the

complaint directly with the consumer client in accordance with the General Conditions of Making Available the Cdiscount Marketplace.

In the event of a Product return, the seller will be informed by CDISCOUNT and will have 5 working days from the notification to give an answer to CDISCOUNT among the alternatives provided in the notification (Destruction, provision of the products available for the Seller etc.).

In the event that the Seller chooses to take back his products, CDISCOUNT will inform the Seller of the provision of the products available for the Seller and will have 15 days from this notification of availability to take his Products back.

In the event that the Seller fails to reply within the above-mentioned 5 working days, or within 15 working days of the notification of Products provision, CDISCOUNT may freely dispose of the Products (including destroying them , Give, repair and / or resell), which the Seller acknowledges and accepts.

**7.2** In the context of sales made by the Seller on other websites, the Seller will process customer returns in their entirety. If the Seller decides to accept a Product return, the Seller must contact Cdiscount Fulfilment customer service, which will provide instructions to the Seller regarding the steps to be taken by the consumer client for the return of the Product and the reintegration of the returned Product into its Cdiscount Fulfilment stock.

## **8. Product Return**

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 9 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.

In this context, the return of the Products will be carried out as follows: the Seller will be notified by CDISCOUNT of the availability of the Products.

In the event the Products are not effectively returned to us by the Seller within 15 working days of notification of availability, CDISCOUNT may freely dispose of the Products (including, destroy, give, repair and / or resell) , Which the Seller acknowledges and accepts.

## **9. Optional additional services**

CDISCOUNT may offer the Seller the following optional additional services.

9.1. 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 consumer client’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 end customer 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 within 20 (twenty) days following the consumer client 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. In order to make it easier for the Seller to send items to one or more CDISCOUNT storage locations before despatching them to the recipient customer, CDISCOUNT can put the Seller in touch with one or more transport providers who can provide an upstream transport service from the address of their choice to the CDISCOUNT storage warehouses.

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

## **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 hereto. Rates for the optional additional Services offered by CDISCOUNT are available upon request via the Seller Area.

Rates are subject to an upward revision by CDISCOUNT twice per year at maximum. CDISCOUNT will provide the Seller of at least three (3) months' written advance notice prior to any change in price. If the rates are lowered, CDISCOUNT shall inform the Seller specifically within a reasonable period of time.

In case of Seller disagreement, the latter shall be entitled to terminate the Cdiscount Fulfilment service by means of a letter sent registered with delivery confirmation sent to CDISCOUNT within 30 calendar days of the notification of the rate revision communicated by CDISCOUNT.

The contractual relationship between CDISCOUNT and the Seller related to the Cdiscount Fulfilment service shall automatically be terminated, without any formalities, on the date the new rates enter into force. In managing the termination of the Cdiscount Fulfilment service, the Seller and CDISCOUNT shall act in accordance with the provisions of Article 13.4. hereof.

10.2. Compensation will be automatically transacted 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 marketplace. As a consequence, the Seller expressly agrees that all amounts owed to CDISCOUNT by the Seller whereas under the present General Terms of Service or under any other commercial relationship between the Seller and CDISCOUNT will be compensated with all amounts that CDISCOUNT owes to the Seller and/or holds in the name and on behalf of the Seller for any reason whatsoever. This compensation will take effect automatically and immediately.

The same will apply in case of any failure or delay in payment by the Seller or CDISCOUNT for any amount due in respect of invoices issued.

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 case of any delay or failure to pay any amounts owed by the Seller to CDISCOUNT, the latter reserves the right to:

- either, hold any Product that the Seller entrusted CDISCOUNT with under the Service, for a reselling value which covers all amounts owed by the Seller, and this, until complete payment by the Seller to CDISCOUNT of the totality of payable amounts;
- or, dispose of the Product at its discretion after the expiry of a 30 days period after a notice to pay all amounts due to CDISCOUNT sent by registered mail with delivery confirmation with no effect, and to hold, for the purpose of payment, all or part of the revenues from the sale of the Products to the extent of the amounts due by the Seller.

In addition, CDISCOUNT will proceed to the pick-up of the stock of Products available for sale on the Cdiscount Marketplace marketplace and will suspend all ongoing or planned deliveries. In case of failure of payment, following a 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 destroying, donating, repairing and/or reselling them).

## **11. Liability**

CDISCOUNT shall not replace the Seller in its obligations to its consumer clients 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 owed.
- to act in accordance with all legislation associated with the Law on Computing and Freedoms, in particular ensuring that its customers are able to exercise their right to dispute, correct and access data concerning them.

CDISCOUNT may only be held liable on the basis of proven fault. If however a pecuniary judgment is pronounced against CDISCOUNT, its conviction for any potential damages may not exceed - for all sums combined and for all damages occurring during a given year - the gross amount for the provisions of the Cdiscount Fulfilment service as billed to the Seller by CDISCOUNT in respect of the twelve months preceding said damages.

## **12. Confidentiality**

The Seller and CDISCOUNT acknowledge the confidential nature of all information exchanged among them in the execution of the Cdiscount Fulfilment service, and undertake to maintain its confidentiality.

For the purposes hereof, "Confidential Information" shall mean any information transmitted, by any means, in the context of the Cdiscount Fulfilment service.

It is thus agreed between the Seller and CDISCOUNT 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 CDISCOUNT each vouch for compliance with this confidentiality obligation by all their staff, subcontractors, or any other persons participating in carrying out the activity.

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.

## **13. 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 9 above.

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

## **14. 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 CDISCOUNT 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.



CDISCOUNT 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.

## **15. Termination**

### **15.1. 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:

- In the event of termination upon Seller initiative, by the provision of notice regarding such decision to CDISCOUNT by registered mail with delivery confirmation with 15 days' advance notice.
- In the event of termination upon CDISCOUNT's initiative, by the provision of notice regarding such decision to the Seller by registered mail with delivery confirmation with 90 days' advance notice.

CDISCOUNT nevertheless informs the Seller that due to the increased business load between December 15 and January 15, the Seller may not deregister from the Cdiscount Fulfilment service during this period. Consequently, if the Seller provides advance notice expiring during this period, his deregistration from the Cdiscount Fulfilment service shall be postponed to January 15.

### **15.2. 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 or CDISCOUNT may be terminated at the other party's discretion.

Termination may occur within 10 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.

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

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

### **15.4. Effects of termination**

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

- Within 5 working days, to carry out technical closure (information systems) for inflows and outflows of Products in stock;
- Within 15 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 5 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 1.



If the Seller does not take back its Products within the aforementioned period, the Seller acknowledges and agrees that CDISCOUNT may dispose of them at its discretion (including destruction or resale).

## **16. Economic dependence**

Prior to the signature of these Cdiscount Fulfilment General Terms of Service, the Seller shall ensure and expressly declares upon signature that it is not to enter into a situation of economic dependence vis-à-vis CDISCOUNT.

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

The Seller commits to informing CDISCOUNT 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 CDISCOUNT 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 Cdiscount Fulfilment service is terminated in whole or in part.

CDISCOUNT disclaims any liability for any strategic choice made by the Seller to place itself in dependent situations.

## **17. Miscellaneous**

17.1. 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 ten (10) working days prior to the date of entry into force of the modified General Terms. The Seller is free to either accept the modified General Terms or to terminate its collaboration with CDISCOUNT.

If within five (5) business days following the date of notification CDISCOUNT does not receive an e-mail sent by the Seller to the address support.clogistique@cdiscount.com indicating its refusal of the modified Cdiscount Fulfilment General Terms of Service, the Terms will automatically enter into force, replacing the earlier version, after a period of 10 working days following their delivery by e-mail from CDISCOUNT.

The receipt by CDISCOUNT within the abovementioned five (5) day period of an e-mail from the Seller indicating its refusal of the new Cdiscount Fulfilment Terms of Service shall result in the automatic and immediate termination of the contractual relationship between the Parties established herein.

The e-mail sent by the Seller to indicate its refusal of the new Cdiscount Fulfilment General Terms of Service must be confirmed by registered mail sent with delivery confirmation also within the abovementioned 5-day period.

17.2. 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.

17.3. The Parties acknowledge that the General Terms of Service constitutes neither an agreement of combination nor of franchise between one Party and the other.

In no case shall either of the Parties be considered, directly or indirectly, as an employee of the other Party.

17.4. 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.

17.5. 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 of the Cdiscount Fulfilment General Terms of Service shall remain in full force and effect.

## **18. APPLICABLE LEGISLATION-COMPETENT COURTS**

THESE CDISCOUNT FULFILMENTTERMS OF SERVICE ARE SUBJECT TO THE LAWS OF FRANCE.

THE PARTIES EXPRESSLY AGREE TO SUBMIT ANY DISPUTE TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURTS OF BORDEAUX, NOTWITHSTANDING MULTIPLE RESPONDENTS OR THIRD PARTY APPEALS, INCLUDING IN EXPEDITED OR EX PARTE PROCEEDINGS.

## APPENDIX 1. “SMALL PACKAGE” SERVICE RATES

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

### 1.1. 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 m3 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:

STORAGE BILLING		
Category	Description	Price (in € /m <sup>3</sup> /month)
Express	2 weeks Free	
Standard	2 weeks < x <= 3 months	10
Sensible	3 months < x <= 6 months	30
Risk	6 months < x <= 12 months	90
Obsolete	X > 1 year	180

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 m3 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 m3 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.

### 1.2. 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 and to the sales done by the Seller on marketplaces other than Cdiscount Marketplace or on all other websites :

Weight range	Price (€ exc.taxes)
0 gr -249 gr	2,00
250 gr-499 gr	2,30
500 gr-999 gr	2,80
1 kg -2,99 kg	3,50
3 kg-11,99 kg	4,90
12 kg – 16,99kg	7,00
17kg-30 kg	9,00

#### SIDE COSTS

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

CDISCOUNT will send out invoices every ten days. The prices shown are in euros, excluding tax.

### 1.3. Management of returns and other services provided

CDISCOUNT invoices these services at actual cost according to the table below (the prices shown are in euros, excluding taxes)\*:

#### OTHER SERVICES BILLING

Services	Pricing (€ exc. taxes)
Re-labelling	0,15 €/piece
Container unloading	250 €/ container 20'
Customer return	4 € / reference number
Stock taking back*	23 €/hour
Destruction*	23 €/hour
Other Services*	23 €/hour

\*Minimum billing of 20€ exc.taxes for any service rendered

### 1.4. Terms of Payment

The Seller must pay CDISCOUNT invoices within 15 days of CDISCOUNT's issuance of the invoice. Compensation will be automatically transacted 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 their contractual relationship in the Cdiscount Marketplace marketplace in compliance with article 8.2 of the present Cdiscount Fulfilment General Terms of Service.

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 3 times the legal interest rate, plus a lump sum of 40 euros for recovery costs.

### 1.5. "Replacement Value" for Product loss or damage caused by CDISCOUNT:

CDISCOUNT calculates Product Replacement Value in accordance with the best offer available for an equivalent product displayed on the CDISCOUNT website; according to the formula:

Replacement Value = best offer - Cdiscount Marketplace commission (if applicable) - delivery charges.

In the absence of offers for equivalent products on the CDISCOUNT website, the Replacement Value shall be determined according to the table below:

Labels	Replacement value (€ exc. taxes)	Exemples
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 / Luggages	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 ustensile...
High Tech	140 €	PC, Notebook, Smartphones, Reflex, ...
Big household appliance	140 €	Stove, dishwasher, ...
Bar games	140 €	Billiard tables, baby foot, ...
Others	40 €	

## APPENDIX 2. "LARGE PACKAGE" SERVICE RATES

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

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 consumer clients.

Example: the consumer client, 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 consumer client, Cdiscount Fulfilment will automatically proceed to a stock transfer from warehouse B to warehouse A. This service provision will be invoiced. Details are given in article 1.2.

### 1.1. 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:

STORAGE BILLING		
Category	Description	Price (in € /m <sup>3</sup> /month)
Express	2 weeks Free	
Standard	$2\text{ weeks} < x \leq 3\text{ months}$	10
Sensible	$3\text{ months} < x \leq 6\text{ months}$	30
Risk	$6\text{ months} < x \leq 12\text{ months}$	90
Obsolete	$X > 1\text{ year}$	180

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.

### 1.2. 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. This service will be invoiced individually according to the rates given below. Prices are shown in euros, excluding tax.

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

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

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

### 1.3. Management of returns and other services provided

CDISCOUNT invoices these services according to the table below (prices are shown in euros, excluding tax):

OTHER SERVICES BILLING	
Services	Pricing (€ exc. taxes)
Re-labelling	0,20 €/piece
Transfer shortage	20 €/piece
Customer return	150 % of the “client delivery” rate*
Stock taking back	28 €/hour
Destruction	28 €/hour
Other Services	28 €/hour
Container unloading	28 €/hour

\* the “client delivery” rate is equal to the rate paid by the Seller for the provision of receiving, preparation, shipping, delivery and customer service

### 1.4. Terms of Payment

The Seller must pay CDISCOUNT invoices within 15 days of CDISCOUNT’s issuance of the invoice. Compensation will be automatically transacted 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 their contractual relationship in the Cdiscount Marketplace marketplace in compliance with article 8.2 of the present Cdiscount Fulfilment General Terms of Service.

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 3 times the legal interest rate, plus a lump sum of 40 euros for recovery costs.

### 1.5. "Replacement Value" for Product loss or damage caused by CDISCOUNT:



CDISCOUNT calculates Product Replacement Value in accordance with the best offer available for an equivalent product displayed on the CDISCOUNT website; according to the formula :

[Replacement Value = best offer - Cdiscount Marketplace commission (if applicable) - delivery charges.]

In the absence of offers for equivalent products on the CDISCOUNT website, the Replacement Value shall be determined according to the table below: (€ exc. tax)

Category	Sub category	Replacement Value
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

### APPENDIX 3. PRICE LIST FOR OPTIONAL SERVICES

The price list for the optional additional services offered by CDISCOUNT is available at the Seller's request via the Seller Area.

**TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES AS PART OF THE CDISCOUNT FULFILMENT SERVICE**

**PREAMBLE**

These Terms of Delivery to Cdiscount Warehouses establish the fundamental rules appropriate for ensuring proper receiving at the warehouses designated by Cdiscount for products belonging to the Seller as part of the Cdiscount Fulfilment service.

They shall apply to all Sellers for deliveries to Cdiscount designated warehouses of products registered with the Cdiscount Fulfilment service.

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<b>Article 1. GENERAL PROVISIONS</b>
--------------------------------------

### **1.1 Duration**

The Terms of Delivery to Cdiscount Warehouses as part of the Cdiscount Fulfilment service are applicable for the duration of the relationship between Cdiscount and the Seller in regard to said service.

### **1.2 Cdiscount Terminology / glossary**

The following terms and expressions, when used with upper case letters, whether in the singular or plural, shall have the following meaning.

For the proper execution of the services to be provided, these notions must be understood by the Seller. For such purposes, it shall be the Seller's responsibility to notify Cdiscount of any notions that are not clearly understood and obtain clarification.

Term	Definition
<b>Delivery note (BL)</b>	Refers to the document drawn up by the Seller during the preparation of the delivery that accompanies the products, bearing essential information regarding the delivery.
<b>Call Center</b>	Refers to the telephone number to be contacted by the Seller or its Carrier to: <ul style="list-style-type: none"> <li>- set an appointment for delivery;</li> <li>- inform Cdiscount of any modification regarding the delivery (for example: date of delivery, quantities delivered...);</li> </ul> Each Cdiscount Warehouse has a specific telephone number, provided at the time of registration with the Cdiscount Fulfilment service, and reiterated during the creation of Supply Orders.
<b>Supply order (CDA)</b>	Refers to the issuance of an order number to the Seller by Cdiscount to authorize the delivery of Products (referenced items and quantities) into Cdiscount warehouses. It is used to identify the Seller's products and the warehouse to be designated by Cdiscount.
<b>Electronic Data Interchange (EDI)</b>	Refers to an electronic communication method between the Seller and Cdiscount as part of the Cdiscount Fulfilment service.
<b>Cdiscount Warehouses</b>	These are the warehouses designated by Cdiscount as the delivery address on the CDA. The warehouse designated by Cdiscount may, at Cdiscount's discretion, be either: a site operated directly by Cdiscount or a site whose operation is outsourced to any third party of Cdiscount's choice.  The Cdiscount warehouse designated in the CDA will depend on the product type covered in the CDA.
<b>Waybill</b>	Refers to the document comprising the terms and conditions of shipping and specifying in particular: <ul style="list-style-type: none"> <li>- the nature, weight and dimensions of objects being transported</li> <li>- the delivery address.</li> </ul>
<b>Cdiscount Flow Coordination Service</b>	Refers to the Cdiscount service in charge of flow coordination, which service is to be contacted in particular to have explanations provided regarding any unclear concepts: The Cdiscount Flow Coordination Service may be contacted at the following address: <a href="mailto:livraisons.clogistique@cdiscount.com">livraisons.clogistique@cdiscount.com</a>
<b>Sellerstore</b>	Refers to the web interface provided by Cdiscount, which can be accessed only when the Seller has registered with the Cdiscount Fulfilment service.

### 1.3 Operating Principles for delivery to Cdiscount Warehouses

The Seller is free to entrust the obligations assigned to it under these Terms of Delivery to Cdiscount Warehouses as part of the Cdiscount Fulfilment service, in whole or in part, to any carrier of its choice. The Seller shall remain solely responsible for any act or omission committed by the carrier mandated by the Seller. The use of the term Seller in the body of these Terms of Delivery to Cdiscount Warehouses shall refer indifferently to the Seller itself or any carrier mandated thereby.

CDAs shall be sent by CDISCOUNT directly to the Seller by email, EDI, or any other mode agreed upon between the parties.

The CDA will mention either the date of delivery provided by the Seller during its request sent to Cdiscount, or the date as of which delivery to Cdiscount warehouses is possible (generally D+2).

**CDISCOUNT draws Sellers' attention to the fact that the CDA number must appear on the documents submitted by the carrier to CDISCOUNT upon delivery. Otherwise CDISCOUNT may refuse to accept the Products.**

Products delivered shall comply with the reference information and quantities indicated in the CDA, and shall be suitably packaged for distance selling.

Cdiscount draws the attention of the Seller to the fact that he alone is responsible for the respect of the best-before dates for the Products which he entrusts to Cdiscount.

The Seller must comply with the terms of delivery and logistics agreed with Cdiscount (e.g. dedicated hour slots, compliance with appointment-making by the Seller with the Call Center, etc).

In case of non-compliance by Sellers, Cdiscount may refuse to deliver the Seller's Products, without incurring any liability;

The Seller, as the party solely responsible for the transportation of its products to Cdiscount warehouses, shall take whatever measures it considers necessary to secure the means of transport, and Cdiscount may not be subject to complaints or proceedings in this regard.

Cdiscount will provide delivery locations and addresses to the Seller on the "SellerStore" or by e-mail. The Seller commits to compliance with the designation of a Cdiscount Warehouse.

Some Cdiscount Warehouses have several buildings; it is imperative for the Seller to notify its carrier of the building number and cell number, as well as any other information necessary for proper delivery of the CDAs. Cdiscount provides this information when the appointment [RDV] is made.

In any event, any serious or repeated non-compliance by the Seller with its delivery obligations may cause an early termination of the relationship between CDISCOUNT and the Seller as part of the Cdiscount Fulfilment service.

Cdiscount reiterates that Sellers must ship the Products according to Incoterms DDP (named place of destination). As the Cdiscount warehouses are only temporary storage spaces for the Products on their way to the recipient customers, Cdiscount must not appear as the recipient of the goods on the Seller's transport documents. The Seller is solely responsible for the payment of transport, customs duty and taxes and any other charges.

## **Article 2. APPOINTMENT SETTING**

**Sellers are required to make an appointment prior to any delivery.** Deliveries will not be accepted without an appointment.

In case of the simultaneous delivery of several CDAs:

- CDAs without delivery appointments made by the Seller will be rejected,
- CDAs with delivery appointments will be accepted unless they are not identifiable

When making appointments, the Seller is obliged to communicate the following information to the Call Center:

- The Seller name
- Carrier name
- The CDA number(s) covered in the delivery
- Delivery type: “packages on pallet” or “packages in bulk”
- The number of handling units for receiving and the number of items
  - o For delivery of “packages on pallet”: handling unit = pallet
  - o For delivery of “packages in bulk”: handling unit = package
- The container number if any

It is essential that the Seller must comply with the punctuality rules in order to avoid disruption and operational dysfunction.

Carriers arriving prior to the appointment time may not be received before the scheduled time. Carriers arriving after the agreed appointment time will lose their priority position and will be received in accordance with the availability of the Cdiscount Warehouse.

Except as otherwise agreed between the parties, the Seller may not deliver prior to the delivery date specified in the CDA.

In any event, the Seller shall notify the Call Center for the Cdiscount Warehouse in question promptly regarding any requests for modification or cancellation, or regarding any delay in an agreed appointment.

The receiving hours in effect as of the signature date of these Terms of Delivery to Cdiscount warehouses as part of the CDISCOUNT FULFILMENT service, per building, and the Call Center contact information for making appointments, are given in the appendices to these Terms of Delivery to Cdiscount Warehouses as part of the CDISCOUNT FULFILMENT service, and shall depend on the Warehouse Cdiscount to which the delivery is to occur.

<b>Article 3.      DELIVERY DOCUMENTS</b>
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- i. Upon arrival at the Cdiscount Warehouse, the Seller in charge of the delivery must sign the safety protocol presented.
- ii. Delivered products must be accompanied by a Waybill, which must be submitted by the Seller before opening the trailer and/or container. CDISCOUNT shall not act as, and should not in any way appear as, the importer, consignee, intermediary or addressee for the Seller's 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.

- iii. All deliveries must be accompanied by one or more Delivery Notes (hereinafter referred to as the BL) containing details regarding the products delivered.

All documents submitted to Cdiscount logistics (particularly the BL, Waybill, ...) must be written in French. Documents written in English may be acceptable as well, however.

The essential information to be contained on the BL is the following:

- CDA Number
- Seller Name,
- Gencod/EAN for the referenced item,
- Seller product reference numbers and/or Cdiscount internal reference numbers (SKU)
- Quantities delivered per reference number,

During the delivery, the BL must:

- either be submitted by the Seller before opening the trailer and/or container
- or be visible and accessible upon opening the trailer and/or container

The Seller or its carrier must issue one BL per CDA. If a CDA requires several trucks, the Seller or its carrier must issue one BL per truck.

**Any CDA delivered without a BL will be refused.** A packing list, invoice, or a CDA shall in no case serve to replace a BL.

Any CDA delivered that is accompanied by a BL that has been subject to handwritten modifications shall be refused.

<b>Article 4. DELIVERY TYPES</b>
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#### **4.1 “Package” Deliveries**

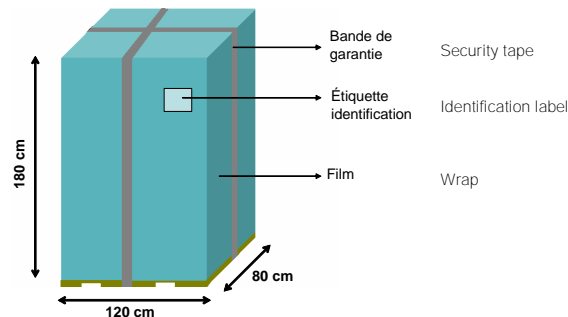
Authorized only up to the limit of 20 packages maximum, and a weight of 30kg per package.

#### **4.2 Deliveries of “Packages on Pallet”**

- The pallet must be unbroken and firmly plastic-wrapped (product and base included) in order to ensure product stability when unwrapped.
- It must also be wrapped in security tape to ensure the integrity of the product delivered.  
Pallets should have no overflow: packages should not protrude beyond the pallet dimensions. Non-standard products and/or packaging will be subject to case-by-case negotiation between the parties.
- Pallets must necessarily be:
  - ✓ fire-proofed;
  - ✓ compliant with European 80x120 standards (EUR, CHEP, etc.): any request for delivery on different pallets (100x120, plastic, valueless, etc.) must necessarily be given prior approval in writing from the Flow Coordination Department;
  - ✓ less than 1.80m high (including base).

- If the height is between 1.80 and 2.40m: acceptance will be subject to a logistics estimate covering unloading costs (see contract).
  - Any pallets whose height exceeds 2.40m will be rejected.
- The following information must appear on the identification label for each pallet:
- ✓ Corresponding Cdiscount CDA No.,

**Diagram: Seller's Pallet:**

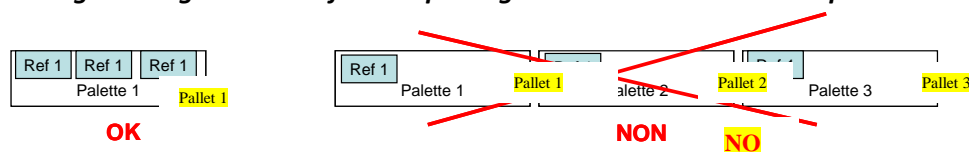


Pallets should be single product whenever volumetry permits.

The use of multiple-product pallets is allowed only if:

- ✓ the items are gathered together on one pallet;
- ✓ one product is not spread across several pallets (except if volume requires it).

**Diagram: organisation of a CDA package distributed over several pallets:**



- At CDISCOUNT's discretion, pallets not complying with any of the rules indicated in this article 4.1 may result in a delivery rejection, or in an offer by CDISCOUNT to perform corrections for compliance (see section 6.2 of these Terms of Delivery to Cdiscount Warehouses).

#### 4.3 Deliveries of "packages in bulk"

Delivery of packages in bulk shall be accepted, but will be subject to specific billing related to palletization operations (see pricing documents).

If "packages in bulk" are to be delivered, the Seller commits to:

- Ensuring that the loading plan respects the constraints of unloading: heavy packages to the front of the trailer and light to the rear, so as to prevent collapses that might cause difficult or even impossible unloading.
- Load product by product (no mixing of packages)
- Comply with the package storage pictographs
- Leave a space between the last layer of packages and the roof so the packages can be taken out,
- Do not load flat packages hastily, so as to avoid packages breaking open,



- Immobilize the box at the end of the container to prevent falls when opening
- Tie the products down if the load is not complete,
- Ensure that the container vents are not blocked,

## **Article 5. PACKAGES AND PACKAGING OF PRODUCTS**

### **5.1 Packages**

Packages should be single product whenever volumetry permits. The use of packages with multiple products is acceptable only if one product is not spread across several pallets (except if volume requires it).

**Example:**



Each package must be identified with the use of a label including the following indications:

- “Single Product” if the package contains only one reference
- “Multiple products” if the package contains several references.

### **5.2 Packaging of products**

Product packaging must ensure deterioration prevention up to end customer delivery by means of protections sufficient to support the variety of handling and possible offloading and reloading activities between the Seller warehouses, Cdiscount Warehouses, and the end customer’s domicile.

The same packaging should be used for the same product, and must be suitable for the weight and size of the product in order to enable delivery to the end customer:

- ✓ compliance with manufacturer pictographs and recommendations,
- ✓ transport  
carrier offloading and reloading,
- ✓ storage,
- ✓ handling.

Product packaging must in particular be suitable for ensuring that the product will not move inside the packaging, and that it will not collapse. It must also include solid interior protections to protect any fragile and/or protruding parts of the product, as appropriate, from any possible damage from a large amount of product handling activities.

CDISCOUNT may perform random quality checks on product packaging during deliveries. If the packages would not be appropriate for distance selling and would not guarantee the product non-deterioration up to the point of delivery to the client from CDISCOUNT, CDISCOUNT may reject the delivery.

Each product must have a GS1-compliant bar code on the product packaging. The barcode must be visibly located on the product packaging. Products must be individually packaged (boxes, plastic-wrap, ...).

<b>Article 6. DELIVERY CONFORMANCE OBLIGATION</b>
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#### **6.1 Product non-conformance with CDA**

The Seller commits to deliver the items and quantities per item reference number as stipulated in the CDA all at once, and on the agreed appointment date.

The following are the various cases of non-compliance with the quantities given in the CDA:

- products in quantities greater than the amount specified in the CDA: hereinafter referred to as "Surplus,"
- products not included in the CDA: hereinafter referred to as "Not Ordered,"
- products in the CDA that are not delivered: hereinafter referred to as "Missing,"

The Seller should refer to the Cdiscount Fulfilment General Terms of Service applicable to check the consequences of such non-compliance.

#### **6.2 Non-conformance of deliveries with the Terms of Delivery to Cdiscount Warehouses**

**Any delivery non-compliance will result in logistics disruptions (extended times, extra receiving fees).**

Below is a non-exhaustive list of cases of delivery non-compliance:

- Missing or erroneous labeling,
- Package damaged, wet, torn
- Delivery on broken pallets or pallets stacked too high (> 1.80 m and < 2.40 m),
- Handling supports unsuitable or damaged,
- Any discrepancies between the reference information given for the product transmitted by the Seller and the product actually delivered (dimensions, weight ...)
- ...

Cdiscount reserves the right to refuse:

- Products damaged during transportation (insecure loads, having shifted in transit or having been subject to theft in transit...)
- Pallets without security tape (or with defective security tape)

Depending on the specific non-compliance, Cdiscount may possibly offer an estimate for the costs of compliance correction for the non-conforming delivery, the amount of which will correspond to the logistics costs incurred by CDISCOUNT.

Pursuant to the Cdiscount Fulfilment General Terms of Service, CDISCOUNT reserves the right to reject non-compliant deliveries.

<b>Article 7.      ENTIRETY AND SCOPE OF TERMS OF DELIVERY TO CDISCOUNT WAREHOUSES</b>
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These Terms of Delivery to Cdiscount Warehouses are supplemented by all the other provisions provided in the Cdiscount Fulfilment General Terms of Service.

These Terms of Delivery to Cdiscount Warehouses, as well as the activities arising from it, shall be subject to the laws of France.

In case of disputes related to the interpretation or execution of these Terms of Delivery to Cdiscount Warehouses, the parties agree first and foremost to seek an amicable solution.

IN CASE OF DIFFICULTY, THE PARTIES ELECT THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURTS OF BORDEAUX, EVEN IN CASE OF MULTIPLE RESPONDENTS, THIRD PARTY APPEALS, EXPEDITED PROCEEDINGS, OR EX PARTE PROCEEDINGS.

## **APPENDIX 1 SPECIFIC TERMS OF DELIVERY TO CANEJAN WAREHOUSES**

The products delivered to this Warehouse shall be those whose weight is less than 30 kg **AND** the sum of whose dimensions is less than or equal to 2m.

### **1- APPOINTMENT SETTING**

The Seller must make an appointment as soon as possible, no later than 48 hours prior to the delivery date indicated on the CDA. CDISCOUNT and the Seller shall agree on an appointment based on the availabilities in the schedule in question.

The size constraints for packages set by CDISCOUNT are detailed in article 4 of this Appendix.

### **2- CONTACT INFORMATION FOR APPOINTMENT SETTING AND DELIVERY ADDRESS**

**Entrepôt Cdiscount Fulfilment**  
**5 avenue de Guitayne**  
**Zone industrielle du Courneau**  
**33610 CANEJAN**

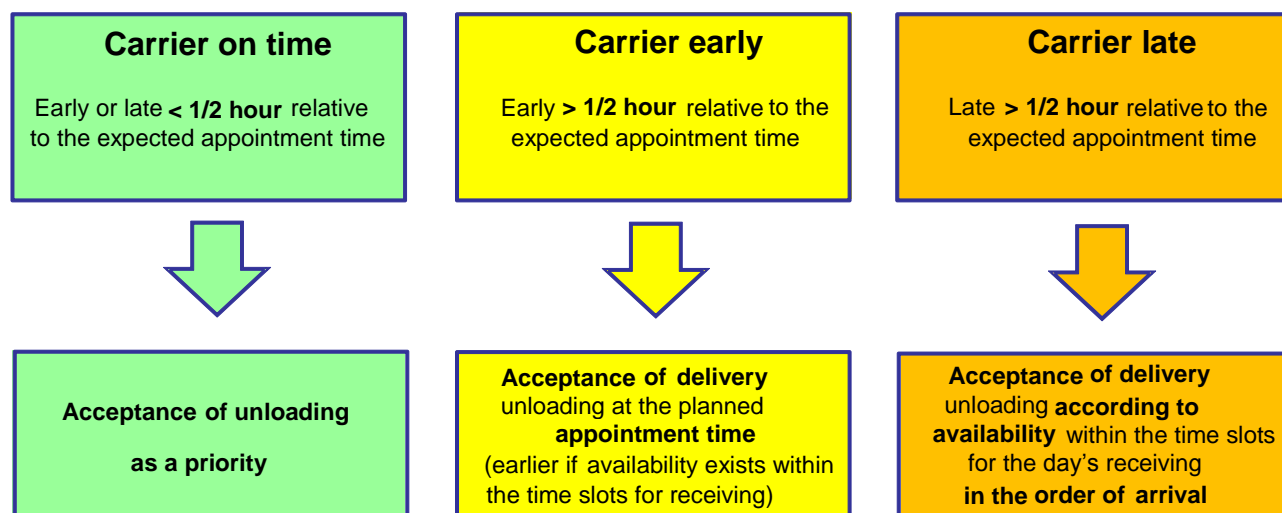
CDISCOUNT shall notify the Seller, in the CDA, of any clarification regarding the name/number of the building to which the Seller's carrier shall arrive to unload the Seller's products.

CDISCOUNT reminds the Seller that he must make an appointment by telephone or e-mail, according to the information sent by CDISCOUNT.

The general receiving hours are: **Monday to Friday from 8 am to 1 pm.**

To reduce waiting times, CDISCOUNT uses a driver queue management system.

#### ***Schematic representation of the established rules***



### **3- DELIVERY TYPES**

Except for deliveries on a CDA involving long-distance imports, or as specifically agreed to in writing by the Flow Coordination Service, the standard for deliveries is delivery by truck of palletized products.

Pallets must not exceed 1.80 m in height (base included). Any delivery of pallets between 1.80 m and 2.40 m will be subject to an estimate for compliance correction.

Bulk delivery will only be accepted as part of CDA great import or with the express consent of the Service Coordination Flow, and will always be an estimate for re-palletization in the case.

### **4- PACKAGING OF PACKAGES**

The weight of a package for one product ordered must be less than or equal to 30 kg and the sum of its dimensions (height, length, width) must not exceed 2 m.

### **5- STORAGE RESTRICTIONS**

CDISCOUNT draws the Seller's attention to the fact that only certain categories of products may be stored in Cdiscount Fulfilment warehouses.

The Seller must therefore follow the procedure established by CDISCOUNT in registering any new product with the Cdiscount Fulfilment service.

CDISCOUNT may at any time refuse to receive certain products, without the need to justify its refusal, 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.

If the Seller wishes to warehouse chemical products, the Seller shall provide safety data sheets (MSDS) to CDISCOUNT in advance for verification by CDISCOUNT. CDISCOUNT shall notify the Seller if such products may or may not be warehoused by CDISCOUNT.

For example (non-exhaustive list), CDISCOUNT shall not accept the following products:

- Flammable (solid or liquid - e.g. perfumes);
- Oxidizing agents (chlorine tablets, for example);
- Aerosols (including those with non-flammable propellant);
- Explosive or explosible materials (fireworks);
- Toxic (some cleaning products);
- Phytosanitary products;
- Acids and bases (household products - e.g. drain cleaners);
- Gas Cylinders;
- Tyres;
- Alcoholic beverages greater than 40% by volume;
- Oils (edible or inedible).

## **APPENDIX 2 SPECIFIC TERMS OF DELIVERY TO ANDREZIEUX LES SOURCES WAREHOUSES**

The products delivered to this Warehouse shall be those whose weight is between 30 kg (strictly above) and 180kg (strictly below) **OR** Products where the total dimensions are greater than 2m.

### **1- APPOINTMENT SETTING**

The Seller must make an appointment as soon as possible, no later than 48 hours prior to the delivery date indicated on the CDA. CDISCOUNT and the Seller shall agree on an appointment based on the availabilities in the schedule in question.

### **2- CONTACT INFORMATION FOR APPOINTMENT SETTING AND DELIVERY ADDRESS**

**“Entrepôt Easydis Cdiscount Fulfilment**  
**Les Sources ZAC de L’Orme**  
**Rue des Sources**  
**42160 ANDREZIEUX BOUTHEON”**

CDISCOUNT shall notify the Seller, in the CDA, of any clarification regarding the name/number of the building to which the Seller’s carrier shall arrive to unload the Seller's products. CDISCOUNT reminds the Seller that he must make an appointment by telephone or e-mail, according to the information sent by CDISCOUNT.

The general receiving hours are: **Monday to Friday from 6am to 4.30 pm.**

### **3- DELIVERY TYPES**

“Package” type delivery is not accepted at this warehouse.

“Packages in bulk” deliveries are accepted for delivery to this Warehouse and will be subject to an estimate for compliance correction.

Pallets must not exceed 1.80 m in height (base included). Any delivery of pallets between 1.80 m and 2.40 m will be refused or where prior consent is given by the Service Coordination Flow, an estimate for compliance correction will be provided to the Seller.

### **4- TRANSPORT LOADING PLAN**

The loading plan must respect the constraints of unloading: heavy packages to the front of the trailer and light to the rear, so as to prevent collapses that might cause difficult or even impossible unloading.

For a delivery consisting of a multi-package product reference, loading must be carried out so to allow immediate reconstitution of the A+B set. Consequently, loading must alternate A and B products. Example: package A on the right and package B on the left.

With regard to deliveries of Televisions and products in the Large Electrical Appliance category (GEM), the following loading plan must imperatively be respected:

- products must be loaded by product reference,
- it is necessary to leave 5cm of total space on each side to allow unloading of the vehicle from the back and by “clamp”. This margin must be secured by removable wedging devices (airbag for non-excessive quantities).
- the direction of pictographs of packages must be respected
- it is prohibited to deliver packages lying down
- if necessary the packages must be lashed
- the direction of clamping must be respected (the product must be able to be clamped by accessing through the back doors of the truck)

The truck must be high enough to enter a loading bay and for unloading to be possible with traditional handling equipment of clamp truck type. It is prohibited to deliver products in a truck with a gooseneck bed (with a higher platform inside). With regard to products in the GEM category, wooden battens strengthening the packaging must not exceed the dimensions of the packaging.

## **5- STORAGE RESTRICTIONS**

CDISCOUNT draws the Seller’s attention to the fact that only certain categories of products may be stored in Cdiscount Fulfilment warehouses.

The Seller must therefore follow the procedure established by CDISCOUNT in registering any new product with the Cdiscount Fulfilment service.

CDISCOUNT may at any time refuse to receive certain products, without the need to justify its refusal, 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.

If the Seller wishes to warehouse chemical products, the Seller shall provide safety data sheets (MSDS) to CDISCOUNT in advance for verification by CDISCOUNT. CDISCOUNT shall notify the Seller if such products may or may not be warehoused by CDISCOUNT.

For example (non-exhaustive list), CDISCOUNT shall not accept the following products: Flammable (solids or liquids), Vehicles, etc.

## **APPENDIX 3 SPECIFIC TERMS OF DELIVERY TO SAINT MARD WAREHOUSE**

The products delivered to this Cdiscount Warehouse shall be those whose weight is between 30 kg (strictly above) and 180kg (strictly below) **OR** Products where the total dimensions are greater than 2m.

### **1- APPOINTMENT SETTING**

The Seller must make an appointment as soon as possible, no later than 48 hours prior to the delivery date indicated on the CDA. Cdiscount and the Seller shall agree on an appointment based on the availabilities in the schedule in question.

## **2- CONTACT INFORMATION FOR APPOINTMENT SETTING AND DELIVERY ADDRESS**

**“Entrepôt FPLP / ID Logistique**  
**Dossier Cdiscount C Logistique**  
**ZAC de la Fontaine du Berger**  
**Rue des Moutiers**  
**77230 SAINT MARD”**

Cdiscount shall notify the Seller, in the CDA, of any clarification regarding the name/number of the building to which the Seller’s carrier shall arrive to unload the Seller's products. Cdiscount reminds the Seller that he must make an appointment by telephone or e-mail, according to the information sent by Cdiscount.

The general receiving hours are: **Monday to Friday from 6am to 4.30 pm.**

## **3- DELIVERY TYPES**

“Package” type delivery is not accepted at this warehouse. “Packages in bulk” deliveries are accepted for delivery to this Warehouse and will be subject to an estimate for compliance correction.

Pallets must not exceed 1.80 m in height (base included). Any delivery of pallets between 1.80 m and 2.40 m will be refused or where prior consent is given by the Service Coordination Flow, an estimate for compliance correction will be provided to the Seller.

## **4- TRANSPORT LOADING PLAN**

The loading plan must respect the constraints of unloading: heavy packages to the front of the trailer and light to the rear, so as to prevent collapses that might cause difficult or even impossible unloading.

For a delivery consisting of a multi-package product reference, loading must be carried out so to allow immediate reconstitution of the A+B set. Consequently, loading must alternate A and B products. Example: package A on the right and package B on the left.

With regard to (GEM) deliveries and Television, the following loading plan must imperatively be respected:

- products must be loaded by product reference,
- it is necessary to leave 5cm of total space on each side to allow unloading of the vehicle from the back and by “clamp”. This margin must be secured by removable wedging devices (airbag for non-excessive quantities).
- the direction of pictographs of packages must be respected
- it is prohibited to deliver packages lying down
- if necessary the packages must be lashed
- the direction of clamping must be respected (the product must be able to be clamped by accessing through the back doors of the truck)



It is prohibited to deliver products in a truck with a gooseneck bed (with a higher platform inside). The truck must be high enough to enter a loading bay and for unloading to be possible with traditional handling equipment of clamp truck type. With regard to GEM products, wooden battens strengthening the packaging must not exceed the dimensions of the packaging.

## **5- STORAGE RESTRICTIONS**

Cdiscount draws the Seller's attention to the fact that only certain categories of products may be stored in Cdiscount Fulfilment warehouses.

The Seller must therefore follow the procedure established by CDISCOUNT in registering any new product with the Cdiscount Fulfilment service.

CDISCOUNT may at any time refuse to receive certain products, without the need to justify its refusal, 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.

If the Seller wishes to warehouse chemical products, the Seller shall provide safety data sheets (MSDS) to CDISCOUNT in advance for verification by CDISCOUNT. CDISCOUNT shall notify the Seller if such products may or may not be warehoused by CDISCOUNT.

For example (non-exhaustive list), CDISCOUNT shall not accept the following products:

- Flammable (solid or liquid - e.g. perfumes);
- Oxidizing agents (chlorine tablets, for example);
- Aerosols (including those with non-flammable propellant);
- Explosive or explosible materials (fireworks);
- Toxic (some cleaning products);
- Phytosanitary products;
- Acids and bases (household products - e.g. drain cleaners);
- Gas Cylinders;
- Tyres;
- Alcoholic beverages greater than 40% by volume;
- Oils (edible or inedible).