

TERMS AND CONDITIONS OF SALE - INTERNET

In force on 19/12/2018

ARTICLE 1 - Scope

These General Conditions of Sale (so-called "Terms") apply, without restriction or reservation to all sales concluded by the Seller from non-professional buyers ("Customers or Customer"), wishing to acquire the products offered for sale ("The Products") by the Seller on faststrike-europe.com. Products offered for sale on the site are the following:

- FAST STRIKE® Defense Article

The main features of the Products and in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented on the faststrike-europe.com website, which the customer is obliged to read before ordering. The choice and the purchase of a Product are the sole responsibility of the Customer.

Product offers are subject to availability, as specified at the time of placing the order. These Terms and Conditions are accessible at any time on the faststrike-europe.com website and will prevail over any other document.

The Customer declares to have taken knowledge of the present GTCS and to have accepted them by checking the box provided for this purpose before the implementation of the online ordering procedure of the faststrike-europe.com website.

Unless proved otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Customer.

The Seller's contact information is as follows:

WTO DISTRIBUTION, SARL

Share capital of 10,000 euros

Registered at the RCS of ORLEANS, under the number 811856558

53 RTE DE FAY TO THE LOGES 45450 INGRANNES

mail: contact@faststrike-europe.com

phone: +33 826382627

Products presented on the faststrike-europe.com website are offered for sale for the following territories:

EUROPE.

In case of order to a country other than metropolitan France, the Customer is the importer of the Product (s) concerned.

For all Products shipped outside the European Union and DOM-TOM, the price will be calculated excluding taxes automatically on the invoice.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be at the expense and are the sole responsibility of the Customer.

ARTICLE 2 – Price

The Products are supplied at the rates in effect on the website faststrike-europe.com, at the time of registration of the order by the Seller.

The prices are expressed in Euros, HT and TTC.

The rates take into account any reductions that may be granted by the Seller on faststrike-europe.com.

These prices are firm and not revisable during their period of validity but the Seller

reserves the right, outside the period of validity, to change prices at any time. Prices do not include processing, shipping, transport and delivery charges, which are charged in addition, under the conditions indicated on the site and calculated prior to placing the order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is established by the Seller and delivered to the Customer upon delivery of the Products ordered.

ARTICLE 3 – Orders

It is the Customer's responsibility to select from the faststrike-europe.com website the Products he wishes to order, according to the following terms and conditions:

The customer chooses a product number and is directed on the PayPal interface to perform payment.

Product offers are valid as long as they are visible on the site, while stocks last.

The sale will be considered valid only after full payment of the price. It is the Customer's responsibility to check the accuracy of the order and report any errors immediately.

Any order placed on the faststrike-europe.com website constitutes the formation of a contract concluded remotely between the Customer and the Seller.

The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over the payment of a previous order.

The Customer will be able to follow the evolution of his order on the site.

ARTICLE 4 - Terms of payment

The price is paid by way of secure payment, according to the following terms:

- payment by credit card
- or payment by bank transfer to the Seller's bank account (whose details are communicated to the Customer when placing the order)

The price is payable by the Customer, in full on the day of the order.

The payment data is exchanged in encrypted mode using the protocol defined by the authorized payment service provider for banking transactions carried out on the faststrike-europe.com website.

Payments made by the Customer will not be considered final until the Seller has actually collected the sums due.

The Seller will not be obliged to proceed to the delivery of the Products ordered by the Customer if he does not pay the price in full under the conditions indicated above.

ARTICLE 5 - Deliveries

Products ordered by the Customer will be delivered in Metropolitan France or in the following areas:

EUROPE.

Deliveries occur within 2 to 7 days at the address indicated by the Customer when ordering on the site.

Delivery consists of the transfer to the Customer of physical possession or control of the Product. Except in the special case or unavailability of one or more Products, the Products ordered will be delivered at one time.

The Seller undertakes to make his best efforts to deliver the products ordered by the Customer within the time specified above. However, these deadlines are given as an

indication.

If the Products ordered have not been delivered within 30 days after the indicative date of delivery, for any reason other than force majeure or the fact of the Customer, the sale can be solved at the written request of the Customer in the conditions laid down in Articles L 216-2, L 216-3 and L241-4 of the Consumer Code. The sums paid by the Client will then be returned to him no later than fourteen days following the date of termination of the contract, excluding any compensation or deductions. Deliveries are made by an independent carrier, to the address mentioned by the Customer when ordering and which the carrier can easily access.

When the Customer has himself chosen to use a carrier that he chooses himself, the delivery is deemed made upon delivery of Products ordered by the Seller to the carrier who accepted them without reservation. The Customer acknowledges that it is the carrier who is responsible for the delivery and has no recourse against the Seller in the event of failure to deliver the goods transported.

In the event of particular request of the Customer concerning the conditions of packing or transport of the ordered products, duly accepted in writing by the Seller, the related costs will be the object of an additional specific invoicing, on estimate previously accepted in writing by the customer.

The Customer is required to check the status of the delivered products. It has a period of 30 days from delivery to make claims by e-mail, accompanied by all the relevant supporting documents (photos in particular). After this period and failing to comply with these formalities, the Products will be deemed compliant and free from defects and no claim may be validly accepted by the Seller.

The Seller will refund or replace as soon as possible and at his expense, the delivered Products whose defects of conformity or apparent or hidden defects have been duly proven by the Customer, under the conditions provided for in articles L 217-4 et seq. Code of consumption and those provided for in these GTCS.

The transfer of the risks of loss and deterioration relating thereto, will only be realized when the Customer physically takes possession of the Products. The Products therefore travel at the Seller's risk unless the Customer has himself chosen the carrier. As such, the risks are transferred at the time of delivery of the goods to the carrier.

ARTICLE 6 - Transfer of Ownership

The transfer of ownership of the Seller's Products to the Customer will only be realized after full payment of the price by the latter, regardless of the delivery date of said Products.

ARTICLE 7 - Right of withdrawal

According to the terms of Article L221-18 of the Consumer Code "The consumer has a period of fourteen days to exercise his right of withdrawal of a contract concluded at a distance, following a canvassing telephone or out establishment, without having to justify its decision or to bear other costs than those provided for in Articles L. 221-23 to L. 221-25.

The period mentioned in the first paragraph runs from the day

1 ° The conclusion of the contract, for service contracts and those mentioned in Article L. 221-4;

2 ° The receipt of the goods by the consumer or a third party, other than the carrier, designated by him, for contracts for the sale of goods. For contracts concluded off premises, the consumer may exercise his right of withdrawal from the conclusion of the contract.

In the case of an order for several goods delivered separately or in the case of an order for a good consisting of lots or multiple parts whose delivery is spread over a defined period, the period runs from the receipt of the last good or lot or the last piece.

For contracts providing for the regular delivery of goods during a defined period, the period runs from receipt of the first goods. "

The right of withdrawal can be exercised online, using the withdrawal form attached and also available on the site or any other declaration, without ambiguity, expressing the will to retract and in particular by mail addressed the Seller to the postal or email address indicated in ARTICLE 1 of the GTC.

Returns are to be made in their original condition and complete (packaging, accessories, instructions ...) allowing their remarketing in new condition, accompanied by the invoice.

Damaged, soiled or incomplete products are not taken back.

The cost of return remains the responsibility of the Customer.

The exchange (subject to availability) or refund will be made within 14 days from the receipt by the Seller of the Products returned by the Customer under the conditions provided for in this article.

ARTICLE 8 - Seller's Liability – Warranties

Products supplied by the Seller benefit from:

- the legal guarantee of conformity, for the defective Products, damaged or damaged or not corresponding to the order,
- the legal warranty against hidden defects resulting from defects in material, design or workmanship affecting the delivered products and rendering them unfit for use,

Provisions relating to legal warranties

Article L217-4 of the Consumer Code

"The seller is obliged to deliver a good in accordance with the contract and responds to defects of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, the assembly instructions or the installation when it was charged to it by the contract or was carried out under its responsibility. "

Article L217-5 of the Consumer Code

"The property is in accordance with the contract:

1 ° If it is fit for the customary use of a similar good and, where applicable:

- if it corresponds to the description given by the seller and possesses the qualities that he has presented to the buyer in the form of a sample or a model;
- if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, particularly in advertising or labeling;

2 ° Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, made known to the seller and that

the latter has accepted. "

Article L217-12 of the Consumer Code

"The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. "

Article 1641 of the Civil Code.

"The seller is bound by the guarantee by reason of the hidden defects of the thing sold which render it unsuitable for the use for which it is intended, or which diminish the use so much, that the buyer would not have acquired it, or would have given a lower price if he had known them. "

Article 1648 paragraph 1 of the Civil Code

"The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. "

Article L217-16 of the Consumer Code.

"When the buyer asks the seller, during the course of the commercial guarantee which has been granted to him during the acquisition or the repair of a movable property, a restoration covered by the guarantee, any period of immobilization at least seven days is added to the duration of the warranty that remained to run. This period runs from the request for intervention by the buyer or the provision for repair of the property in question, if this provision is subsequent to the request for intervention. "

In order to assert his rights, the Customer must inform the Seller, in writing (mail or mail), the non-compliance of the Products or the existence of hidden defects from their discovery.

The Seller will refund, replace or have repaired Products or parts under warranty deemed non-compliant or defective.

The shipping costs will be refunded on the basis of the invoiced rate and the return costs will be reimbursed upon presentation of receipts.

Refunds, replacements or repairs of the Products found to be non-compliant or defective will be made as soon as possible and at the latest within 60 days following the finding by the Seller of the lack of conformity or the hidden defect. This refund can be made by bank transfer or check.

The Seller's liability can not be incurred in the following cases:

- failure to comply with the legislation of the country in which the products are delivered, which it is the responsibility of the Customer to check,
- in case of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, such as in case of normal wear of the Product, accident or force majeure.
- The photographs and graphics presented on the site are not contractual and can not engage the responsibility of the Seller.

The Seller's warranty is, in any event, limited to the replacement or refund of non-compliant or defective Products.

ARTICLE 9 - Personal Data

The Customer is informed that the collection of his personal data is necessary for the sale of the Products by the Seller as well as their transmission to third parties for the delivery of the Products. This personal data is collected only for the execution of the contract of sale.

9.1 Collection of personal data

The personal data collected on the faststrike-europe.com website are as follows:

Order of Products:

When ordering Products by the Customer:

Name, Surname, mailing address, e-mail address, phone, date of birth.

Payment

As part of the payment of the Products offered on the site faststrike-europe.com, it records financial data relating to the bank account or the credit card of the Client / user.

9.2 Addressees of personal data

The personal data are used by the Seller and his co-contractors for the performance of the contract and to ensure the efficiency of the sale and delivery of the Products.

The category (s) of the co-contractor (s) is (are):

- Transport providers
- Payment institutions providers

9.3 Treatment manager

The data controller is the Seller, within the meaning of the Data Protection Act and from May 25, 2018 of the Regulation 2016/679 on the protection of personal data.

9.4 limitation of treatment

Unless the Customer expressly agrees, his personal data is not used for advertising or marketing purposes.

9.5 Retention period of data

The Seller will store the collected data for a period of 5 years, covering the time of the applicable contractual liability period.

9.6 Security and confidentiality

The Seller implements organizational, technical, software and physical security measures for the protection of personal data against unauthorized alteration, destruction and access. However, it should be noted that the Internet is not a completely secure environment and the Seller can not guarantee the security of the transmission or storage of information on the Internet.

9.7 Implementing Customer and User Rights

In application of the regulations applicable to the personal data, the Clients and users of the faststrike-europe.com site have the following rights:

- They can update or delete their data as follows:

By e-mail removal request to the following address: contact@faststrike-europe.com.

- They can delete their account by writing to the email address indicated in article 9.3 "Processing Manager"

- They can exercise their right of access to know their personal data by writing to the address indicated in Article 9.3 "Responsible for treatment"

- If the personal data held by the Seller is inaccurate, they may request the updating of the information of the information by writing to the address indicated in article 9.3 "Person in charge of treatment"

- They may request the deletion of their personal data, in accordance with applicable data protection laws by writing to the address indicated in Article 9.3 "Responsible for processing"

- They can also request the portability of data held by the Seller to another provider

- Finally, they may oppose the processing of their data by the Seller

These rights, provided that they do not preclude the purpose of the processing, may be exercised by sending a request by mail or by e-mail to the Processing Manager whose details are indicated above.

The controller must provide an answer within a maximum of one month.

In case of refusal to grant the request of the Customer, it must be motivated.

The Customer is informed that in case of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or seize a judicial authority. The Customer may be asked to check a box under which he agrees to receive informative and advertising emails from the Seller. He will always be able to withdraw his agreement at any time by contacting the Seller (contact details above) or by following the unsubscribe link.

ARTICLE 10 - Intellectual Property

The content of the site faststrike-europe.com is the property of the Seller and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute a forgery offense.

ARTICLE 11 - Governing Law – Language

These Terms and the resulting transactions are governed by and subject to French law.

These Terms are written in French. In the event that they are translated into one or more foreign languages, only the French text would be valid in case of dispute.

ARTICLE 12 – Disputes

For any complaint thank you to contact the customer service at the postal address or email of the Seller indicated in ARTICLE 1 of these Terms.

The Client is informed that he can in any case resort to a conventional mediation, with existing sectoral mediation bodies or any alternative dispute resolution (conciliation, for example) in case of dispute.

In this case, the designated mediator is

Fevad

E-commerce Mediator of the FEVAD, 60 rue la Boétie - 75008 Paris

<https://www.mediateurfevad.fr/>

E-mail: mediateurduecommerce@fevad.com.

The Client is also informed that he can also use the Online Dispute Resolution Platform (RLL): <https://webgate.ec.europa.eu/odr/main/index.cfm?Event=main.home.show>

All disputes to which the purchase and sale transactions concluded pursuant to these GTS and which have not been the subject of an amicable settlement between the seller or by mediation, will be submitted to the competent courts under the conditions of right common.

ANNEX I
Retraction form

Date _____

This form must be completed and returned only if the Customer wishes to retract the order placed on faststrike-europe.com except exclusions or limitations to the exercise of the right of withdrawal according to the applicable Terms of Sale.
For the attention of

SARL, WTO DISTRIBUTION
53 RTE DE FAY TO THE LOGES 45450 INGRANNES

I hereby notify the withdrawal of the contract for the property below:

- Order from (indicate date)
- Order number:
- Client name :
- Customer's address:

Signature of the Client (only in case of notification of this form on paper)