

**Important: Please read these General Terms and Conditions carefully.**

These ones defined the conditions and restrictions of sale that you accept by clicking on the button *‘I accept and acknowledge having read the general conditions in force’*. By using all or part of the services of the website [www.bayo.com](http://www.bayo.com) and by purchasing Products via this website you accept all the provisions of these General Terms and Conditions of Sale as well as the limitations of guarantee and liability. The present General Terms and Conditions of sale can be modified at any time by the editor of the website, namely the company NSE according to the evolution of the site or the legislation.

It is however the responsibility of each internet user to regulate consult the present General Terms and Conditions in order to be informed of possible modifications.

### **Article 1 – Terms of application**

The purpose of the present General Terms and Conditions of sale is to define the terms of execution as well as the conditions under which the sale of Products on the website [www.bayo.com](http://www.bayo.com) is concluded by the Customers who are consumers, that is to say any user, a natural person of legal age with capacity to enter into a contract, who is not acting within the framework of his or her professional activity, and who is browsing, taking cognisance of, reserving, ordering and/or purchasing a Product offered on the website.

The above-mentioned website belongs to the company NSE, S.A. with a capital of 5 232 972,05 euros whose registered office is located at Domaine de la Croix, Grand Croix, 03250 Nizerolles, registered at the Cusset Trade and Companies register under number 394 020 903.

The provisions of the present General Terms and Conditions of sale constitute the law of the parties and therefore imply the Customer’s unreserved adherence of these Terms and Conditions which he acknowledges having perfect knowledge of, as soon as he places an order. They prevail over any different of contrary clauses appearing on Customer’s documents or correspondence.

The fact that the Customer clicks on the “validate” button after the order process is equivalent to acceptance of the order under the conditions that appear therein, and to unreserved acceptance of these General Terms and Conditions of sale.

Any order placed via the Website by the Customer implies the prior unreserved acceptance by the latter of these General Terms and Conditions of sale as well as the pricing conditions in force on the day of acceptance of the order, which form an integral part thereof, to the exclusion of any possible contrary stipulation appearing on the Customer’s order or on the General Conditions of Purchase, or more generally, on any document issued by the Customer. These General Conditions of sale also prevail over any other document, such as prospectus, catalogue and documentations issued by NSE.

### **Article 2 – Order**

The Customer is asked to provide certain personal information for the purposes of invoicing, delivery of the order and personalising the communication and offer of Products, in particular

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through newsletters. This information is processed and collected exclusively by NSE for the purpose of creating a customer file. The Customer naturally has a right of access, modification, rectification and deletion under the conditions set at the article 10 of these General Conditions.

Mandatory information is indicated by an asterisk. This includes surname, first name, e-mail address of the Customer, a personal password issued by the Customer, the telephone number, the postal address: postcode, town and department. The other information is communicated voluntarily by the Customer.

The Customer guarantees that the data he communicates is correct and true. The Customer undertakes to inform NSE without delay in the event of change in the date he/she has communicated at the time of his/her order.

**NSE cannot be held responsible for the provision of false information which makes it impossible for NSE to carry out its obligations, in particular, but not exclusively, to deliver orders.**

**In no case, can NSE be held responsible for the usurpation of a customer's identity, given that it does not have the technical means to systematically verify the identity of persons.**

In case of suspicion of fraudulent use of his identifiers, the Customer must immediately inform NSE.

**If the data contained in the order section were to disappear following a fortuitous event, a technical breakdown or a case of force majeure, NSE could not be held responsible.**

The Customer may, prior to placing an order, request additional information on the Products by phone or email, at the numbers and addresses shown on the website [www.bayo.com](http://www.bayo.com), the company NSE undertaking to provide to the Customer with all reasonable additional information that he/she may wish to obtain if he/she does not consider himself/herself sufficiently informed by the description and characteristics of the Products sold on the above-mentioned website.

As soon as the Customer considers that he has been informed about the characteristics of the Product he/she wishes to order, he/she can place an order.

In order to place an order via the website, the Customer must select the Products and their quantity and consult the descriptive sheet.

**The information provided by NSE on the descriptive sheets is in no way exhaustive and does not replace the Customer's assessment, who must check the suitability of the Products ordered with his/her own needs before placing his order.**

In order to optimise information on stock, the Customer is informed that only validation of the order entails the reservation of the Product(s) for the Customer. The Products contained in the basket are not reserved under any circumstances.

Once the basket has been filled, the Customer will be redirected to a page where he/she will be able to consult the summary of his/her order (i.e: unit prices of the Products (including VAT) with the indication of amount of VAT applied, the quantity ordered, the total amount of his/her

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order including delivery costs, the delivery address and the delivery times).

The Customer completes his/her contact details, delivery address and specifies the chosen method of shipment.

To validate this page, he/she must tick the box relating to the acceptance of these General Conditions and the Privacy Policy and then click the “VALIDATE ORDER” button to choose his/her method of payment.

The Customer may also choose to pay by cheque. In this case, the Customer edits the form and sends the order by post to NSE.

### **Article 3 – Order Validation**

The order becomes firm and definitive only after validation and effective collection of the payment, subject to the exceptions below.

NSE will send a confirmation of the order once payment has been made. This confirmation constitutes acceptance of the order.

The availability of Products is indicated on the website.

However, given the time required between the registration of an order and a payment, the specificities of Internet and the speed of transactions making it impossible to accurately update stocks, the Customer acknowledges and accepts that during this period, and in the event of end of stocks, a Product may become unavailable.

In such a case and except the case of force majeure, NSE will contact the Customer by phone and/or by e-mail in order to propose either the delivery of another reference or the reimbursement of the sums paid by the Customer within fourteen (14) days of payment.

In case of unavailability of a Product indicated on the site, the Customer proceeds with his/her order without making any payment. On receipt of the Product by NSE, the latter will contact the Customer by phone and/or email in order to propose to him to finalise his/her order by proceeding with the payment.

NSE also reserves the right to refuse an order in the event that the Customer is not up to date with his/her obligations of any nature whatsoever, and in particular, without this list being exhaustive, failure to pay, payment incident during a previous order, or failure to communicate supporting documents. In such a case, the Customer will be informed of this refusal by e-mail and/or phone, and NSE will proceed with the reimbursement of the sums that the Customer has incurred. Such a refusal, constitutes a legitimate reasons within the meaning of the article L.121-11 of the French Consumer Code and does not constitute a refusal to sell.

### **Article 4 – Products**

NSE reserves the rights to make any changes or improvements to its Products at any time and reserves the right to remove any of the Products from its website at any time, particularly for technical reasons, and this removal cannot in any way justify any damages to the Customer.

If there is an order in progress on the Product concerned, the customer will have the choice:

- Either to cancel the order and obtain a refund
- Either to modify the order with another Product proposed by NSE

## **Article 5 – Price – Payment**

The prices indicated on the invoice are firm and are those in force at the date of validation of the order. NSE reserves the right to modify its prices at any time and in the event of price variation, the applicable prices will be those in force at the date of validation of the order.

The prices and tariffs appearing on the website [www.bayo.com](http://www.bayo.com) are indicated in euros and are inclusive of all taxes, net of any discount and exclusive of delivery or shipping costs

The payment can be made by credit card (CB, Visa, Master Card, Discover, American Express), Paypal, cheque or bank transfer.

The applicable conditions are explained in the following articles.

The Customer will be redirected to the payment interface he/she has chosen.

### **5.1. Dematerialized payments (credit card, Paypal) :**

In the case of bank payment (only Credit Card-Visa-MasterCard-Discover-American Express), Paypal, the Customer will be redirected to the secure interface entirely governed by the banking establishment concerned (hereinafter the “Providers”), namely Crédit Agricole ( for bank payment) and Paypal company (for Paypal transfer).

The dematerialized payments are made by means of secure transactions provided by the Providers.

**The Customer expressly acknowledges having read and accept the General Conditions of the Partners concerned.**

**The banking Partners are solely responsible for processing personal banking data entered by the Customer relating to the means of payment.**

The Customer guarantees that he/she is fully entitled to use the credit card he/she is using and that this credit card gives access to sufficient funds to cover the costs of the order and undertakes to communicate accurate information to these Partners.

NSE cannot be held responsible for an order that is registered and paid for using information owned by the Customer and held by a third party.

### **5.2. Payment by bank cheque**

In the case of payment by cheque, the Customer undertakes to send a bank cheque equal to the amount of the order together with the form downloaded from the Website to the following address: NSE, Activité BAYO, ZA La Tour, 03200, ABREST, mentioning the order number on the back of the cheque.

Payment by cheque must be accompanied with a legible copy of a proof of identity in accordance with article L131-15 of the Monetary and Financial Code.

The order will only be dispatched after receipt of the cheque, the copy of the proof of identity and verification of these elements by NSE, and cashing of the cheque.

Any incident of payment will authorise NSE to suspend the execution of the orders in progress until regularisation.

## **Article 6 – Delivery**

The Products sold by NSE are delivered by standard or express carriers to the address indicated in the Customer's order.

The information communicated by the Customer at the time of placing the order is binding. Any error in the execution of the order due to erroneous or incomplete information entered by the Customer shall not be attributable to NSE. Any additional costs resulting from Customer's errors shall be borne exclusively by the Customer.

### **6.1. Place of delivery**

NSE delivers to metropolitan France, Corsica, the overseas department and the overseas communities.

NSE also delivers to Europe (European Union and outside the EU), Africa, Oceania and North America.

For any other destination, an express request must be sent to NSE who reserves the right to accept or refuse.

### **6.2. Delivery time**

The delivery of the order of standard products on the territory of France (metropolis, Corsica and Overseas) will intervene in conformity with the deadlines envisaged by the French Consumer Code and this as from the forwarding of the products, which intervenes after reception of all the necessary justifications.

The delivery of the order of personalised or custom-made products will take place within eight (8) weeks from the validation of the order by NSE, the receipt of proof and the effective collection of the total amount of the order.

Delivery times may depend on:

- The transport offer chosen by the buyer
- The availability in stock of the Products in the order
- And circumstances, particularly economic ones, over which NSE has no control

Orders may be delivered in several packages, in several instalments.

### **6.3. Delay in delivery**

NSE shall inform the Customer as soon as possible of any delay.

In any case, the delivery within the time limits can only take place if the Customer is up to date of his/her obligations towards NSE, whatever the cause and his/her absence of force majeure.

Complaints relating to delays in delivery are made under the conditions of the article L216-6 of the French Consumer Code.

### **Article 7- Reception of the Products – Conformity – Hidden defects**

It is the Customer's responsibility to check the number and the condition of the Product(s) on receipt (absence of any apparent defect) before the delivery person leaves. Any damage to the packaging must be subject of written and precise reservations concerning the damage observed and/or the nature of the damage to the packaging on the transport document. These reservations must be sent to NSE by e-mail on the same day, in order to preserve recourse against the carrier and to allow compensation in case of confirmed damage.

The Customer shall provide any justification as to the reality of the defects or anomalies noted. The Customer shall allow NSE every facility to proceed with the observation of these defects and to remedy them. The Customer shall refrain from intervening himself or having a third party intervene for this purpose.

In the event of lack of conformity or hidden defects found and/or appearing after delivery, the Customer must notify NSE as soon as possible after the discovery of the defect or the hidden defect by registered letter with acknowledgement of receipt, including the number of his/her order and that of the corresponding invoice, his/her full name, the date of his/her purchase and the description of the non-conformity and/or hidden defect.

Only Products that have been subject to abnormal use or voluntary or accidental deterioration and in their original packaging or in packaging with the same characteristics to ensure the transport of the Products can be returned.

NSE does not accept any return of Products without having previously and expressly acknowledge receipt of the complaint or reservation formulated.

After reception and verification of the non-conformity of the Products, NSE will either replace them or reimburse the sums paid, including the transport costs.

### **Article 8 – Right of withdrawal**

In accordance with the article L.221-18 of the French Consumer Code, the Customer has a withdrawal period of fourteen (14) clear days from receipt of the Products, to return, at his/her own expense, the Products he/she has ordered for any reasons whatsoever, and to cancel his/her order. However, this right of withdrawal cannot be exercised for the supply of goods made to the consumer's specifications or clearly personalised, in accordance with the article L221-28 of the French Consumer Code.

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The period of fourteen (14) clear days runs from the day of receipt of the Products. The delivery note dated by the Carrier is proof of this. The retraction must be sent by post to NSE headquarters.

The Products must be returned in their original packaging, accompanied by all their accessories, the delivery note and/or the order form allowing to certify that the Products were purchased via the Website and ideally a letter explaining the reason for the refusal (only for a question of traceability).

The right of withdrawal can be exercised by the Customer before the expiry of the legal period of 14 days, by filling in and sending to NSE the standard withdrawal form available on the website [www.bayo.com](http://www.bayo.com) or on request. In all case, the Customer will be informed of his/her right of withdrawal before placing of any order by means of a link to these General Terms and Conditions and separately in an e-mail acknowledging receipt of the order. In the event of withdrawal in accordance with above provisions, the Customer will receive an acknowledgement of receipt of the withdrawal by e-mail without delay.

Products returned incomplete or damaged and unfit for resale shall not be subject to the right of withdrawal.

The costs of returning the Products are to be borne by the Customer; NSE does not accept the packages with postage due. All risks related to the return of the Products are at the expense of the Customer.

After reception and verification of the Products, NSE will reimburse the Customer within a maximum of fourteen (14) days following the date on which the Customer's right of withdrawal was exercised in accordance with the article L221-24 of the French Consumer Code.

In the case of missing accessories or failure to comply with the above conditions, NSE reserves the right either to refuse the return or to apply a discount.

### **Article 9 – Warranties – Responsibilities**

Unless specifically agreed writing by NSE, NSE does not provide any additional guarantee other than the legal guarantees of conformity and hidden defects.

In the absence of a specific agreement, it is the responsibility of the Customer to check that the Products ordered correspond to his/her needs and their destination, the Customer being solely responsible for the conformity of the Products to the use for which he/she intended them, NSE being likely to provide the Customers with all information that they could consider useful on its Products.

If the Customer believes that the Products delivered are defective in material, the Customer must notify NSE in writing without delay, specifying the nature and extent of the alleged defects and providing all evidence of their existence.

The purchaser must allow NSE every facility to carry out, or have carried out by any third party designated by it, all the observations that it deems necessary, and NSE may, in particular, request the return of the disputed Products from the Customer, at its own expense, for analysis.

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NSE's guarantee is strictly limited to the obligation to repair or replace the defective Products and to reimburse the transport costs mentioned above. If repair or replacement of the Product concerned is impossible, the Customer may return the concerned Product and ask NSE to refund the price or keep the Product concerned and ask NSE to refund part of the price.

Furthermore, it is expressly stated that the warranty does not cover damage resulting from use of the Products that does not comply with the instructions for use, use of the Products that does not comply the use for which they were intended, any modification carried out on the Product without prior authorisation from NSE, external constraints or any other case of force majeure or normal wear and tear.

The implementation of the guarantee can in no way have the effect of prolonging or extending it to the benefit of the replaced consumables.

**The equipment (computer, software, telecommunications means, etc.) allowing access to the website are at the exclusive charge of the Customer, as are the telecommunications costs incurred by their use.**

**The Customer acknowledges and accepts that no one can guarantee the proper functioning of the Internet as a whole.**

In the event of impossibility of access to the website, due to a technical problem or of any other nature, the Customer shall not be entitled to claim any damages or compensations.

#### **Article 10 – Personal Data Processing and Privacy Policies NSE**

NSE is committed to comply with the obligations arising from National and European regulations (EU Regulation 2016/679) on the protection of personal data, in accordance with the provisions from the Privacy Policy, available at <https://www.nse-groupe.com/politique-de-confidentialite>.

#### **Article 11 – Intellectual Property**

The website [www.bayo.com](http://www.bayo.com) is the property of NSE.

All rights relating to the Website (including but not limited: intellectual property rights on texts, literary and artistic creations, graphics including photographs and audiovisuals, computer developments, HTML and other works of the mind and, more generally any creation likely to be protected by intellectual property such as images, logos, layout, graphic charter, structure, ergonomics, colour codes, typography, fonts, basic graphic elements, graphic organisation of the screens, page backgrounds, visual identity of the Website, sound elements or trademarks), the overall concept of NSE's activity and their original and innovative character belong to NSE or are regularly exploited by the latter, without any limitation.

Any imitation or reproduction of the aforementioned rights, in whole or in part, on any medium whatsoever, is strictly forbidden. The reproduction or use of the elements contained in the website may be subject to prosecution.

#### **Article 12 - Force majeure**





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NSE shall not be held responsible for the non-execution of any of its obligations insofar as it proves that this non-execution was due to a case of force majeure as defined by the Civil Code and in particular in following case: war, declared or not; civil war; riots or revolution, acts of piracy, sabotage, fire or natural disaster.

**Article 13 – Competent court – Governing law**

The law applicable to these General Terms and Conditions of sale is French law to the exclusion of any other applicable international convention including the Vienna Convention on the International Sale of Goods of 11 April 1980.

In the event of a dispute relating to the existence, interpretation and execution of these General Terms and Conditions of sale, only the French courts

The general conditions are available in English. In case of difficulty of interpretation, the French version shall prevail.