

GENERAL CONDITIONS OF SALE OF EQUIPMENT

THESE GENERAL TERMS AND CONDITIONS OF SALE are intended for private customers, acting as such outside of any professional activity, who wish to acquire a telecom equipment. Professionals wishing to benefit from DAUPHIN TELECOM's services and subscribe to a commercial offer are invited to contact DAUPHIN TELECOM's professional sales department.

DAUPHIN TELECOM - Société par Actions Simplifiée - 419 964 010 R.C.S. BASSE-TERRE - 12 RUE DE LA REPUBLIQUE MARIGOT - 97150 ST MARTIN - 0801 100 555-
info@dauphintelecom.com

1. OBJECT

The present General Conditions of Sale govern the conditions under which DAUPHIN TELECOM sells equipment or accessories to the Customer. These General Sales Conditions only apply to orders to be delivered in Saint Martin, Saint Barthélemy, Guadeloupe, Martinique and French Guyana. They may be supplemented, if necessary, by special conditions specifying the conditions specific to certain sales.

2. DEFINITIONS

"Customer": means the natural person of legal age residing in the Activity Zones at the address provided in the Subscription Contract, who holds the Contract and has entered into it for the needs of his personal and private use.

"General Sales Conditions » : refers to the present document

"**Equipment** " : means any material offered for sale by DAUPHIN TELECOM and for which the Customer places an order (notably cell phone, smartphone, router, modem).

"**Party(ies)**" refers, depending on the context, to the Customer and/or DAUPHIN TELECOM.

3. EQUIPMENT CONTROL

3.1. Order

The Equipment is offered alone or with the concomitant subscription/renewal of a DAUPHIN TELECOM offer (subscription, prepaid offer) for which the general subscription conditions and, if applicable, the minimum duration of commitment, are brought to the attention of the Customer when subscribing to the offer.

Before placing any order, the Customer is invited to consult all the characteristics of the Equipment that he is considering acquiring.

The order of equipment is made exclusively in the store, subject to availability of the Equipment. Any order implies the express, full and unreserved acceptance by the Customer of the present General Sales Conditions as well as, if necessary, of the particular conditions related to it and

finally, when the purchase is concomitant to the subscription of a DAUPHIN TELECOM offer, of the General Subscription Conditions or any other document related to the offer subscribed to.

DAUPHIN TELECOM draws the attention of the Customer to the fact that the preferential price of the Equipment with subscription is conditioned to the subscription of a DAUPHIN TELECOM offer at the rate in force at the day of the subscription for a minimum duration of 12 or 18 or 24 months specified in the subscription contract.

All the Equipments proposed at a preferential rate with the subscription of a DAUPHIN TELECOM offer are also proposed for sale without subscription, with the application of a standard rate.

The Equipment remains the property of DAUPHIN TELECOM until the full payment of their price by the Customer. The risks relative to the Equipment (notably theft, loss, deterioration) are transferred to the Customer when the Equipment is made available.

3.2. Remote or off-premises sale

In the event of a remote or off-premises purchase of the Equipment, the Client has the right to withdraw without giving any reason within a period of fourteen days after the day on which the sales contract was concluded. To exercise the right of withdrawal, the Customer must notify DAUPHIN TELECOM - 12, rue de la République - Marigot- 97150 SAINT MARTIN - info@dauphintelecom.com of his decision to withdraw by means of an unambiguous statement (e.g. letter sent by post or e-mail). For this purpose, the Customer can use the model of withdrawal form which is given to him by DAUPHIN TELECOM.

In order for the withdrawal period to be respected, it is sufficient for the Customer to transmit his decision of withdrawal before the expiration of the withdrawal period.

In case of retraction exercised in the aforementioned conditions, DAUPHIN TELECOM will proceed to the reimbursement of all the payments received, including the delivery costs (except for the additional costs resulting from the choice of the Customer of a delivery method other than the less expensive standard delivery method proposed by DAUPHIN TELECOM) without excessive delay and, in any case, at the latest fourteen days after the Customer has informed DAUPHIN TELECOM of his decision to retract from the Contract. The reimbursement will be made according to the same means of payment as the one used for the initial transaction, except if the Customer expressly agrees on a different means. In any event, this refund shall not incur any costs for the Customer.

The Equipment must be returned or given back to the following address DAUPHIN TELECOM - 12, rue de la République - Marigot- 97150 SAINT MARTIN without excessive delay and, in any case, at the latest fourteen days after the Customer has informed DAUPHIN TELECOM of his decision of withdrawal. This deadline is deemed to have been respected if the Equipment is returned before the expiration of the fourteen day period. The Customer shall bear the direct costs of returning the goods.

The customer shall only be liable for the depreciation of the Equipment resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of this Equipment.

4. AVAILABILITY OF THE EQUIPMENT

The standard prices are valid as long as the Equipment is available at DAUPHIN TELECOM.

Promotional prices are valid during the validity period of the promotion.

DAUPHIN TELECOM draws the Customer's attention to the fact that, exceptionally, it may encounter supply difficulties. In such a case, DAUPHIN TELECOM will not be able to satisfy the Equipment order.

5. PROVISIONING

DAUPHIN TELECOM will make the Equipment available in the store on the day of the order. It is up to the Customer to make sure that the Equipment made available is in good condition.

6. FINANCIAL CONDITIONS

6.1. Prices

The prices of the Equipment are expressed in euros, and include all taxes and are those in force on the day the order is placed by the Customer.

The price includes, at the time of the purchase of an electrical or electronic equipment, an environmental contribution, in application of the decree n° 2005- 829 of July 20, 2005 relating to the composition of electrical and electronic equipment and the elimination of waste resulting from this equipment, and the remuneration for private copy, the amount of which is collected at source.

The promotions are not cumulative.

6.2. Invoicing and payment

The invoice is established by DAUPHIN TELECOM at the time of order by the Customer.

The payment is made when the Equipment is made available, at the Customer's choice:

- By credit card - By cash

The rejection of the payment will lead to the cancellation of the order.

6.3. Financial guarantees

A deposit check is required from the customer of a premium unlimited mobile package at 99.90€/month for 18 months. The amount of the deposit check is the difference between the price excluding the promo and the price paid by the customer on the phone. This check is not cashed and is returned to the customer or destroyed after the commitment period.

7. PERSONAL DATA

7.1 Any personal data likely to be collected within the framework of the contract will be processed and stored in accordance with the modified law N°78-017 of January 6, 1978 relating to Data Processing, Files and Liberties, as well as with the European Regulation 2016/679, known as RGPD. DAUPHIN TELECOM implements the processing of personal data, which have as their legal basis: (a) the execution of pre-contractual measures or of the contract when it implements a processing having for purpose: the provision of the service described in the article "THD fiber offers" of the present. (b) the legitimate interest pursued by DAUPHIN TELECOM when it pursues the following purposes: prospecting and animation; management of the relationship with its clients and prospects; organization, registration and invitation to DAUPHIN TELECOM events. The refusal to provide certain personal data may deprive the User of access to certain Services.

7.2 DAUPHIN TELECOM only keeps the data for the time necessary for the operations for which they were collected and in compliance with the regulations in force. In this respect, the Clients' data are kept for the duration of the contractual relationship plus 3 years for animation and prospecting purposes, without prejudice to the conservation obligations or the prescription periods. Prospective customers' data are kept for a period of 3 years, they will be deleted if no participation or registration to DAUPHIN TELECOM events has taken place.

7.3 The processed data are destined to the authorized persons of DAUPHIN TELECOM, as well as to its service providers.

7.4 For all personal data communicated, the Customer has a right of direct access, rectification, deletion, restriction and opposition; the User can exercise these rights by simple request, accompanied by a piece of identification, to the following address Customer Service, Data Protection Officer, DAUPHIN TELECOM 12 Rue de la République, Marigot - 97150 ST MARTIN. By email to : contactDPO@dauphintelecom.com. In the event that the Customer wishes to exercise his right to data portability, he may do so by posting a request via the link provided on the [website www.dauphintelecom.com](http://www.dauphintelecom.com); all the information will then be communicated to him at the e-mail address he provided at the time of registration.

7.5 Specific rules for telephone canvassing

Any consumer can register free of charge on an opposition list called "Bloctel" in order to no longer be canvassed by telephone by a professional with whom he/she does not have a current contractual relationship. The consumer can register on the website www.bloctel.gouv.fr or by mail addressed to :

Société Opposetel, Service Bloctel, 6, rue Nicolas Siret - 10 000 Troyes

8. AFTER SALES SERVICE

8.1. Customer Service

The Customer may contact DAUPHIN TELECOM's Customer Service for any question or problem problem that he may encounter in the execution of the Contract:

- By phone : 0801 100 555
- By Internet : info@dauphintelecom.com
- By mail : DAUPHIN TELECOM - Customer Service - 12 Rue de la République, Marigot - 97150 ST MARTIN

8.2. Legal Guarantees

For all Equipment purchased by the Customer from DAUPHIN TELECOM, the latter benefits from the legal guarantee of conformity and the guarantee relative to the defects of the thing sold.

Damages of external origin or consecutive to a bad use of the Equipment by the Customer or to a non-conforming use, an intervention other than that of the persons authorized by the manufacturer, damages resulting from a shock, a bad use, an exposure to humidity (oxidation), are excluded from the guarantee.

When he acts in legal guarantee of conformity, the consumer :

-has a period of two years from the date of delivery of the goods to act;

-may choose between repair or replacement of the goods, subject to the cost conditions provided for in [Article L. 217-9](#) of the Consumer Code;

-is exempted from proving the existence of the lack of conformity of the goods during the twenty -four months following the delivery of the goods, except for second hand goods.

The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.

The consumer can decide to implement the guarantee against the hidden defects of the sold thing within the meaning of the [Article 1641](#) of the civil code. In this case, he can choose between the resolution of the sale or a reduction of the sale price in accordance with [Article 1644](#) of the Civil Code.

In case of implementation of one of these guarantees, the Customer will inform DAUPHIN TELECOM by registered letter with acknowledgement of receipt sent to the following address DAUPHIN TELECOM - Customer Service - 12 Rue de la République, Marigot - 97150 ST MARTIN

8.2.1 Warranty of conformity

The guarantee of conformity may be invoked by the Customer within 2 years of delivery of the Equipment under the conditions set out below.

Article L.217-4 of the French Consumer Code: "The seller delivers goods that conform to the contract and is responsible for any defects in conformity that exist at the time of delivery.

He is also liable for defects in conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility. "

Article L.217-5 of the French Consumer Code: "The goods conform to the contract:

1° If it is fit for the purpose usually expected of a similar good and, where appropriate :

- if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model ;

- if it has the qualities that a buyer can legitimately expect in view of the public statements made by the seller, by the producer or by his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is fit for any special purpose sought by the buyer, brought to the attention of the seller and accepted by the latter.
"

Article L.217-6 of the Consumer Code: "The seller is not bound by the public statements of the producer or his representative if it is established that he did not know them and was not legitimately in a position to know them. "

Article L.217-7 of the French Consumer Code: "Defects of conformity that appear within twenty-four months from the delivery of the goods are presumed to exist at the time of delivery, unless proven otherwise.

For goods sold second-hand, this period is set at six months.

The seller may rebut this presumption if it is not consistent with the nature of the goods or the lack of conformity claimed.

Article L.217-8 of the Consumer Code: "The buyer is entitled to demand that the goods conform to the contract. However, he cannot contest the conformity by invoking a defect that he knew or could not ignore when he contracted. The same applies when the defect has its origin in materials that he himself has supplied. "

Article L.217-9 of the Consumer Code: "In the event of a lack of conformity, the buyer chooses between repairing or replacing the goods.

However, the seller may not proceed according to the buyer's choice if this choice entails a cost that is clearly disproportionate to the other method, given the value of the goods or the importance of the defect. He is then obliged to proceed, unless this is impossible, according to the method not chosen by the buyer. "

Article L.217-10 of the French Consumer Code: "If the repair and replacement of the goods are impossible, the buyer may return the goods and have the price refunded or keep the goods and have part of the price returned.

The same option is open to him:

1° If the solution requested, proposed or agreed upon pursuant to Article L. 217-9 cannot be implemented within one month of the buyer's complaint;

2° Or if this solution cannot be implemented without major inconvenience for the buyer, given the nature of the goods and the use he is seeking.

The resolution of the sale can not be pronounced if the lack of conformity is minor. "

Article L.217-11 of the French Consumer Code: "The application of the provisions of Articles L. 217-9 and L. 217-10 shall take place at no cost to the buyer.

These same provisions do not prevent the awarding of damages. "

Article L.217-12 of the Consumer Code: "The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. "

Article L.217-13 of the Consumer Code: "The provisions of this section do not deprive the buyer of the right to exercise the action resulting from redhibitory defects as it results from articles 1641 to

1649 of the Civil Code or any other action of a contractual or extra-contractual nature that is recognized by law. «

Article L217-14 of the Consumer Code: "The recourse action may be exercised by the final seller against successive sellers or intermediaries and the producer of the tangible personal property, according to the principles of the Civil Code. «

8.2.2 Guarantee of the defects of the sold thing

The guarantee of the defects of the sold thing could be implemented by the Customer in the 2 years following the discovery of the defect under the following conditions.

Article 1641 of the Civil Code: "The seller is bound by the warranty for hidden defects of the thing sold that make it unfit for the purpose for which it was intended, or that so diminish this use that the buyer would not have acquired it, or would have given only a lesser price, if he had known them. "

Article 1642 of the Civil Code: "The seller is not bound by apparent defects of which the buyer could convince himself. "

Article 1643 of the Civil Code: "He is bound by hidden defects, even if he did not know about them, unless, in this case, he has stipulated that he will not be obliged to provide any guarantee. "

Article 1644 of the Civil Code: "In the case of articles 1641 and 1643, the buyer has the choice of returning the thing and having the price returned to him, or keeping the thing and having part of the price returned to him, as arbitrated by experts. "

Article 1645 of the Civil Code: "If the seller knew of the defects of the thing, he is bound, in addition to the restitution of the price he received, to pay all damages to the buyer. "

Article 1646 of the Civil Code: "If the seller was unaware of the defects of the thing, he shall only be bound to the restitution of the price, and to reimburse the purchaser for the expenses incurred by the sale. "

Article 1647 of the Civil Code: "If the thing which had defects has perished as a result of its bad quality, the loss is for the seller, who will be held towards the purchaser to the restitution of the price and the other compensations explained in the two preceding articles.

But the loss that has occurred by fortuitous event will be for the account of the buyer. "

8.3. Complaints

Any complaint must be addressed to the customer service of DAUPHIN TELECOM according to one of the methods specified in 19.1. The complaint is treated within one (1) calendar month from the date of its reception.

DAUPHIN TELECOM will try to settle amicably any dispute concerning the interpretation or the execution of the present contract.

8.4. Mediation

If the answer given by the Customer Service is not satisfactory, the CUSTOMER has the right to refer the matter to the Mediator of Electronic Communications by filling out the form available on

the mediator's website (<http://www.mediateur-telecom.fr>) or provided by the Customer Service upon request. This referral does not exclude the customer's right to bring his claim against DAUPHIN TELECOM before the competent French courts.