Property. People. Life.

## **GENERAL TERMS AND CONDITIONS FOR ONLINE SALES**

These general terms and conditions of sale are concluded between Master Lock Europe, a simplified limited company s, with headquarters located at 10, avenue de l'Arche, 92400 Courbevoie, registered at the Nanterre Trade and Companies Register under number 383 094 331 and any natural person defined as a consumer wishing to make a purchase via the masterlock.eu website (hereinafter referred to as the "**Website**").

You may contact Master Lock Europe by telephone on 00 33 1 41 43 72 00 or by email at safes@masterlock.eu.

Article 1 - General provisions relating to these general terms and conditions (hereinafter the "GTC")

## 1.1 Subject

These general terms and conditions of sale are applicable to the online sale of products presented by Master Lock Europe on the Website.

# 1.2 Field of application of the GTC

These GTC exclusively govern all orders by buyers considered as consumers.

These GTC are exclusively applicable to products delivered to consumers in mainland France, Belgium, the Netherlands, Italy, Spain, the United Kingdom, Ireland, Germany, Austria and Portugal.

## 1.3 Availability and opposability of the GTC

The GTC are available from the Website where they can be directly viewed by consumers.

Should the need arise, the GTC shall be relied upon against the consumer who, by ticking a box provided for this purpose, declares having read and accepted these GTC before ordering. The validation of the order by its confirmation entails the buyer agrees to the GTC prevailing on the day of the order.

## 1.4 Modification of the GTC

Master Lock Europe reserves the right to modify its GTC at any time by publishing a new version on the Website. If the GTC are modified, the applicable GTC are those in force on the date the order is validated.

# Article 2 – Ordering goods and steps for a valid online sale

## 2.1 Steps to conclude the contract

To place an order, the buyer must follow the following steps:

- 1. Type the Website address;
- Choose the country of delivery of the products, which must be the same as the billing country;
- 3. Attach the Identity Verification Document duly completed and legalised;



Property. People. Life.

- 4. Fill out the order form indicating the product references and required quantities. In the event of prolonged inactivity during the connection, the goods selected by the buyer may no longer be available. The consumer is then invited to select the products again from the beginning.
- 5. Provide information on billing, delivery and payment method;
- 6. Check the elements of the order and, if necessary, identify and correct any errors or possibly amend the order:
- 7. Declare having read and accepted the general terms and conditions of sale by clicking on the "[●]" button;
- 8. Confirm the order by clicking on the "Send Order" button;
- 9. Follow instructions provided by the online payment server to pay for the purchases.

Once the order and payment have been made, the buyer shall receive, as soon as possible, a receipt for the order at the email address provided. This acknowledgment of receipt does not mean the consumer order has been accepted but only confirms the receipt of the order.

Once the order has been processed, Master Lock Europe sends the buyer an email indicating that the order has been accepted including the main characteristics of the product ordered and the amount invoiced. The invoice for the order is transmitted electronically in the body of this email. As soon as Master Lock Europe has sent and the consumer received the email accepting the order, a contract between Master Lock Europe and the consumer is established (to which these general terms and conditions of sale apply).

# 2.2 Unavailability of the product

If the product is unavailable after the order has been confirmed by Master Lock Europe, the buyer shall be informed by Master Lock Europe by email of the cancellation of the order. Master Lock Europe shall refund the amounts paid by the buyer within 30 days of payment.

## 2.3 Confirmation of the order

Any unusual order or any order placed in bad faith, any fraud or attempted fraud or any payment incident may result in the order being rejected.

#### Article 3 - Price

## 3.1 Selling price

The selling price of each product is indicated in Euros, all taxes and shipping included.

The total amount owed by the consumer is indicated on the order summary. In addition, once the order has been placed, the prices and fees are confirmed in the confirmation email sent to the consumer.

The product selling price is the price as specified on the Website as at the date of order.

## 3.2 Modification of the selling price

Master Lock Europe reserves the right to modify its prices at any time, while guaranteeing the price applicable on the day of the order.



Property. People. Life.

## Article 4 - Payment

# 4.1 Payment date

The buyer must pay for the products before we dispatch them. Orders are paid for online by credit or debit card (Visa, Master Card). The buyer's credit card is debited when the order is validated.

## 4.2 Securing payment

Payments made by credit card are made through the secure Braintree system to scramble and encrypt all sensitive data related to payment methods.

# 4.3 Non-payment

If the card cannot be debited, the online sale would be immediately and automatically terminated by right and the order cancelled.

## Article 5 - Delivery

## 5.1 Shipping method

The order is shipped by carriers selected by Master Lock Europe and specialised in the shipping of batches, messages and single packages.

# 5.2 Delivery location

When placing the order, the buyer chooses the address to which he/she wants the goods delivered. Delivery is made to the address specified by the buyer when ordering.

Master Lock Europe cannot be held liable for the non-delivery by proving that this non-execution or incorrect execution is attributable either to the buyer, or to the unforeseeable and unavoidable act of a third party to the contract, or to a case of force majeure.

## 5.3 Delivery times

The delivery times indicated in the order summary equate to the processing times, from placing the order to the delivery of the goods. Our delivery times are estimated in working days.

## 5.4 Late delivery

If the product ordered is not delivered on the date stated or by the end of the period stated in the order summary, Master Lock Europe will attempt to fulfil their delivery obligation within a reasonable additional period of time.

Should the buyer wish to cancel their contract due to late delivery of the product, they may do so following the right to withdrawal process detailed at clause 6 below.

Master Lock Europe shall reimburse the consumer in full no later than fourteen days after the date at which the contract is terminated.



Property. People. Life.

## 5.5 Terms of delivery

The buyer is required to check the condition of the packaging as well as the items upon delivery. The buyer must state any reservations and make the claims deemed necessary, or even refuse the package, when the latter is obviously damaged on delivery. Such reservations and claims must be sent to the courier by way of a registered letter with acknowledgment of receipt within three working days, excluding holidays, following the date of delivery of the goods. The buyer must send a copy of this letter to Master Lock Europe.

The buyer must ensure that the goods delivered match the order. If the goods are non-compliant, whether in kind or quality, to the characteristics stated in the delivery note, the buyer must inform Master Lock Europe by email and return the goods to the following address: Master Lock Europe, S.A.S. - 10 Avenue de l'Arche - « Le Colisée Gardens », bâtiment A - 92400 Courbevoie - La Défense - France.

## Article 6 - Right of withdrawal

## 6.1 Conditions and procedure for exercising the right of withdrawal

The buyer has a right of withdrawal that can be exercised within fourteen calendar days from the date of receipt of the order, without having to give a reason or to pay penalties except for the costs of returning the goods. If this period expires on a Saturday, a Sunday or a Bank holiday, it is extended until the next working day.

To exercise the right of withdrawal, the buyer must provide Master Lock Europe with the following information:

- 1. Name, address and, where available, telephone number, fax number and email address;
- 2. His/her decision to withdraw from the contract by a clearly worded statement (for example, a letter sent by post, fax or email). The buyer may use the example withdrawal form attached as Annex 1.

The request must be sent by email to safes@masterlock.eu or by post to the following address: Master Lock Europe SAS - 10 Avenue de l'Arche - « Le Colisée Gardens », bâtiment A - 92400 Courbevoie - La Défense - France.

The right to withdrawal as detailed in this clause 6.1 does not apply and may not be exercised in relation to orders made for 5 digit factory codes (which are personalised and unique to each lock/safe).

#### 6.2 Effects of withdrawal

In case of withdrawal by the buyer, the goods must be returned no later than fourteen days after Master Lock Europe has been informed for the buyer's decision to retract from the contract, in their original packaging, complete and unused to the address below:

Master Lock Europe, S.A.S. 10 Avenue de l'Arche - « Le Colisée Gardens », bâtiment A 92400 Courbevoie - La Défense France

In the event the buyer withdraws from the contract, the full amount paid shall be refunded, including delivery costs (with the exception of additional expenses resulting from the fact that the buyer chose a more expensive delivery than the standard delivery method offered by Master Lock Europe) no later than fourteen days from the day Master Lock Europe has been informed of the withdrawal decision. The buyer shall however bear the



Property. People. Life.

return costs. Master Lock Europe shall refund the full amount using the same method of payment used for the original transaction.

## Article 7 - Warranty

#### 7.1 Consumer information

Master Lock Europe undertakes to repair or replace the product if a defect appears within two years from the date of acceptance of the order by Master Lock Europe.

#### 7.2 Claims

All claims and requests for exchange or refund must be made by post to the following address: Master Lock Europe, S.A.S. - 10 Avenue de l'Arche - « Le Colisée Gardens », bâtiment A - 92400 Courbevoie - La Défense - France.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

(b)In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

Products covered by the warranties must be returned, new, complete and in their original packaging to Master Lock Europe. They will be taken back, exchanged or refunded. The return postage cost shall be refunded no later than thirty days after the item has been received by Master Lock Europe.

### Article 8 - Intellectual property

All texts, photographs, videos, illustrations and images displayed on the Website are protected by copyright, trademark law, patent law and image rights. They are the exclusive property of Master Lock Europe or other group companies.

Any reproduction, whole or in part, or dissemination of these elements is prohibited.

# Article 9 - Claims and amicable settlement of disputes

Master Lock Europe will aim to respond to complaints from buyers made to customer services at: <a href="mailto:safes@masterlock.eu">safes@masterlock.eu</a>

as quickly as possible and will use best efforts to find a satisfactory solution to these complaints. However, in case of failure of a claim made to customer services or if Master Lock Europe fails to respond within two months, the buyer may submit the dispute with Master Lock Europe to the European Commission's online dispute resolution platform provided here

[https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage].



Property. People. Life.

## Article 10 - General Provisions

The renunciation by Master Lock Europe to the application of one or more provision of these GTC shall not be construed as a waiver to any other provision stated in the General Terms and Conditions.

Should one of the provisions of these General Terms and Conditions be held invalid, all other provisions hereof shall remain in full force between the Parties.

# Article 11 - Applicable law

These GTC are subject to English law.



Property. People. Life.

# Annex 1 - Example withdrawal form

The request must be sent by email to safes@masterlock.eu or by post to the following address: Master Lock Europe SAS - 10 Avenue de l'Arche - « Le Colisée Gardens », bâtiment A - 92400 Courbevoie - La Défense - France.

l/we (\*) hereby notify you (\*) of my/our (\*) withdrawal of the contract for the sale of the goods (\*)/for the provision of services (\*) below:

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if a paper copy of this form is used):

Date:

(\*) Delete as appropriate.