



Terms and Conditions of Sale TEQOYA Applicable to TEQOYA product purchases as of March 12th, 2024

Only the French original of these General Terms and Conditions of Teqoya SAS is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions, you automatically accept the French original. The English version of the GTC below has been translated by an on-line machine translation powered by DeepL Translation. The French version is available upon request. You can also download it on https://www.teqoya.fr/config/links/fr/Conditions_Generales_des_Ventes_fr.pdf.

1. Company identity

TEQOYA is a simplified joint stock company with a capital of 82.750€, registered with the RCS of Bordeaux under number 808 694 772 Intracommunity VAT number FR 62 808 694 772

Head office : Teqoya 7 route de Préchac - 33730 Villandraut, France,

Mailing address : Teqoya - 19 rue Chapon - 75003 Paris, France

E-mails : contact@teqoya.com / Tel : +33 (0)1 43 70 52 93 Site : <https://www.teqoya.fr/>

2. Definitions

GTC	means these general terms and conditions of sale governing the sale of TEQOYA Products. In the event of any discrepancy between the French version of these T&Cs and any other language version, the original French text shall prevail.
Customer (or Buyer)	means any end user customer placing an Order for Products
Order(s)	means any Product order placed by a Customer
Teqoya Products	refers to the products TEQOYA 200, TEQOYA 450, and TEQOYA NOMAD
Third Party Products	means products manufactured by third parties and sold by Teqoya
Products	means both Teqoya Products and Third Party Products
AFTER-SALES SERVICE	refers to TEQOYA's after-sales service. contact@teqoya.com /Tél : +33 (0)1 43 70 52 93
TEQOYA website	means the TEQOYA website www.teqoya.fr



3. Object

These general terms and conditions of sale (GTC) apply to any purchase by a Customer of Products.

Any Product Order implies full acceptance of these GTC by the Buyer, who declares that he/she has read them and fully agrees to them, before placing his/her Order.

TEQOYA reserves the right to modify these T&Cs at any time.

4. Formation of the Contract and Orders

4.1 Price

The "list price" of the Product(s) available on the TEQOYA Web Site, indicated in euros including VAT, are the prices in effect at the time of registration of the Buyer's Order.

Depending on the destination, prices may or may not include delivery charges, which may be invoiced in addition and whose amount depends on the destination of the Order. The amount of the delivery charges are indicated before the registration of the Buyer's Order.

Value Added Tax ("VAT") is charged in accordance with the local legislation in force in each country. The final price includes the VAT rate corresponding to the country of destination of the Order.

Any change in the applicable rate shall be automatically applied by TEQOYA to the Order.

Product prices are subject to change by TEQOYA at any time. Buyer shall be informed of any such changes prior to confirmation of its Order.

The invoice for the Products is attached to the Order confirmation e-mail, which the Buyer accepts. A paper invoice can be sent upon request of the Customer.

4.2 Product Selection - Advance Information

Before placing an Order, the Buyer is required to read the specifications and instructions for use of the Product(s) he/she wishes to order :

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_ALANA.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_S1.pdf

This information is available on the TEQOYA website or can be requested at any time from contact@teqoya.com / Tel: +33 (0)1 43 70 52 93

The TEQOYA team is also available to provide any additional information that the Buyer may deem



necessary (contact@teqoya.com / Tel: +33 (0)1 43 70 52 93) prior to placing an Order.

In addition, the Buyer, being the only one to know the household products he owns and uses as well as the characteristics of the places in which he wishes to install the Products, is the sole judge of the compatibility of the Products ordered with those he uses and the places in which he installs them. It is up to the Buyer, if he/she considers that he/she does not have the necessary competence to make such a judgement, to ask for help from contact@teqoya.com / Tel: +33 (0)1 43 70 52 93 before placing his/her Order.

The Buyer, having familiarized himself/herself with the Products, their characteristics and their instructions for use, and having obtained any additional information he/she deems necessary from TEQOYA's teams, has, under his/her sole responsibility and according to his/her needs, decided to choose the Product(s) that are the subject of his/her Order.

4.3 Ordering

Any Order implies full and complete acceptance, without restriction or reservation, of these GTC.

Buyer represents and warrants:

- to be an end user and not to purchase the Product(s) for resale;
- be legally authorized to enter into these T&Cs;
- if Buyer orders on behalf of a company, be authorized to enter into commercial contracts on behalf of that company;

Buyer warrants that the information provided to TEQOYA in connection with its Order is true, accurate and complete.

From the moment the Buyer has registered his or her Order by clicking on the "Confirm your order" icon, he or she is considered to have made an informed decision and to have accepted without reservation these GTC, the prices, volumes and quantities of Products available for sale and ordered; the Order becomes firm and irrevocable.

Unless the Order is cancelled by TEQOYA in accordance with Section 4.4, Buyer shall receive an Order confirmation by e-mail from TEQOYA.

Buyer's Order shall be confirmed by TEQOYA by e-mail after confirmation of the registration of payment of the full amount of the Order.

The sale shall not be deemed final until Buyer receives confirmation of the Order from TEQOYA,

TEQOYA recommends that Buyer keep a copy of this information on a paper or electronic document.

Special case: If Buyer is a company, the person acting on behalf of the company declares that the VAT registration number, as well as any other information provided by him/her, is true, accurate and up-to-date. He/she shall immediately inform TEQOYA of any changes to such information. TEQOYA reserves the right to charge Buyer any applicable unbilled VAT if the VAT identification number provided



is found to be invalid, inconsistent with the company's details, or if the tax authorities deem that such number is not linked to the account holder. Once the Order has been placed, a VAT invoice will be sent to the email address provided at the time of the Order. This invoice shall be used for all VAT refund and reporting purposes. TEQOYA's VAT registration number is included in the invoice.

Order Cancellation by TEQOYA

TEQOYA reserves the right to cancel an Order and refund any monies paid in the following cases

- the Customer does not meet the conditions required for the sale;
- TEQOYA is not able to obtain authorization for payment;
- Customer requests shipment to a country to which TEQOYA is unable to deliver;
- Products displayed on the TEQOYA Site contain an obvious error, such as an incorrect price or other inaccurate description;
- any other special circumstances justifying cancellation of the Order, including misuse of a discount code and/or suspected fraud

In addition, TEQOYA reserves the right to suspend or cancel any Order and/or delivery, regardless of its nature or status, in the event of non-payment of any amount due by Buyer or irregularity in payment.

5. Payment

Payment must be made at the time of placing the Order by the Buyer.

When the Buyer clicks on "Confirm your order", the Order becomes firm, definitive and irrevocable. This means that the Customer must pay the purchase price.

The Buyer may pay for his Order via the online credit card payment system, by Paypal, by direct transfer or by the online 3 times payment system (the 3 payments being irrevocably recorded at the defined dates).

At no time shall any amount paid be considered as a deposit or advance payment. TEQOYA shall collect the full amount of the Order at the time of confirmation of the Order.

Buyer warrants to TEQOYA that it has the necessary authorizations for payment of its Order.

Penalties equal to the legal interest rate shall automatically apply to any amount remaining unpaid ten days after the invoice due date or upon notification of rejection of bank payment for any other means of payment. Delivery of the Order and any other new Order shall be suspended in the event of late payment of a previous Order.

As part of the fight against Internet fraud, your Order information may be transferred to third parties for verification.

6. Product Loans

Some of our offers include the loan of Products (e.g. Kaiterra Sensor) for a period defined at the time of the Order. The Customer is then asked to provide a bank imprint when placing the Order as a pre-



authorization.

At the end of the loan period, the After-Sales Service will send the Customer a return form valid for 7 days, with which the Customer must return the loaned Products in good condition, in their original packaging, complete and accompanied by all their accessories.

In the absence of return in these conditions, the loaned Products will be invoiced to the Customer and the bank pre-authorization will be debited.

7. Delivery and reception

7.1 General rules

The Products are delivered to the address indicated by the Purchaser at the time of the Order. The destination countries served by TEQOYA are listed at the time of placing the Order.

In order to ensure quality service, TEQOYA selects an appropriate delivery service based on the delivery address indicated by the Customer. For deliveries in France, TEQOYA uses the Colissimo Suivi service of La Poste or any other delivery service it may substitute.

7.2 Receipt of Orders

The Buyer or the person for whom the goods are intended will have to sign an acknowledgement of receipt.

The Buyer, or the person for whom the goods are intended, is required to verify, at the time of delivery, in the presence of the letter carrier or the deliveryman, the condition of the packaging and its contents.

In case of doubt about the condition or content of his package, he is required to :

- to follow the carrier's procedures (in particular, to report any damage, claims and reservations) and to refuse to accept the goods by making a statement to the deliverer that the products are not in good condition.
- to inform by registered letter with acknowledgement of receipt, by simple letter hidden of the post office making proof or by email contact@teqoya.com of the irregularities in the seven days following the delivery.

Otherwise, no claim may be made against TEQOYA.

7.3 Delivery times

Delivery times from TEQOYA's warehouse are purely indicative and are from the date of registration of the Order and, in any event, subject to TEQOYA's receipt of the full amount of the purchase.

Indicative deadlines:

- 2-5 working days: Metropolitan France
- 5 to 10 working days: for international destinations

In any event, no damages may be claimed, no sums may be withheld and no Orders may be cancelled in the event of a delay in delivery of less than 30 days.



In the event of a delay in the original delivery date, Buyer shall notify TEQOYA in writing (letter or e-mail contact@teqoya.com) to enable TEQOYA to improve the quality of its service and to conduct an investigation with the carrier.

Any investigation of the carrier may take up to 30 business days. If, during this period, the Products are found, they will be immediately transferred to the delivery location indicated on the order form.

However, if the ordered Products are not found after this 30-day investigation, TEQOYA shall, at its expense, return the ordered Products to Buyer.

In the event that the Product is no longer available, the Buyer will have the option to:

- or to cancel the Order; the amount paid by the Buyer will then be refunded to him/her within a maximum of 30 days, any other compensation being excluded.
- or to transfer its choice to another equivalent Product in accordance with the provisions of Article 8.

8. Right of withdrawal and returns

8.1 Right of withdrawal

In accordance with Article L221-18 of the Consumer Code, the Buyer has the right to withdraw from his order without giving any reason within fourteen days.

The withdrawal period expires fourteen days after the day on which the Buyer, or a third party other than the carrier and designated by the Buyer, takes physical possession of the goods.

As part of its "Satisfied or refunded 30 days" policy, this period is extended to 30 days.

To exercise the right of withdrawal, the Buyer must notify by registered letter with acknowledgment of receipt to TEQOYA 19 rue Chapon 75003 Paris or by email contact@teqoya.com (Tel: +33 (0)1 43 70 52 93) of its decision to withdraw from its order by means of an unambiguous statement (e.g. letter sent by post or e-mail). The Buyer may use the model withdrawal form provided in the appendix but this is not mandatory.

In order for the withdrawal period to be observed, it is sufficient for the Buyer to transmit his communication concerning the exercise of the right of withdrawal before the expiration of the withdrawal period.

The Customer shall return the goods in perfect working order, in their original condition (accessories, instructions, etc.), duly sealed to the following address TEQOYA 7 route de Préchac 33730 Villandraut without undue delay and in any event no later than fourteen days after the Customer has notified TEQOYA of its decision to withdraw from the order. This period shall be deemed to have been observed if the Buyer returns the goods before the expiry of the fourteen-day period.

The return is at the expense and risk of the Buyer. TEQOYA recommends that the Buyer keeps a receipt for the shipment in case of problems.



8.2 Effects of withdrawal

In the event of withdrawal by the Buyer, TEQOYA shall refund all payments received by the Buyer, including first delivery charges (except for additional charges arising from the fact that the Buyer has chosen, where applicable, a delivery method other than the less expensive standard delivery method offered by Teqoya) without undue delay and in any event no later than fourteen days from the day on which TEQOYA is informed of the decision to withdraw from the order.

TEQOYA shall issue a refund using the same payment method as the one used by Buyer for the original transaction, unless Buyer expressly agrees to a different method, and in any event, such refund shall be at no cost to Buyer.

TEQOYA may defer refund until it has received the goods or until Buyer has provided proof of shipment of the goods, whichever is earlier.

The consumer's liability can only be engaged in the event of depreciation of the goods resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of these goods.

Any incomplete or damaged Product may be subject to a partial refund.

9. Unavailability of the product

In the event of unavailability of the Product ordered, TEQOYA shall notify Buyer as soon as possible.

In the event that TEQOYA is unable to provide a Product of equivalent quality and price, Buyer shall be refunded within a maximum of thirty days of receipt of payment for the Order.

10. Reservation of ownership

TEQOYA retains full ownership of the Products sold until full payment, including principal, fees and taxes, has been received.

11. After sales service / Warranties

11.1 After-sales service (SAV)

TEQOYA's Customer Service Department is available for any questions regarding your Products and Orders

- at +33 (0)1.43.70.52.93 from Monday to Friday from 9am to 6pm or
- by email contact@teqoya.com, or
- by mail : Teqoya - SAV - 19 rue Chapon 75003 Paris

11.2 Legal guarantees

Any defects in the conformity of the Products are guaranteed by TEQOYA under the conditions (i) of



Article L. 217-4 et seq. of the French Consumer Code and (ii) of hidden defects in the goods sold under the conditions provided for in Articles 1641 et seq.

- (i) In the context of the implementation of the legal guarantee of conformity, the Customer :
- has a period of two years from the delivery of the Product to act;
 - may choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;
 - shall not be required to prove the existence of the lack of conformity of the Product during the six months following delivery of the Product; TEQOYA may rebut this presumption if it is inconsistent with the nature of the Product or the lack of conformity.

This legal warranty of conformity applies independently of the commercial warranty that may be granted by TEQOYA.

In the event of a warranty claim, TEQOYA shall bear the cost of returning the Product. The Products are returned to TEQOYA under the responsibility of the Customer who shall ensure that they are properly packaged.

If the Product cannot be repaired, TEQOYA will offer a replacement Product to Customer. Delivery of the repaired or replaced Product shall be made by TEQOYA under its responsibility.

(Nb: given the disproportionate costs involved, Third Party Products are not repaired but replaced).

Mandatory reproduction of articles L.217-4, L.217-5, L.217-12, L.217-16 of the Consumer Code

Article L.217-4

The seller delivers a good in conformity with the contract and is responsible for the defects of conformity existing at the time of the delivery.

He shall also be liable for any lack of 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

The good is in conformity with the contract:

(1) Whether it is fit for the purpose ordinarily expected of similar property and, if so :

- *if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;*
- *if it has the qualities that a purchaser may legitimately expect, having regard to the public*



statements made by the seller, the producer or his representative, particularly in advertising or labelling;

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

Article L.217-12

The action resulting from the defect of conformity is prescribed by two years as from the delivery of the good.

Article L.217-16

When the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of a movable good, for a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the duration of the warranty that remained to run.

This period starts from the date of the buyer's request for intervention or from the time the goods are made available for repair, if this is later than the request for intervention.

(ii) The Customer may also invoke the warranty against hidden defects of the thing sold in accordance with Article 1641 of the Civil Code. He can then choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Mandatory reproduction of articles 1641 and 1648 first paragraph of the Civil Code

Article 1641

The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it was intended, or which so diminish that use that the buyer would not have acquired it, or would have given only a lesser price, if he had known of them.

Article 1648 1st paragraph

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

11.3 Commercial Warranty:

11.3.1 The commercial warranty offered by Teqoya covers the repair or replacement of your TEQOYA Product if it proves to be defective in material or workmanship during :

- TEN (10) years for TEQOYA 200 and TEQOYA 450 products



- FIVE (5) years for the TEQOYA NOMAD product.

The warranty period is not extended in the event of repair or replacement of the TEQOYA Product.

11.3.2 Third Party Products are sold under the terms of the manufacturer's commercial warranty, if any.

11.3.3 Independently of the commercial warranty, Teqoya remains bound by the legal warranty of conformity mentioned in articles L. 217-4 to L. 217-12 and the warranty relating to defects in the thing sold, under the conditions provided for in articles 1641 to 1648 and 2232 of the civil code.

11.4 Implementation of guarantees

11.4.1 Product(s) not conforming to the Order (reference, color) or damaged during transport :

The Buyer shall send his complaint within 7 days from the signature of the acknowledgement of receipt of the Products according to the procedure below.

11.4.2 Failure / Malfunction :

In the event that a manufacturing defect renders the Product unusable during the warranty period, Customer shall contact TEQOYA's Customer Service Department in accordance with the procedure below.

11.4.3 Procedure:

Claims should be sent to:

- by registered letter to the following address Teqoya - SAV - 19 rue Chapon 75003 Paris, or
- by email contact@teqoya.com, or
- by phone at +33 (0)1 43 70 52 93 with confirmation by email contact@teqoya.com.

They must include:

- the contact details of the Buyer;
- Product references;
- the reasons for the claim.

AFTER-SALES SERVICE will study the complaint and, if it is justified, will validate to the Customer by email that the claim has been handled by the AFTER-SALES SERVICE and will communicate to him the shipping address for the return of the Product to TEQOYA.

Any Product to be repaired, exchanged or refunded must be returned to TEQOYA in its original condition, be whole and accompanied by all accessories. Failing this, TEQOYA will not issue any repair, exchange or refund for the Products ordered. The cost of returning the Products shall be borne by TEQOYA.



Excepted of cases of implementation of the legal guarantee in accordance with article 11.2 of the GCS above, the shipping cost for the return of the Product to TEQOYA is the responsibility and risk of the Customer.

Upon receipt and provided that the defect is in fact proven, TEQOYA shall send to Customer, at Customer's expense, a Product in good working condition, which may be a replacement Product. In the event that the Product is out of stock or impossible to repair, Customer will be offered a replacement Product or a refund of the original Product.

If the above procedure is not followed and the specified deadlines are not met, no claim may be made against TEQOYA.

11.4.4 Coverage:

The warranty is limited to the Products and covers functionality for normal intended use as specified in the User Guide.

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_ALANA.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_S1.pdf

It does not cover :

- failures and damages resulting from any abnormal, incorrect, non-compliant or unreasonable use of the Products;
- damages specifically mentioned in the Product documentation ;
- failures and damage caused by external sources, including accidental damage, excess moisture, transportation, lightning, excess electrical power, power surges.
- failures and their consequences resulting from the action of the Buyer, a repairer not authorized by TEQOYA, or unauthorized modification, alteration or modification of the Product beyond the control of TEQOYA.

The warranty is also excluded if the label bearing the serial number of the Product has been removed or erased.

11.5 Availability of spare parts :

In accordance with Article L 111-4 of the French Consumer Code, TEQOYA states that the availability of spare parts for TEQOYA Products is 3 years (the device will either be repaired or replaced by an equivalent model if the spare parts are no longer available).



12. Responsibility

The Products offered by TEQOYA comply with current French legislation.

TEQOYA shall not be held liable for failure to fulfill the Order in the event of stock shortage or unavailability of the Product, in the event of force majeure, disruption or total or partial strike, in particular of the postal services and means of transport and/or communication.

TEQOYA shall not be liable for any direct or indirect damages arising out of improper use of the Products or the risks described in the instructions for use.

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_200_450.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_NOMAD.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_ALANA.pdf

https://www.teqoya.fr/config/links/NOTICE_TEQOYA_S1.pdf

13. Medical liability

The information available on the TEQOYA Site, the health-related services offered, and any comments relating to health issues should not be construed as medical opinions. It is the user's responsibility to determine, if necessary, in consultation with a physician, which products and services may be used.

14. Partial invalidity

If any provision of these Terms and Conditions is held to be invalid or declared as such by any law, regulation or final decision of a competent court, the remaining provisions shall remain in full force and effect.

15. Non-waiver

Failure by TEQOYA to exercise in whole or in part any of its rights under these T&Cs shall not constitute a waiver of such right for the future or of any other right under these T&Cs.

16. Applicable law / Mediation

The sale of Products by TEQOYA is subject to French distance selling laws currently in force in France. In the event of a purchase for export, it is the responsibility of the Buyer to verify that the Products comply with the rules in force in the country in question, in terms of taxes, standards or specific prohibitions.

For any dispute relating to an online sale subject to the rules of distance selling in France:



In accordance with articles L. 612-1 to L. 612-5 of the French Consumer Code, any consumer has the right to have recourse free of charge to a consumer mediator for the amicable resolution of a dispute between him and a professional.

In accordance with the provisions of Article L 612-1 of the Consumer Code, the Buyer must first submit any complaint to the After Sales Service according to the procedure described in Article 11 of these GTC.

If a claim has not been resolved by the after-sales service, and in accordance with Article L 612-1 of the Consumer Code, the Buyer may then resort free of charge to the mediation service of the CENTRE DE LA MEDIATION DE LA CONSOMMATION DES CONCILIEURS DE JUSTICE (CM2C) :

- via the form available on the CM2C website at <https://www.cm2c.net/declarer-un-litige.php>
- by e-mail to cm2c@cm2c.net
- by mail to CM2C - Consumer Mediation Service 14 rue Saint Jean 75017 Paris

In accordance with Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, you will find below the electronic link to the Online Dispute Resolution (ODR) platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR#>

In the case of a purchase by a company, any dispute relating to the interpretation or application of these GTCs shall be brought before the Commercial Courts of Paris.

17. Data protection

The collection and processing of Personal Data, carried out when a Customer places an Order, is carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation" or GDPR).

The information collected by TEQOYA at of any order placed by the Buyer is necessary for the management of the Order by TEQOYA and its commercial partners. The file containing the recorded information has been submitted to the CNIL (declaration n° 1312101). In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, the Buyer is entitled to access, request rectification of, object to and request deletion of the data concerning him/her held by TEQOYA.

For more information, please see our Privacy Policy. <https://www.teqoya.com/privacy-policy/>

Through TEQOYA, Buyer may receive commercial offers from other organizations or companies, or be kept informed of offers from TEQOYA. If Buyer does not wish to receive such offers, Buyer may notify TEQOYA by simple e-mail.



Appendix: Sample Withdrawal Form

(Please complete and return this form only if you wish to withdraw from your order)

Registered letter with acknowledgment of receipt to the attention of : TEQOYA - SAV - 19 rue Chapon 75003

Paris OR by email contact@teqoya.com

I hereby notify you of my withdrawal from my order for the sale of the following goods: Order No. :

Ordered on :

Name of consumer(s):

Consumer(s) Address:

Product(s) :

Date received:

Delivery address:

Signature of consumer(s) (only if notifying this form on paper) : Date:



General Conditions of Sale applicable
to the subscription and use of the AirObserver application
from 03/12/2024

- Only the French original of these General Conditions of Sale is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Conditions of Sale, you automatically accept the French original. The English version of the GTS below has been translated by an on-line machine translation powered by Google Translation. The French version is available upon request. You can also download it on https://www.teqoya.fr/config/links/fr/Conditions_Generales_des_Ventes_fr.pdf

1. Company identity

TEQOYA is a Simplified Joint Stock Company with capital of €82,750 registered with the Bordeaux RCS under number 808 694 772
Head office: Teqoya 7 route de Préchac – 33730 Villandraut, France,
Correspondence: Teqoya – 19 rue Chapon – 75003 Paris, France
Emails : contact@teqoya.com / Tel: +33 (0)1 43 70 52 93
Website: <https://www.teqoya.fr/>



2. Definitions

AirObserver	designates the AirObserver web application published by TEQOYA
S1 sensor	designates the "S1" air quality measuring device designed by TEQOYA
General Conditions of Sale (or General Conditions of Sale)	designates these general conditions of sale governing the Subscription and use of the AirObserver application and associated Services. In the event of a possible discrepancy between the French version of these General Terms and Conditions and another linguistic version, only the original French text is authentic.
Customer (or Subscriber or User)	refers to any subscribing customer and user of the AirObserver application
Account	designates the Customer's Account
E500 connected purifier	designates the "E500 connected" air purifier designed by TEQOYA
AirObserver Customer Service	designates TEQOYA customer service: contact@teqoya.com /Tel: +33 (0)1 43 70 52 93 AirObserver customer service – 19 rue Chapon 75003 Paris
Services	designates the services provided by the AirObserver application , namely: <ul style="list-style-type: none"> - the processing of indoor air quality measurements collected by the S1 Sensor (restitution of qualified measurements, daily and monthly history) - Control / programming of the connected E500 Purifier
Subscription (or Subscription)	designates the subscription to the AirObserver subscription made by a Customer in accordance with article 4.
TEQOYA website	designates the TEQOYA website www.teqoya.fr



3. Object

These general conditions of sale (CGV) apply to the Subscription and use of AirObserver and the associated Services .

Any Subscription and use of AirObserver and the associated Services constitute full and complete acceptance, without restriction or reservation, of these General Terms and Conditions by the Customer, who declares having read them and fully adhered to them, before Subscription.

TEQOYA reserves the right to modify these General Terms and Conditions at any time.

4. Conditions of access to AirObserver Services

Important: The AirObserver application works exclusively with TEQOYA products.

So :

- the Air Quality Measurement Processing Service works exclusively with the S1 Sensor;
- the Control/Programming Service works exclusively with the connected E500 purifier.

Access to AirObserver and use of the Services is possible from a personal computer (PC or Mac) or compatible portable device connected to the internet.

Use of the Services requires a connection to high-speed internet and mobile internet where applicable for compatible portable devices.

A mobile Internet connection using the fourth or fifth generation (4G or 5G) mobile phone technology standard is highly recommended.

NB: It is specified that these connections are not supported by TEQOYA, it is therefore up to the Customer to first subscribe to a High Speed Internet and/or mobile Internet offer to be able to use the AirObserver Services .

5. Availability and modification of the Services

The Services are accessible twenty-four hours a day, seven days a week, within the limits of the aforementioned conditions of use and the stipulations of these General Terms and Conditions.

TEQOYA reserves the right to make any modifications and improvements of its choosing to the Services. TEQOYA undertakes to ensure that this does not result in any alteration of quality or substantial modification of the functionalities of the Services.

Furthermore, TEQOYA reserves the right to temporarily suspend access to the Services which may be necessary to carry out maintenance operations.

Temporary interruptions of the Services will, as far as possible, be notified on the AirObserver application or the TEQOYA Site at least 24 (twenty-four) hours before they occur, except when these interruptions are of an emergency nature. .



TEQOYA also reserves the right, without compensation, to permanently terminate all or part of the Services. Any permanent closure of the Services will be notified on the AirObserver application or the TEQOYA Site at least 1 (one) month before it occurs. The Client will no longer be liable for any payment from the date the Services are stopped.

6. Subscription

Use of the AirObserver application is subject to Subscription to a non-exclusive, non-transferable and revocable license. This license is granted to Customer for personal, non-commercial purposes.

6.1 No right of withdrawal – duration – renewal – termination of Services

6.1.1 No right of withdrawal

In accordance with the provisions of article L. 121-21-8 of the Consumer Code, the Customer expressly acknowledges and accepts (i) that the provision of the Services begins immediately after validation of his Subscription, i.e. before the end of the period of fourteen clear days provided for by the Consumer Code and (ii) acknowledges and therefore accepts **not to benefit from the right of withdrawal linked to online or distance selling. Consequently, no request for withdrawal, cancellation or refund will be admissible for the subscribed period.**

6.1.2 Subscription duration

TEQOYA offers a monthly subscription (or any other duration depending on the offers offered on the TEQOYA Site or the AirObserver application) starting to run from the Subscription date.

6.1.3 Renewal

Unless terminated by the Customer under the conditions of article 6.1.4 or unless a particular duration of a trial or discovery offer referred to in article 6.1.5, the AirObserver subscription is tacitly renewed for a period identical to that initially subscribed. Thus, if the Customer subscribes to the monthly subscription, it will be automatically renewed for a further period of one month.

6.1.4 To cancel your subscription

The Customer must notify his termination by email addressed to contact@teqoya.com. Termination will be taken into account at the end of the current subscription period provided that notification has been sent at least 7 days before its end, or until the end date and time as indicated for a trial or discovery offer.

6.1.5 Special case of trial or discovery offers

AirObserver trial or discovery offers of varying duration may be offered on the TEQOYA Site or the AirObserver application , temporarily or not.

Unless otherwise indicated, these trial or discovery offers will be subject to these General Terms and Conditions.



Certain trial or discovery offers will be subject to the provision of banking information in order to benefit from the trial or discovery offer. Where applicable, unless otherwise indicated on the TEQOYA Site or the AirObserver application and unless terminated by the Subscriber under the conditions of article 6.1.4, the AirObserver trial or discovery offer is transformed into a subscription. monthly at the rate indicated in the offer. Unless otherwise stipulated, where applicable, no installments already paid may be subject to reimbursement.

6.2 Price

AirObserver subscription is indicated on the TEQOYA Site and/or the AirObserver application in euros and all taxes included at the time of Subscription .

Value Added Tax ("VAT") is charged in accordance with local legislation in force in each country. The final price includes the VAT rate corresponding to the country of Use of the Services.

TEQOYA reserves the right to modify the price of each subscription plan. TEQOYA will inform each Customer by email to the address provided by the Customer concerned during their Subscription (or subsequently modified on their Account) and/or by notification sent within the Services of any price increase of at least 30 (thirty) days before it takes effect.

In such a case, the Customer who does not accept this price increase may cancel his subscription under the conditions indicated in article 6.1.4 above, this termination taking effect at the next subscription due date. In the absence of termination by the Customer, the new pricing will therefore be applicable from the next subscription due date following the new pricing taking effect.

Any increase in VAT (Value Added Tax) will be reflected automatically and immediately in the price of the Services. The same will apply in the event of the creation of any new tax which would be based on the price of the Services and for which TEQOYA would become liable. The termination conditions provided for in the event of a change in the price of the subscription plans referred to above will apply under the same conditions in the event of a change in the price resulting from an increase or the creation of new taxes.

Please note that connection and communication costs (Internet and mobile Internet) linked to the use of the Services are not covered by TEQOYA and remain the responsibility of the Customer.

Billing for the license is issued monthly from the activation of the Customer's Account.

Invoices issued by TEQOYA are sent to the Customer electronically, which the Customer accepts, to the e-mail address provided by the Customer at the time of Subscription (or subsequently modified on their Account) .



6.3 Payment

When the Customer clicks on "Order", the Subscription becomes firm, definitive and irrevocable. This means that the Customer will have to pay the price of the Subscription.

AirObserver subscription price is made by credit card with 3D Secure authentication system.

Each monthly payment is paid eventually due (payment in advance) until termination of the subscription, whether the termination is at the initiative of the Customer or TEQOYA

At no time can the sums paid be considered as deposits or deposits.

3D Secure authentication system . The guarantees granted by TEQOYA for the security of transactions are identical to those obtained respectively by TEQOYA from these publishers of the aforementioned payment systems.

In the absence of contrary elements provided by the Customer, the computerized registers, kept in the computer systems of TEQOYA and its partners under reasonable security conditions, will be considered as proof of communications, orders, validations and payments made. between the Client and TEQOYA. The archiving of these elements is carried out on a reliable and durable medium so as to correspond to a reliable copy in accordance with article 1379 of the civil code.

As part of the fight against Internet fraud, information relating to your Subscription may be transferred to third parties for verification.

6.4 Ability

The Customer declares and guarantees:

- be over 16 years old;
- have the status of end user and not subscribe to the Services to resell them;
- be legally authorized to commit to these General Terms and Conditions;
- have the necessary authorizations for payment of the subscription;
- if the Customer orders on behalf of a company, be authorized to conclude commercial contracts on behalf of this company.

The Customer guarantees that the information communicated to TEQOYA as part of their Subscription is truthful, accurate and complete.

From the moment the Customer registers his Subscription by clicking on the "Order" icon, he is considered to have made an informed decision and to have accepted without reservation these General Terms and Conditions, the prices, and the Services subscribed to; the Subscription becomes firm and irrevocable.

Special case: If the Customer is a company, the person acting in the name and on behalf of the company declares that the VAT registration number, as well as any other information it provides , is true, accurate and up to date. It will immediately inform TEQOYA if there is a change to this information. TEQOYA reserves the right to charge the Subscriber any applicable uninvoiced VAT if the VAT identification



number indicated turns out to be invalid, does not comply with the company details, or if the tax authorities judge that this number is not valid. is not related to the account holder. Once the Subscription has been completed, a VAT invoice will be sent to the email address indicated during the Subscription. This invoice must be used for all VAT refund and reporting purposes. TEQOYA's VAT registration number is included in the invoice.

6.5 Failure to pay

The Customer is informed and expressly accepts that any late payment of all or part of an amount due on its due date under the subscription will automatically result, without prejudice to the provisions of article 8 and without prior notice:

- The forfeiture of the term of all sums owed by the Customer and their immediate payment;
- The immediate suspension of ongoing Services until full payment of all amounts owed by the Customer.

7. Account Activation / Use of Services

The Customer's Subscription will be confirmed by TEQOYA by e-mail after confirmation of the registration of payment of the Subscription amount.

The Subscription will only be considered final after receipt by the Client of confirmation of the Subscription from TEQOYA (TEQOYA recommends that the Client keep a copy of this information on a paper or electronic document).

Subject to full payment of the price, the Customer's Account is activated. The Customer can then access the AirObserver application by connecting to their Account with the identifiers they provided during Subscription and immediately benefit from the Services.

8. Suspension and/or early termination at the initiative of TEQOYA or the Customer

Without prejudice to any damages that TEQOYA may seek, TEQOYA reserves the right to suspend a Customer's access to the Services and/or automatically terminate, without notice or compensation, their AirObserver subscription in the event of:

- non-compliance by the Customer with these General Terms and Conditions, and in particular:
- Violation of the intellectual property rights of TEQOYA and/or third parties,
- Circumvention or attempted circumvention of the technical protection measures put in place by TEQOYA,
- provision of false information during Subscription.
- non-payment by the Customer of a due date for their subscription to the Services;
- actions contrary to the commercial interests of TEQOYA.
- violation of applicable law.

The Customer may unsubscribe from AirObserver at any time by email addressed to contact@teqoya.com.

Any termination will take effect under the conditions of article 6.1.4.



9. Customer service

As part of its access to and use of the Services, TEQOYA provides the Customer with customer service whose mission is to answer more personal questions that the Customer may have regarding the Services offered by TEQOYA.

The Customer may thus, without this list being exhaustive, request information concerning:

- – Their access to and use of the Services offered by TEQOYA;
- – His Account and the modification of the information in this Account;
- – Its subscription and payments.

TEQOYA Customer Service is available for any questions:

- at +33 (0)1.43.70.52.93 Monday to Friday from 9 a.m. to 6 p.m. or
- by email contact@teqoya.com, or
- by mail: Teqoya – AirObserver Customer Service – 19 rue Chapon 75003 Paris

10. Intellectual property

All intellectual property rights relating to the AirObserver application, including copyright and trademark rights, are the exclusive property of TEQOYA. No rights are transferred to the User outside of the usage license specified in these General Terms and Conditions.

11. Responsibilities

11.1 User Responsibility

The User is responsible for the use of the AirObserver application in accordance with these General Terms and Conditions.

11.2 Responsibility of TEQOYA

TEQOYA is committed to providing a quality application, but cannot guarantee its proper functioning in all circumstances. TEQOYA cannot be held responsible for direct or indirect damage resulting from the use of the application.

As a simple publisher of the service, TEQOYA cannot guarantee the quality of the Internet network, nor its access and cannot guarantee the absence of interruption of the service specific to the Internet network.

11.3 Medical liability

The information available on the TEQOYA Site, the Services offered relating to health, and any comments relating to health issues cannot be considered medical opinions. It is up to the user to determine, if necessary, in consultation with a physician, which products and services may be used.



12. Legal guarantees

Any defects in conformity of the Services are guaranteed by TEQOYA under the conditions of (i) Article L224-25-12 et seq. of the Consumer Code and (ii) hidden defects in the item sold under the conditions provided for in the articles 1641 et seq. of the civil code.

12.1 Guarantee of conformity (art. D211-4 of the Consumer Code):

The consumer has the right to the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity during a period of 1 month from the supply of the digital content or digital service.

During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or digital service for 1 month .

The legal guarantee of conformity gives the consumer the right to have the digital content or digital service brought into conformity without undue delay following their request, without cost and without major inconvenience for them.

The consumer can obtain a reduction in the price by keeping the digital content or the digital service, or he can end the contract by being reimbursed in full in exchange for renunciation of the digital content or the digital service, if:

- 1° The professional refuses to bring the digital content or digital service into compliance;**
- 2° The compliance of the digital content or digital service is unjustifiably delayed;**
- 3° The compliance of the digital content or the digital service cannot take place without costs imposed on the consumer;**
- 4° Bringing the digital content or digital service into compliance causes a major inconvenience for the consumer;**
- 5° The non-compliance of the digital content or digital service persists despite the professional's unsuccessful attempt to achieve compliance.**

The consumer also has the right to a reduction in price or termination of the contract when the lack of conformity is so serious that it justifies the reduction in price or termination of the contract being immediate. The consumer is then not required to request compliance of the digital content or digital service beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to cancel the contract if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or the digital service with a view to bringing it back into compliance suspends the warranty which remained to run until the supply of the digital content or the digital service which becomes compliant again.

These rights result from the application of [articles L. 224-25-1 to L. 224-25-31 of the Consumer Code](#) .

The professional who obstructs in bad faith the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of 300,000 euros, which can be increased up to 10% of the average annual turnover ([article L. 242-18-1 of the Consumer Code](#)).

The consumer also benefits from the legal guarantee against hidden defects in application of [articles 1641 to 1649 of the civil code](#) , for a period of two years from the discovery of the defect. This guarantee entitles you to a price reduction if the digital content or digital service is retained, or to a full refund against waiver of the digital content or digital service.



12.2 Guarantee against hidden defects:

Mandatory reproduction of articles 1641 and 1648 first paragraph of the Civil Code

Section 1641

The seller is bound by the guarantee for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use to such an extent that the buyer would not have acquired it, or would not have used it. would have given only a lower price, if he had known them.

Article 1648 1st paragraph

Action resulting from redhibitory defects must be brought by the purchaser, within a short period of time, depending on the nature of the redhibitory defects, and the use of the place where the sale was made.

12.3 Implementation of guarantees

Complaints must be sent:

- by registered letter to the following address: Teqoya – AirObserver Customer Service - 19 rue Chapon 75003 Paris, or
- by email contact@teqoya.com, or
- by telephone at +33 (0)1 43 70 52 93 with confirmation by email contact@teqoya.com.

They must include:

- the Customer's contact details;
- the reasons for the complaint.

Customer Service will study the complaint and, if justified, will confirm to the Customer by email that the complaint has been handled.

13. Partial invalidity

If one of the provisions of these General Conditions of Sale is deemed invalid or declared as such in accordance with a law, regulation or following the final decision of a competent court, the other provisions will remain in force and effective.

14. Non-waiver

The failure of TEQOYA to exercise partially or totally any of the rights resulting from the stipulations of these General Conditions of Sale cannot constitute a waiver of the benefit of this right for the future or of any other right resulting from these General Conditions of Sale.



15. Applicable law / Mediation

The sale of Products / Services by TEQOYA is subject to French laws relating to distance selling currently in force in France. In the event of a purchase intended for export, it is the Customer's responsibility to verify that the Products/Services comply with the rules in force in the country in question, in terms of taxes, standards or specific prohibitions.

For any dispute relating to an online sale subject to distance selling rules in France:

In accordance with articles L. 612-1 to L. 612-5 of the Consumer Code, any consumer has the right to have free recourse to a consumer mediator with a view to amicably resolving the dispute between them and a professional.

In accordance with the provisions of article L 612-1 of the Consumer Code, the Buyer must first submit any complaint to after-sales service according to the procedure described in article 11 of these General Terms and Conditions.

If a complaint has not been resolved by after-sales service, and in accordance with article L 612-1 of the Consumer Code, the Buyer may then have free recourse to the mediation service of the CONSUMER MEDIATION CENTER OF CONCILIATORS OF JUSTICE (CM2C):

- via the form available on the CM2C website at <https://www.cm2c.net/declarer-un-litige.php>
- by email to cm2c@cm2c.net
- by post to the address CM2C – Consumer Mediation Service 14 rue Saint Jean 75017 Paris

In accordance with Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013, you will find below the electronic link to the online dispute resolution (ODR) platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR#>

In the case of a purchase by a company, any dispute relating to the interpretation or application of these General Terms and Conditions must be brought before the Paris Commercial Courts.

16. Data protection

The collection and processing of Personal Data, carried out when a Customer makes a Subscription, is carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 relating to the protection of individuals with regard to of the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (the "General Data Protection Regulation" or GDPR).

The information collected by TEQOYA during any Subscription made by the Subscriber is necessary for the management of the Subscription by TEQOYA. In accordance with French law relating to data protection n° 78-17 of January 6, 1978, the Buyer has the right to access, request the rectification of, oppose and request the deletion of data on concerning retained by TEQOYA.

For more information, please see our Privacy Policy. https://www.teqoya.fr/config/links/en/Declaration_de_confidentialite_AirObserver_en.pdf

Through TEQOYA, the Subscriber may receive commercial offers and newsletters from TEQOYA. If the Buyer does not wish to receive these offers or newsletters, he can inform TEQOYA by simple email.