



General Terms and Conditions of Sale

1—**SOCIETE CORIOLIS**: SAS with capital of €1,004,850 EUR, whose headquarters resides at 22 Rue GRAINDORGE 93170 BAGNOLET France, registered with the trade and companies register of Bobigny under the N# 402 900 971, represented by its legal representative or by its duly authorized representative, domiciled in this capacity at said headquarters, hereinafter referred to as 'DEEJO'. Contact email: contact@deejo.fr

2—DEFINITIONS

The terms herein beginning with a capital letter, whether used in the singular or the plural, will have the meanings given to them hereafter:

GTCU or **General Terms and Conditions of Use**: means the general conditions of use of the Website, which have full contractual value between DEEJO and the Customer;

GTCS or **General Terms and Conditions of Sale**: means the present general conditions of sale, accepted by the Customer without reservation before the validation of their Order on the Website;

Customer: means the customer having placed an Order for a DEEJO Product;

Order: means the order of a Product made by the Customer from DEEJO through the Website; the Order can be executed only in metropolitan France; any order requiring execution outside metropolitan France (including delivery outside metropolitan France) is subject to derogating conditions (including delivery, delivery costs) discussed and formalized between DEEJO and the Customer.

Price: means the price on the part of the Customer to DEEJO for the Order;

Product Price: means the price of DEEJO Products in effect as indicated on the Website; these prices are subject to change at the sole discretion of DEEJO;

Knife (Knives) or **Product(s)**: means cutlery products marketed under the DEEJO brand and available for purchase on the Website.

Website: means the website accessible from the URL: [https //:my.deejo.fr/](https://my.deejo.fr/)

DEEJO: means the company CORIOLIS presented in Article 1 above.

3—PURPOSE OF GTCS-SCOPE OF APPLICATION OF THE GTCS

The purpose of the present document is to define the applicable terms and conditions of sale of the Products to the Customer.

The GTCS apply to all Orders accepted by the Customer, the content of which has a contractual value between the Customer and DEEJO, and to the exclusion of all other conditions of sale or documents or correspondence exchanged. Acceptance of the GTCS within the Customer's Order indicates full and entire acceptance of the GTCS by the Customer.

4-ACCEPTANCE AND OPPOSABILITY OF THE GTCS-LEGAL MAJORITY AND CAPACITY

4.1. The GTCS are opposable to the Customer and have full contractual value between the Parties as of the Order under the conditions defined in Article 5 below, the Customer declaring to have had communication or access (specifically through the Website on which these are accessible) and have read and accepted all the terms and conditions without reserve. Any exceptional tolerance or waiver by DEEJO in the application of all or part of the present, cannot constitute an amendment of the present GTCS, which will remain fully applicable, nor may it create any right whatsoever. Any update to the General Terms and Conditions of Sale may be made at any time at the discretion of DEEJO, the applicable version to any sale to the Customer nevertheless remaining in force being the version in effect on the date of order. The acceptance of the GTCS implies acceptance of the general terms and conditions of use of the Website, including the DEEJO knife personalization service on the Website.

4.2. The Customer declares, by their acceptance hereof, to be of legal age in regard to the regulations in force and not to be under any legal incapacity or incompetence (tutorship, guardianship...) so that their informed consent to the Order and acceptance of the GTCS can never be disputed; such guarantees DEEJO who reserves the right to address any misleading declaration.

5—ORDERS—AVAILABILITY OF PRODUCT(S)

5.1 The Order must be executed by the Customer directly on the Website and in accordance with the GTCU.

The Customer, by validating their Order under the conditions below, acknowledges having received (i) sufficient and relevant information on the Knives, the price and their conditions of sale, to assess the adequacy with the needs and destination of the Customer's intended use (ii) and a sufficiently clear and accurate image to assess the aesthetics of the chosen model of Knife.

Orders entered into by the Customer from the Website comply with the double-click principle, which the Customer acknowledges; consequently, the Customer acknowledges to having been fully informed, following the steps of the Order on the Website, about the content and conditions of their Order (including Product(s), price, delivery, warranty...), having been able to modify their selection of Products (in quantity or nature) and being made aware of these GTCS before the validation of the Order; the Customer acknowledges that their consent to the execution of the Order is complete and irrevocable from the 'validation of the order', this being a 'second click' and therefore a signature to the order equivalent to a signature according to the meaning of the Civil Code.

5.2. The offer and the Orders of the DEEJO Products are valid and opposable subject to the stocks of Products available. Any unavailability of Products occurring after validation of the order will be indicated to the Customer who will also be informed of the waiting period for the Product to be available again. In accordance with Article L. 216-3 of the Consumer Code, the Customer may express their wish to cancel the Order and be refunded the price of the unavailable Product within fourteen (14) days of the cancellation of the order.

6—PRICE—PAYMENT—INVOICING—RESERVE OF OWNERSHIP

6.1. The prices of DEEJO Products published on the Website are indicated in Euros (€) or in US Dollars (\$) and include all taxes (ATI), excluding costs of logistics, processing or delivery. DEEJO is free to modify the prices at any time and at its sole discretion, the Price in the Order on the part of the Customer remaining the one in effect at the time of the validation of the Order subject to the availability of items at that date.

6.2. The Payment of the Price and associated costs indicated during the Order (including shipping costs) will be paid in full at the time of the Order under the conditions defined in Article 5 and by the means of payment referenced on the Website. Any unpaid amount (total or partial) or difficulty of payment (on all or part of the amount due) will automatically and immediately have the effect of suspending the execution of DEEJO's obligations (including the shipping of the Products ordered) until complete regularization of payment and will justify penalties within the legal limits. In case of absence of regularization, the Order may be terminated by DEEJO to the fault of the Customer. Any payment, subject to any legal right of return, is final and irrevocable.

6.3. DEEJO remains the owner of the Products ordered by the Customer on the Website until receipt of the Price and acceptance of payment by the partner payment centre.

6.4. Following the Order of the Products on the Website under the conditions defined in Article 5 and after full payment and receipt of the Price, the Customer will receive in their parcel the invoice corresponding to their purchase summarizing the Products purchased, the quantity, the unit price, the total price of the order

before taxes and all taxes, VAT, any discounts or rebates. It is the Customer's responsibility to retain the invoice as proof of purchase.

7—DELIVERY—TRANSFER OF RISK—DELIVERY CHARGES—DELIVERY DELAY—NON-COMPLIANT DELIVERY

7.1. Any delivery of Products to the Customer can occur only after full receipt of the payment Price by DEEJO and the acceptance of the Order in view of the inventory status of available Products.

Delivery of the Products ordered will be made through the services of the carriers selected by DEEJO.

The delivery will take place at the delivery address indicated by the Customer or relay point selected during the Order, which constitutes the contractual delivery address.

In case of delivery outside the French territory, it is the sole responsibility of the Customer to ensure compliance with the regulations in force in the country of receipt regarding the importation of the Product. In the event of delivery in France and if the Customer resides outside France, the Customer will assume all the costs and expenses (including tax, customs) claimed during the importation of the Product to the country of residence.

7.2. The transfer of risk to the Customer on the Products ordered occurs upon receipt of the Products by the Customer. It is in this respect to the Customer (or any third party by them mandated for this purpose) to carry out the necessary verifications before acceptance of the parcel in order to detect any possible anomaly (including the absence of any damage to the Product). It is the responsibility of the Customer to take the necessary time to perform these verifications, the mandated carrier being required to allow them to do so.

7.3. Delivery charges, wholly owed by the Customer in respect of the shipment of the Product(s) ordered, are indicated to the Customer before final confirmation of the Order on the Website.

7.4. Delivery times indicated during the Order are indicative and non-contractual deadlines established on the basis of an average delivery time including logistics of processing and shipping. They constitute only an obligation of means for DEEJO which will perform all due diligence to respect them. Exceeding these deadlines cannot justify the cancellation by the Customer of their Order. These deadlines may be adapted according to the level of availability of the Products ordered. In order not to delay the delivery of available Products ordered at the same time as the unavailable Products, DEEJO may, at its discretion, deliver these Products separately without additional costs.

Delivery times are expressed in working days and as of the final confirmation of the Order by DEEJO.

Delivery of the Products must take place within a maximum of thirty (30) days from the date of the Order. Exceeding this deadline will not automatically result in the cancellation of the Order to be delivered. The Customer must enjoin DEEJO to make the delivery within a reasonable additional time, by letter recommended with confirmation of receipt or by written notice on another durable medium. If the delivery is still not made within this period, the Customer may proceed to the resolution of the Order of Products not delivered by registered letter with confirmation of receipt to the following address, Deejo, 22 Rue Charles Graindorge, 93170 Bagnolet France, or by writing on another durable medium at the above address. In this case, the cancellation will apply only to the undelivered Products; Products ordered at the same time as the Products not delivered that have already been delivered will not be affected by this cancellation.

The Order of the undelivered Products is considered resolved upon receipt of the letter or any written correspondence informing DEEJO of this resolution unless the delivery took place between the posting of the mail by the Customer and its receipt by DEEJO.

The Customer will be refunded the sums paid for Products not delivered within 14 days of receipt of said cancellation notice in accordance with Article L. 216-3 of the Consumer Code.

8—RIGHT OF RETURN

8.1. Rights of return

Subject to the exception below in accordance with the legal exceptions provided for in Articles L-221 et seq. of the French Consumer Code, the Customer may exercise their legal right of return within a period of fourteen (14) calendar days from the date of the conclusion of the Order or the receipt of the Products by them or a third party designated by them at the time of the Order. If this period expires on a Saturday, Sunday or a public holiday or non-working day, it is extended until the next working day. If the Products can be delivered in several parcels and on different dates, the return period runs from the receipt of the last Product.

The Customer may exercise his right of withdrawal by expressing his decision to DEEJO without any reservation or ambiguity by e-mail: service@deejo.fr or by returning to the same address the withdrawal form available on the website (or to Deejo, 22 Rue Charles Graindorge, 93170 Bagnolet France).

Products are returned at the Customer's expense. Returned Products must be new and returned in their original packaging. They are returned and travel at the risk of the Customer who will take the necessary steps to ensure their original condition. Any damaged item, not packaged in the original packaging or not in its original condition will not be accepted.

8.2. Exclusion of the right of return resulting from the personalization of the ordered Knife (Knives)

DEEJO provides the Customer with a personalization tool ('My Deejo' service) on its website which enables the Customer to personalize their knife, according to the Customer's design, aesthetic and functional intent, following a multitude of personalization criteria to be combined by the Customer's own care. The result of the combination of the criteria resulting in a personalized and individualized Knife, as the Customer acknowledges in the GTCU, the Order of this personalized Knife excludes any right of return. If the Customer returns the Product that falls under this exception, DEEJO will keep it at its disposal but cannot be held responsible for its return at its own expense.

9—CUSTOMER SERVICE

Any question relating to an order or the delivery of the Product(s) ordered must be sent to DEEJO by email at service@deejo.fr or by letter at postal address Deejo, 22 Rue Charles Graindorge, 93170 Bagnolet France

10—AVAILABILITY OF REPLACEMENT PARTS

Replacement parts necessary for the use of DEEJO Products are available for 24 months.

11—COMPLIANCE GUARANTEE—WARRANTY AGAINST HIDDEN DEFECTS -5-YEAR WARRANTY CARD

11.1. Compliance Guarantee:

The Customer benefits from a legal guarantee of compliance in regard to Articles L-217-4 to L.217-12 of the Consumer Code and will be able to exercise this guarantee - without having to provide evidence of non-compliance - within a period of 24 months from taking possession of the Product in order to request the repair or the replacement of the Product (under the statutory reserves of Article L217-9 of the Consumer Code hereafter restated). If the Customer intends to exercise the guarantee of compliance, they must return the allegedly non-compliant Product in its original state in the original packaging, accompanied by the purchase invoice, to DEEJO at the following address: Deejo, Rue des Ebénistes, ZI, Bat 3, 77200 Torcy, France. If the non-compliance is confirmed after examination by DEEJO, DEEJO will proceed to the replacement or repair of the Product, refund the cost of the return and bear the costs of any delivery of the repaired or replacement Product. The Customer assumes the risk of damage related to the return of the Product. Any Product returned to DEEJO damaged will not benefit from the aforementioned guarantee.

For the information of the Customer and in accordance with Article L 217-15 of the Consumer Code, certain legal provisions applicable to the guarantee of compliance,

its exercise and its consequences are restated below; these provisions fully apply to the present GTCS:

Article L217-4: The seller delivers a good in compliance with the contract and addresses the defects of compliance existing at the time of delivery. The seller also addresses any lack of compliance resulting from the packaging, assembly instructions or installation for which the seller is responsible by contract or which are realized under the seller's responsibility.

Article L217-5: The good complies with the contract: 1 ° If it corresponds to the customary use of a similar good and, if applicable, if it corresponds to the description given by the seller and possesses the qualities presented to the buyer in the form of a sample or model; it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or the seller's representative, including advertising or labelling; 2 ° Or if it presents the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, made known to the seller and that the latter has accepted.

Article L217-9: In the case of lack of compliance, the buyer chooses between repair and replacement of the property. However, the seller may not proceed according to the choice of the buyer if this choice entails a cost obviously disproportionate compared to the other modality, taking into account the value of the good or the importance of the defect. The seller is then obliged to proceed, unless it is impossible, according to the method not chosen by the buyer.

Article L217-12: The action resulting from the lack of compliance is prescribed for two years from the delivery of the good.

11.2. Warranty against hidden defects:

Regardless of any commercial guarantee, the Customer has a legal guarantee against the hidden defects of the Product(s) within the meaning of Article 1641 of the Civil Code and may request, if the hidden defect is proven in the legal sense, the resolution of the sale of the Product affected by the hidden defect or a reduction of the price of the said Product.

For the information of the Customer and in accordance with Article L 217-15 of the French Consumer Code, certain legal provisions of Articles 1641 and 1648 (1) of the French Civil Code relating to the guarantee against hidden defects are provided below, its exercise and its consequences; these provisions fully apply to the present GTCS:

Art. 1641 of the Civil Code: The seller is bound by the guarantee for reasons of hidden defects of the good sold which render it unfit for the use for which it is intended or which diminish this use so much that the buyer would not have acquired it or would have expected a lower price had the buyer known of these defects.

Art. 1648 paragraph 1 of the Civil Code: Action resulting from hidden defects must be initiated by the purchaser within two years following the discovery of the defect.

11.3. Limited warranty

The guarantees referred to above (11.1 and 11.2) attributable to DEEJO will be applicable only after the expert assessment of DEEJO has verified the non-compliance or hidden defect.

No guarantee may be in effect in the following cases:

- Damage caused by failure to perform recommended Knife maintenance.
- Accidental damage or defects caused by misuse, improper maintenance, negligence or a fall.
- Use of the Knife for purposes other than its intended purpose.
- Use of the Knife for professional purposes manifestly improper and inadequate with regard to the technical characteristics of the Knife which the Customer declares to be completely informed of via the Website before the validation of their Order.
- Default of the sharpness of the Knife resulting from incremental normal wear and tear of the Product for its intended purpose.
- Knife's sharpness conforms to its intended purpose and industry standards.
- Use of parts and accessories other than those of DEEJO.
- Repair or modifications made by persons other than DEEJO.

If by exception, DEEJO accepts the replacement of the Knife despite a fault or defect resulting from any of the circumstances above, such a replacement may constitute only a commercial gesture and in no case a Customer's right or an obligation to the charge of DEEJO; this replacement will not subject DEEJO to any further obligation with respect to the replaced Knife or the Customer and will not constitute any right for the Customer or any third-party holder of a DEEJO Knife to obtain a new replacement for similar causes or causes falling within one of the circumstances above.

12 - RESPONSABILITY - FORCE MAJEURE

12.1 The Customer is solely responsible for the consequences to the content or the execution of the Order for any errors or inaccuracies of information communicated during their order on the Website (including their identity, delivery address, email address etc ...). In such a case, DEEJO cannot be responsible including any faulty delivery, impossibility of delivery or late delivery. The Customer is solely responsible for the result of their choices in the design of their knife via the Personalization Tool and may not request a replacement for aesthetic reasons.

No liability will be incurred by the parties to the other parties or to a third party of the contract in the event of total or partial non-performance of their obligations due to a case of force majeure within the meaning of the law and French

jurisprudence, being unpredictable and insurmountable events (including blockage of transportation or telecommunication networks).

12.2 It is the sole responsibility of the Customer, who has declared by their acceptance hereby to be legally of age, to comply with the applicable regulations regarding the possession of their Knife and the purchase, import, possession of an over-the-counter weapon in the country where the Customer is physically located or in the country where the Knife is delivered.

12.3 The DEEJO Knife requires serious, attentive and prudent use by the Customer or any user who has access to it. The Knife belongs to the Customer in this respect to make proper use of the Knife at their destination and to perform due diligence. The Knife should never be left accessible to minors, especially children. The Customer owns custody of the good and any loan or use of the Knife must be done under the sole responsibility and supervision of the Customer. DEEJO can never be responsible or concerned regarding any consequences whatsoever (including bodily injury of the Customer or of third parties or material damages...) of misuse, unlawful use or use by a third party or of any improper storage of the Knife.

12.4 The Customer indemnifies DEEJO against all consequences resulting from the non-observance of the above provisions so that DEEJO is never concerned regarding them.

13—PERSONAL DATA

In the context of the completion of the Customer's order on the Website under the conditions of Article 5 or in the context of the creation of the Customer's account on the Website, the Customer is required to communicate personal data collected by DEEJO. DEEJO complies with the regulations in force applicable to personal data, including law n° 78-17 of 6 January 1978, known as 'Information Technology and Freedom' and the European regulation called 'GDPR'. The Customer has the right to access, modify, reject, delete and withdraw personal data by sending any request to this effect by email to service@deejo.fr or a letter to Deejo, 22 Rue Charles Graindorge, 93170 Bagnolet France. To verify the identification of the author of the letter or email, the User must attach a copy of their ID.

14—INTELLECTUAL PROPERTY

DEEJO owns all the industrial and intellectual property rights attached to DEEJO Knives (including brands, models of Knives and patents), their marketing and their Website. Any reproduction, representation, modification, adaptation of these rights is strictly prohibited and constitutes legal infringement. In particular, it is forbidden under trademark infringement punishable under the law to reproduce, imitate or represent the design of any Knives (after personal customization), whether in regard to their ergonomics or their ornamental characteristics.

DEEJO is the sole owner of the Website and all its elements protected by intellectual property right. Any total or partial reproduction of any of these elements is prohibited and constitutes legal infringement.

Hypertext links on the Website may refer to sites other than that of DEEJO. DEEJO disclaims any liability in the event that the content of these sites contravenes legal and regulatory provisions.

15—STIPULATIONS—APPLICABLE LAW -ELECTION OF DOMICILE—LITIGATION

15.1. Any nullity, abusive clause, expiration, absence of binding force or unenforceability of any of the stipulations hereof do not carry any consequences on the other stipulations, which will preserve all their effects.

15.2. The GTCS and the Order are subject to French law to the exclusion of any other legislation. In the case of an Order made outside France (whether the Customer resides outside France or the delivery takes place outside France), it is the responsibility of the Customer alone to comply with the regulations applicable to cutlery products and indemnifies DEEJO. DEEJO reserves the right not to execute an Order that contravenes a local regulation or that is incompatible with the present GTCS and will inform the Customer, without such circumstance/verification of compliance constituting any obligation on the part of DEEJO.

15.3. For the execution of these present and their consequences and unless otherwise stipulated, the Customer elects the domicile to the address they entered when placing their Order and will ensure under their sole responsibility a postal follow-up in the case of a change of address.

15.4. In the event of any dispute relating to the order, interpretation or execution of this Agreement and the outcome thereof, the Parties will attempt to reach an amicable accord prior to any legal dispute. DEEJO is a member of MEDICYS' E-Commerce Mediator Service, whose contact details are as follows: MEDICYS - 73 Boulevard de Clichy - 75009 PARIS- <http://www.medicys.fr>. The Mediator Service may be consulted for any consumer dispute whose settlement has not been successful. To find out how to refer the matter to the Mediator: [click here \(https://app.medicys.fr/\)](https://app.medicys.fr/). Any legal dispute will be brought before the Court of Law with material and territorial jurisdiction.