

GENERAL TERMS AND CONDITIONS OF AFTER-SALES SERVICE

PHONE RECYCLE SOLUTION

June 2023

The French version is authoritative.

These General Terms and Conditions of After-Sales Service are up to date as of 1 February 2023 and define the conditions under which Phone Recycle Solution's After-Sales Service will take charge of "Smartphone" type devices that have malfunctioned after the purchase of the device, either directly or via a reseller or a marketplace and within the limits set out below.

1. DEFINITIONS

These General Terms and Conditions of After-Sales Service (hereinafter "GTCAS") are offered by Phone Recycle Solution (hereinafter "the Company"), a simplified joint stock company with a capital of 10,000 Euros, whose registered office is located at 189, rue d'Aubervilliers in Paris (75019), registered in the Paris Trade and Companies, with identification number 831008842

The Company offers reconditioned phones and all types of mobile accessories (the "Products" or "Devices"), either directly or via partner websites organizing private sales (the "Site" or "Sites") or on digital marketplaces (the "Marketplace" or "Marketplaces") or in partner shops at partner retailers (the "Store" or "Stores").

During the use of a Product by the Customer, a malfunction or breakdown may occur. Under the conditions detailed below, the Customer may send the purchased device to the Company's After Sales Service for repair of the fault or refurbishment.

2. APPLICATION AND OPPOSABILITY OF THE GTCAS

The purpose of these GTCAS is to define all of the conditions under which the Company is likely to take charge, within its After-Sales Service, of requests for intervention made by Clients concerning Appliances which they have purchased directly from the Company or via a reseller.

They therefore apply to any request for service made to the Company's After-Sales Service.

The Client declares that he/she has read and accepted these GTCAS before placing his/her Order. He/she has indicated his/her full acceptance of these terms and conditions by ticking the box specifically dedicated to them, without which the computer validation of the order is impossible.

The Customer also declares that he/she has read the General Terms and Conditions of Sale (GTCS) and, where applicable, the specific general terms and conditions of sale of the retailer or the Marketplace.

Validation of the Order therefore implies acceptance of the GSCs, the GTCAS and, where applicable, the derogatory or special conditions applicable to the order. These terms and conditions are regularly updated, and the applicable GTCAS are those in force on the Website at the time the Order is placed.

Any condition to the contrary imposed by the Client shall therefore, unless expressly accepted, be unenforceable against the Company, regardless of when it may have been brought to its attention.

The fact that the Company does not avail itself at a given time of any provision of these GTCAS shall not be interpreted as a waiver of the right to avail itself at a later date of any provision of the said GTCAS and shall be interpreted only as a temporary tolerance.

PRS offers the customer a 12-month guarantee (limited to 18 months from the date of delivery to the partner customer's warehouse) from the date of sale to the customer on the products it markets. This guarantee covers the cost of pick-up and follow-up, labour, spare parts and the transport of the material to the supplier, if necessary. This warranty covers defects due to a lack of quality in the product. This warranty does not reduce or eliminate the legal warranty to the consumer.

3. PROCEDURE FOR RETURN AND ACCEPTANCE OF GOODS BY THE AFTER-SALES SERVICE

The Client is informed that, in the context of carrying out the maintenance and/or repair operations essential to the performance of its service, the After-Sales Service may have to delete all the data on the device.

It is therefore expressly stipulated that the Company cannot be held responsible for the disappearance, removal or corruption of data previously contained on the device sent to the After-Sales Service. The possibility of the disappearance, removal or corruption of data is therefore formally brought to the attention of the Client, who expressly declares that he has taken all the necessary measures for the conservation, backup or preservation of his data prior to sending his appliance to the After-Sales Service and renounces, in advance, any action of any nature whatsoever against the Company on this basis.

Before sending any appliance to the After-Sales Service, it is imperative to make an online declaration on the site www.sav.phonerecyclesolution.com in the "Report an issue" category in order to obtain an agreement in principle and a return number.

If this imperative formality is not fulfilled, no responsibility will be taken for this device, which will only be returned to its sender in exchange for payment of the applicable shipping costs, plus any processing costs.

Any omission or false declaration concerning the condition of the Device will result in a total exclusion of the warranty, and no assumption of responsibility will be made for any reason whatsoever.

Once the declaration of the breakdown has been made, the after-sales service will indicate the detailed procedure to follow within a maximum of 72 hours (excluding weekends and public holidays) and will send an email summarizing the operations to be carried out on the phone prior to its packaging and shipping in order to deactivate iCloud® (for Apple® devices). As of the reception of this email, the Customer has 15 days to send his device to the After Sales Service.

It is not possible to take over a phone on which the iCloud® service is still activated. The Customer's attention is therefore drawn to the fact that failure to deactivate iCloud before sending the phone to the After-Sales Service will systematically result in a refusal to take charge of the device, which will only

be returned to its sender in exchange for payment of the applicable shipping costs, plus any processing costs.

Before shipping, the Customer must pack the appliance with all the necessary care and take into account the fact that the postal services are likely to brutalize the packages. The after-sales service may immediately exclude taking charge of an appliance in the case of an appliance that arrives broken, damaged, oxidized or that clearly shows one of the signs that would make it possible to exclude the applicability of the rules for taking charge of the appliance by the after-sales service as defined in Article 4.

The Company strongly recommends subscribing to one of the insurance policies offered by the postal services to cover loss, theft or damage to the appliance during its transport to the premises of the after-sales service.

Once received, the appliance that does not present one of the causes of exclusion listed in Article 4 (which may have been discovered either immediately upon receipt or after functional tests have been carried out), will be taken care of by the After-Sales Service.

Except in cases where these tests and/or verifications are impossible (e.g. telephone that does not switch on even after changing the battery), the After-Sales Service will inform the customer without delay and by all means of the possibility or impossibility of taking charge of the appliance received according to the results of the tests carried out.

The sending of an appliance by the Customer implies prior and unconditional acceptance of the fact that the visual checks carried out by the receiving operator as well as the tests carried out by the After-Sales Service constitute valid and opposable proof of the condition of the appliance on its arrival at the After-Sales Service.

In the event of a Breakdown at the time of commissioning, PRS will carry out an express repair of the appliance within 24 hours.

Once these tests have been carried out, there are two possibilities:

- No cause for exclusion listed in article 4 appears; the appliance is covered by the warranty and will be repaired and returned to the Customer.
- One or more of the causes of exclusions from the warranty listed in Article 4 have been detected, either immediately upon receipt or after having carried out functional tests. The Customer is then informed by any means and his appliance is returned to him upon payment of the reshipment costs, plus, if applicable, processing costs.

In the event that the device is taken over by the After-Sales Service and once repaired, the device will be returned to the Customer by post. A tracking number will be provided to enable the device to be followed to its destination.

The Client expressly accepts that the communication of a dispatch number is sufficient proof of the dispatch of the appliance by the Company and undertakes to receive it.

No extension of the warranty is granted as a result of the repairs being carried out, neither with regard to the legal warranties nor with regard to a possible commercial warranty. In the event that the appliance spends more than seven days in the After-Sales Service, a number of days equivalent to the time in excess of seven days is added to the Guarantee.

By sending the appliance to the After-Sales Service, the Client accepts that the Company may either carry out the repairs required by the condition of the appliance or replace the appliance or material received with an equivalent or superior appliance or material, of the same or different colour.

4. THE FOLLOWING CASES ARE EXPRESSLY EXCLUDED FROM THE GUARANTEE:

- Appliances whose malfunction(s) is/are the result of breakage

And/or

- Devices with an active iCloud or Google account

And/or

- Device(s) that have undergone hardware modifications by the Customer or by a service provider other than PRS

And/or

- Device with software modifications by the Customer or by a provider other than PRS (including Jailbreak)

And/or

- Device with damaged internal components (including but not limited to: ripped or damaged SIM reader, cut or damaged cable, plugged, ripped or damaged screw thread, damaged touchpad etc.)

And/or

- The device has one or more bumps, knocks, dents, deformations, breaks, cracks, breaks, dents, alterations and/or chips on its outer shell or on the screen

And/or

- Oxidized equipment (in temporary or prolonged contact with water or a humid environment, leading to oxidation of the circuits)

And/or

- Equipment which has been reported stolen and which has been expressly brought to the attention of the Company

And/or

- A device with a failure that is not covered by the Company's warranty (including, but not limited to, motherboard failure, touch screen breakage or damage)

And/or

- Device whose "Home" button is no longer functional:

o Button replaced within the first six (6) months from the date of purchase

o Button replaced by a model without digital recognition between six (6) months and one (1) day and twelve (12) months since the date of purchase

o Out of warranty for any claims made within twelve months and one day from the date of purchase

And/or

- An appliance whose malfunction is the result of a defective battery and which is reported to the service department more than three (3) months from the date of purchase

An appliance with one of the above-mentioned causes for exclusion from the guarantee will not be taken in charge by the After-Sales Service and will only be returned after payment of the return costs, plus any processing costs.

5. RESOLUTION OF ISSUES CONCERNING THE RECEIPT OF EQUIPMENT

5.1 A Device purporting to be sent by the Customer but not received by the Company shall not be accepted by the Company, let alone refunded, unless receipt by the Company of the Device can be demonstrated by the production of a receipt signed by the Company.

5.2 No obligation (including pick-up and/or return) shall exist on the part of the Company until it can be shown that it has actually received the Device and signed the acknowledgement of receipt. This is why it is strongly recommended to send the device only by registered mail with acknowledgement of receipt and with an insurance covering loss and theft up to the value of the device sent. It is also strongly recommended that you take a photo of the product just before it is shipped, so that you can provide proof in the event of a dispute with the postal service.

5.3 Any disagreement regarding the condition of the telephone on arrival at the After Sales Service shall be resolved by producing the analysis report carried out by the Company's reception operator or by the analysis report of the test software summarising the information on the device as it was immediately after receipt of the device or, if this is not possible, as soon as the battery has been changed and these tests carried out.

5.4 The After Sales Service shall inform the Customer of its findings and any malfunctions discovered by any means it deems appropriate, including by telephone.

5.5 As soon as the malfunctions mentioned appear on the analysis report, either as a result of the operator's visual observations or following an analysis of the Device by the test software, the Device shall be deemed to have been received in this state.

5.6 Consequently, if this report reveals one of the cases constituting an exclusion of warranty, it will not be possible to take charge of the appliance within the framework of the After-Sales Service and the appliance will be returned to its sender in return for payment of the applicable shipping costs, plus, if applicable, processing costs

6. RESOLUTION OF ISSUES CONCERNING THE RESHIPMENT OF EQUIPMENT

6.1 For each shipment, the Company shall provide the Client with the registered number to enable the package to be tracked by the postal services.

6.2 Any appliance dispatched by the Company and for which the Company is able to produce an acknowledgement of receipt bearing the Client's signature shall be deemed to have been received by the Client.

6.3 Once the Company is able to produce a proof of receipt in the name and address appearing on the client's card attached to the device, the Company will be conclusively deemed to have fulfilled its obligations.

7. AGREEMENT ON COMPLAINTS AND DISPUTES

Any complaint by the Client relating to one or more repair services must be sent by registered letter with acknowledgement of receipt to the "SERVICE RÉCLAMATIONS S.A.V." at the Company's head office address, explicitly indicating the breakdown number and the file concerned, within the prefixed period of 48 hours from the delivery of the appliance to the Client or from its recovery, as evidenced by the postmark. The Company will endeavour to respond as soon as possible.

8. CUSTOMER SERVICE

For any request for information, clarification or complaint, the Client must contact, as a matter of priority, the Company's Customer Service Department, in order to enable the latter to attempt to find a solution to the problem. The Company's Customer Service Department is accessible from 10am to 5pm using the following contact details: Telephone: 01.87.66.23.24 Email: sav@phonerecyclesolution.com Mail: Phone Recycle Solutions - Customer Service - 189 rue d'Aubervilliers - 75019 PARIS

9. RESPONSABILITY

9.1 The Company shall take all appropriate measures to ensure that the Client is provided with quality services under optimum conditions. However, the Company shall not be held liable in any way for any non-performance or poor performance of all or part of the services provided for in the contract, which is attributable either to the Client or to the unforeseeable and insurmountable act of a third party outside the contract, or to a case of force majeure. More generally, if the Company's liability were to be incurred, it could not under any circumstances agree to compensate the Client for indirect damage or damage whose existence and/or quantum would not be established by evidence and beyond the value of the device.

9.2 It is expressly stipulated that the Company cannot be held responsible in any way whatsoever if the Client's computer equipment or electronic mailbox rejects, for example as a result of anti-spam, the electronic mail sent by the Company, and in particular, without this list being exhaustive, the e-mail following the completion of the diagnostics on arrival of the appliance, the follow-up e-mail on the shipment and the follow-up on the interventions of the After-Sales Service, and the e-mail relating to the availability of the non-reclaimed appliance to the Company.

9.3 The Client is fully aware of the provisions of this article and in particular of the aforementioned guarantees and limitations of liability, essential conditions without which the Company would never have contracted, and which the Client expressly accepts without reservation.

10 . APPLICABLE LAW AND JURISDICTION

10.1 These GTCAS are governed and interpreted in accordance with French law, without regard to the principles of conflict of laws.

10.2 In the event of a dispute arising from the interpretation and/or performance of these GTCAS or in relation to these GTCAS, the Client may decide to submit the dispute with the Company to a conventional mediation procedure or any other alternative dispute resolution method.

10.3 The Client may visit the European platform for the settlement of consumer disputes set up by the European Commission at the following address, which lists all the approved dispute settlement bodies in France: <https://webgate.ec.europa.eu/odr/>.

10.4 If the mediation procedure fails or if the Client wishes to bring a case before a court, the rules of the Code of Civil Procedure will apply. The Client nevertheless undertakes, on pain of the procedure being declared null and void, to send a registered letter with acknowledgement of receipt by post indicating his intention to initiate legal proceedings against the Company prior to bringing the case before any court.

10.5 For the resolution of any dispute which has not been settled amicably, exclusive jurisdiction is given to the Courts of the jurisdiction of the Court of Appeal of Paris, unless there is an imperative procedural rule to the contrary.