

# **GENERAL TERMS & CONDITIONS OF SALES**

## **PREAMBLE**

These General Terms and Conditions of Sale (hereinafter “T&C”) apply to any order made on the ROIBTEC.COM site, by any adult natural person, having full legal capacity to engage and having the quality of consumer.

## **ARTICLE 1. LEGAL NOTICE – IDENTIFICATION**

The ROIBTEC.COM site is owned and edited by ROIBTEC Inc.

ROIBTEC Inc. is a joint stock company incorporated under the Canadian law under number 118434-6, with its registered office at the following address: 2300 Bentall 5, 550 Burrard Street, Vancouver V6C 2B5, BC, Canada.

The telephone number and e-mail address of the company ROIBTEC Inc. are as follows:

Telephone : (1) 604-398-3995 / E-mail : [contact@roibtec.com](mailto:contact@roibtec.com).

The ROIBTEC.COM site is hosted by: Digital Ocean, 33 Bloor St E 5th Floor, Toronto, ON M4W 3H1, Canada

## **ARTICLE 2. CONTACT**

For any questions or requests for information concerning the ROIBTEC.COM site, please contact ROIBTEC Inc. at the following e-mail address: [contact@roibtec.com](mailto:contact@roibtec.com) or via the contact form accessible on the following page: [Contact Us – Roibtec Inc.](#)

## **ARTICLE 3. OBJECT**

These T&C define the contractual rights and obligations of ROIBTEC Inc. (hereinafter “the Seller or ROIBTEC Inc.”) within the framework of a distance sale by electronic means of the products offered for sale on the ROIBTEC.COM site.

The T&C exclusively govern the relationship between the Seller and the customer (hereinafter “the Customer” or “You”) and express all the obligations of the parties.

## **ARTICLE 4. ACCEPTATION OF THE T&C**

To place an order on the site, any Customer must expressly and unreservedly accept these General Terms of Sale, which exclusively govern the purchase of products on the ROIBTEC.COM site. In the absence of acceptance by the Customer, the order cannot be validated.

## **ARTICLE 5. MODIFICATION OF THE T&C**

ROIBTEC Inc. reserves the right to modify the General Terms of Sale from time to time. The modifications will be applicable as soon as they are posted on the ROIBTEC.COM site. However, orders already made and still in progress remain subject to the conditions applicable on the date of conclusion of the sale.

## **ARTICLE 6. OFFER FOR SALE OF PRODUCTS – CATALOG OR ONLINE STORE**

The prices and taxes relating to the sale of products are specified in the online store.

### **6.1. Description**

The products offered for sale on the site are described and presented as meticulously as possible and described with the greatest possible accuracy, so that the Customer is aware of the essential characteristics of these before placing his order. Despite all the care taken, slight differences between the products presented and the products delivered cannot be entirely excluded.

### **6.2. Availability**

The products are offered within the limits of available stocks.

In case of unavailability of an ordered product, the Customer will be informed by email. The latter will have the possibility of canceling his order and will thus have the choice between reimbursing the sums paid, within 30 days at the latest of their payment, or waiting for the product to be available again.

In the event of partial unavailability, the Customer may opt for the total cancellation of his order or for the sole reimbursement of the amount corresponding to unavailable products excluding additional costs (applicable taxes, delivery costs, etc.).

## **ARTICLE 7. ONLINE ORDERS**

Placing your order takes place in several stages.

In particular, the Client:

- selects the desired products and their quantity;
- creates a customer account or connects to the existing customer account, it being emphasized that a single natural person cannot hold several accounts;
- verifies the information provided by him, it being specified that the e-mail addresses and postal delivery address indicated must imperatively be exact;
- select the method of delivery and payment;
- checks the summary of his order, it being specified that up to the payment page, it can be modified;
- confirms having read and accepted the present T&Cs;
- proceed to the payment of the order, this one then becoming final.

Placing an order implies acceptance of ROIBTEC Inc.'s offer to sell with regard to the description of the product (s) ordered, their quantity and price, including the applicable ancillary costs (taxes, delivery costs, etc. ).

ROIBTEC Inc. will then address:

- an e-mail confirming your order, summarizing the latter, confirming its acceptance and attaching an invoice, which thus forms the sales contract;
- an order dispatch email, as soon as the order is ready to be shipped.

ROIBTEC Inc. however reserves the right to block an order in the event of non-payment, incorrect address or any other problem on the Customer's account, until the problem has been fully resolved.

Any question relating to the follow-up of an order can be sent by e-mail to customer service at the following address: [sales@roibtec.com](mailto:sales@roibtec.com).

## **ARTICLE 8. PRICE**

The prices are indicated in US Dollars (excluding taxes and all taxes included) and do not take into account the delivery costs, which are invoiced in addition. The delivery costs are indicated before validation of the order by the Customer.

The prices take into account the taxes applicable on the day of the order and any change in the rate of these taxes will be automatically reflected in the price of the products in the catalog or in the online store.

The total amount of the order (all taxes included) and delivery costs included, is indicated before final validation of the order.

Payment of the full price must be made when ordering.

ROIBTEC Inc. reserves the right to modify its prices at any time by posting them online.

Only the prices in force indicated at the time of the order will apply, subject to availability of the products on that date.

## **ARTICLE 9. PAYMENT OF THE ORDER**

It is an order with obligation of payment, which means that the placing of the order implies a payment of the Customer.

Payment is made exclusively by the means indicated as available on the site, in particular by credit card or through the Paypal service.

The site guarantees payment security by using the SSL (Secure Socket Layer) protocol encryption system allowing the confidentiality and security of data transmitted as part of an online payment and calls on the following professional

service providers: STRIPE – 354 Oyster Point Blvd – South San Francisco – CA94080, USA and PAYPAL – 2211 N 1st Street – San Jose – CA95131, USA.

The Customer makes the payment at the time of the final validation of the order by specifying his credit card number.

The Customer guarantees that he has the necessary authorizations to use this method of payment and recognizes that the information given for this purpose constitutes proof of his consent to the sale as well as to the exigibility of the sums due under the order.

ROIBTEC Inc. has set up a procedure for verifying orders and means of payment intended to reasonably guarantee it against any fraudulent use of a means of payment, including by asking the Customer for identification data.

In the event of refusal of authorization of payment by bank card on the part of accredited bodies or in the event of non-payment, ROIBTEC Inc. reserves the right to suspend or cancel the order and its delivery.

ROIBTEC Inc. also reserves the right to refuse an order from a Customer with whom a payment dispute is in progress.

## **ARTICLE 10. PROOF OF THE TRANSACTION**

In accordance with the applicable provisions, the online supply of the bank card number and the final validation of the order constitute proof of the Customer's agreement to these T&C, of the exigibility of the sums due under the order form, signature and acceptance. express of all the operations carried out.

The communications, orders, payments and invoices between ROIBTEC Inc. and the Customer can be proven thanks to the computerized registers, kept in the computer systems of ROIBTEC Inc. under reasonable security conditions, on a reliable and durable medium and for a reasonable period of time.

## **ARTICLE 11. DELIVERY**

### 11.1. Terms of delivery

Territories served:

The products ordered can be delivered to the following territories:

- in the United States of America.
- in Canada

Delivery method :

The sender of the order is mentioned during it and in the summary by the mention "Sent by \_".

Shipping cost :

Unless expressly stated otherwise, delivery costs are the responsibility of the Customer and are indicated during the order, before the validation and payment of the order.

Delivery time :

The Customer can take note of the delivery times on the site when ordering, it being specified that these do not start to run until the Customer receives the order confirmation email.

ROIBTEC Inc. will make its best efforts to respect the delivery times mentioned when ordering.

Delivery times apply subject to the correct collaboration on the part of the Customer regarding delivery (accuracy of the information provided, presence on the day of delivery, Customer availability, etc.).

Thus, any package returned to ROIBTEC Inc. because of an incorrect or incomplete delivery address will be reshipped at the Customer's expense.

#### 11.2. Delay in delivery and denunciation

In the event of late delivery, ROIBTEC Inc. will inform the Customer, who can terminate the contract and ask for a refund within 14 days of such termination.

The total refund of the product and the delivery costs, or reshipment if applicable, is then made.

This termination of the contract must be sent by e-mail to the following address: [sales@roibtec.com](mailto:sales@roibtec.com)

Any denunciation not made in accordance with the rules defined above and within the time limits set cannot be taken into account and will release ROIBTEC Inc. from any liability vis-à-vis the Customer.

#### 11.3. Reception

Upon receipt of the product (s), the Customer or the person designated by him to receive the product (s) is required to check the condition of the packaging and the conformity of the product (s) at the time of receipt.

In case of hand delivery by a delivery person, it is therefore possible to open the package before signing any transport document.

If at the time of delivery, the original packaging is damaged, torn or opened, the Customer must then check the condition of the products. If they have been damaged,

the Customer must absolutely refuse the package and note a reservation on the delivery note.

The Customer must indicate on the delivery note, and in handwritten form, any anomaly concerning the delivery.

The Customer must, moreover, inform ROIBTEC Inc. of its reservations, within 2 working days, by e-mail to the following address: sales@roibtec.com.

In the event of delivery in a letterbox, the Customer must contact customer service by e-mail at the aforementioned address within 3 working days of receipt to notify the delivery person and customer service of their reservations, as well as the supporting documents for the non-compliant delivery.

Upon receipt of the complaint, ROIBTEC Inc. will assign a complaint and exchange number for the product (s) concerned and will communicate it by email to the Customer.

The verification of the products is considered as duly carried out once the Customer, or a person authorized by him, has signed the delivery note without reservation.

Any reservation not made in accordance with the rules defined above and within the time limits cannot be taken into account and will release ROIBTEC Inc. from any liability.

#### 11.4. Return

The product to be exchanged or reimbursed must be returned to ROIBTEC Inc. as a whole and in its original packaging, according to the following terms:

The product must be returned within 14 days of the delivery date, to the following address: **ROIBTEC Inc. Customer Services, 220 2nd Street, Courtenay, BC V9N 1B7, Canada**

Any complaint or return not made in accordance with the rules defined above and within the time limits cannot be taken into account and will release ROIBTEC Inc. from any liability towards the Customer.

### **ARTICLE 12. PRODUCT GUARANTEES**

ROIBTEC Inc. guarantees the conformity of the products to the contract.

The Customer may make a request under the legal guarantee of conformity, as well as under the guarantee against defects.

It is specified that ROIBTEC Inc. is not the producer of all the products presented.

#### 12.1. Guarantee of conformity

The Customer has a period of 2 years from the delivery of the product to implement the legal guarantee of conformity.

As such, he can choose between repairing or replacing the goods.

#### 12.2. Guarantee of hidden defects

The Customer has a period of 2 years from the discovery of the defect to implement the guarantee against defects. In this case, he will be able to choose between the resolution of the sale or a reduction of the price.

### **ARTICLE 13. RIGHT OF WITHDRAWAL**

The Customer can exercise his right of withdrawal and return of the product within 14 days of delivery by:

- contacting customer service by e-mail at the following address: sales@roibtec.com;
- sending the following message:

Model withdrawal form:

By this email dated [●], I, the undersigned [name and address of the Customer], notify my wish to exercise my right of withdrawal relating to the contract for the sale of goods [mention the order number] relating to the following products [ list the product (s) concerned], ordered on [●], received on [●].

- attaching the order confirmation email sent by ROIBTEC Inc.

After having communicated his decision to withdraw, the Customer then again has 14 days to return or return the product (s) concerned.

Any withdrawal or return not made in accordance with the rules defined above and within the time limits set cannot be taken into account and will release ROIBTEC Inc. from any liability vis-à-vis the Customer.

The Customer may request the exchange or refund of the returned product, without penalty, with the exception of the return costs which remain at his expense. However, in the event of an exchange, delivery costs may be invoiced again to the Customer.

The return or exchange of the product can only be accepted for products as a whole, in their original condition, in particular with complete packaging, intact and in sales condition.

ROIBTEC Inc. shall reimburse the Customer for all sums paid within 14 days of the recovery of the goods or of the transmission of proof of receipt of these goods.

### **ARTICLE 14. FORCE MAJEURE**

The obligations of the parties will be suspended, in the event that a circumstance constituting a case of force majeure as defined by article 1218 of the Civil Code, prevents their execution.

Are considered as cases of force majeure in particular, fires, floods or lightning; government interventions, directives or policies, including government regulations or acts; wars, whether declared or not, threats of war or other hostilities; acts of terrorism or terrorist-related activities; diseases, epidemics or pandemics (including those related to Covid-19, even if they could be reasonably anticipated, and all government measures introduced as a result of these); an emergency, accident, fire, earthquake, flood, storm, strike or other impediment which the affected party proves was beyond their control and which could not be reasonably expected to it that it takes this impediment into account when concluding this contract or that it avoids or overcomes its consequences.

The party who invokes such a circumstance, must notify the other party immediately, of its occurrence and its disappearance.

If the duration of the case of force majeure exceeds 3 months, these GTCS may be terminated by the injured party.

#### **ARTICLE 15. RESPONSABILITY**

Unless otherwise stated in public order:

- the responsibility of ROIBTEC Inc. is limited exclusively to any direct damage and can in no case be engaged in the event of indirect damage;
- in the event of delivery of a defective product, the responsibility of ROIBTEC Inc is limited to replacing it or paying compensation to the Customer limited to the equivalent of the replacement price of this defective product, if necessary increased by costs. applicable (taxes, delivery charges, etc.).

In any event, the Customer is solely responsible for the correct use of the products in accordance with the instructions or recommendations for use, technical specifications and applicable safety standards (hereinafter “the Prescriptions”).

ROIBTEC Inc. can in no way be held responsible for damage resulting from use or implementation not in accordance with the Prescriptions.

#### **ARTICLE 16. CUSTOMER SERVICE / SETTLEMENT OF DISPUTES**

Any questions or complaints can be sent to the following email address: sales@roibtec.com.

#### **ARTICLE 17. PROTECTION OF PERSONAL DATA**

For any information concerning the protection of personal data, please consult the following page: [Privacy Policy – Roibtec Inc.](#)

#### **ARTICLE 18. RETENTION OF THE T&C**

The T&C can be viewed at any time on the site. These can also be printed from your Internet browser or saved in pdf format.



## **ARTICLE 19. PARTIAL NULLITY**

If one or more stipulations of the T&C were declared null or void by application of a law, regulation or following a final judicial or administrative decision, the other stipulations will retain their force and scope. ROIBTEC Inc. will make its best efforts to proceed as soon as possible to its or their replacement by a valid stipulation and the closest in scope to the spirit hereof.

## **ARTICLE 20. APPLICABLE LAW AND COMPETENT JURISDICTION**

These T&C are subject to the application of the Canadian law.

In the event of a dispute or complaint, the Customer will first contact ROIBTEC Inc. to obtain an amicable solution.

In the absence of an amicable agreement, the dispute will be brought before the courts of British Columbia in accordance with the rules of jurisdiction in force.