

## GENERAL TERMS OF ONLINE SALE AND RENTAL

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### Article 1 - INTRODUCTION

The purpose of the following general terms of online sale and rental is to determine the conditions whereby Marlink Events SAS, hereafter referred to as “Marlink”, *rents* via Internet, security and tracking devices as well as sat phones, hereafter referred to as “the Rented Devices”, and *sells* mounting kits and survival equipment, hereafter referred to as “the Products”, to a natural or legal person, hereafter referred to as “the Buyer”.

It is recommended that the Buyer saves and/or prints a copy of these terms of sale.

### Article 2 – COMMANDE

The Rented Devices and Products are presented on the e-commerce website <https://eshop.marlink.com/> where the Buyer is informed of the general terms of sale when confirming the order made via the online store.

The Rented Devices and Products are reserved for participants in the cross-country rally-raids for which Marlink Events SAS is service provider to the organisers.

#### The various stages for online ordering are as follows:

- The Buyer enters his personal ID and password.
- The Buyer selects the store catalogue for the event in which he is participating.
- The Buyer selects his category (Motorbike / Car / Truck / Assistance)
- The Buyer selects his Rented Device in “Equipment rental”.
- The Buyer selects his Product for purchase in “Mounting accessories” and “Safety equipment”.
- The Buyer corrects eventual order errors on a summarising page in the shopping cart and completes the named assignment form for all Rented Devices.
- The Buyer validates his order.

- The Buyer selects the shipping mode for the Product delivery.  
Important: Rented Devices cannot be shipped; they will only be handed over to the Buyer at the administrative checks of the event.
- The Buyer then definitively confirms his order on a last order summary page.
- The Buyer pays for his order via the online payment system using the 3D Secure System, “Cyberplus Paiement/Systempay”.
- If the Product is available, Marlink acknowledges receipt of the order on a web screen indicating to the Buyer that it has been correctly registered.
- Marlink sends a confirmation email to the Buyer detailing the entire order and the price inclusive of taxes and shipping costs.

Ordering implies the express, complete and unconditional acceptance, by the Buyer, of the general terms of online sale and rental.

An invoice summarising the total amount is sent to the Buyer by email.

Any modification or cancellation of order by the Buyer will be taken into consideration only if received by Marlink in written form, before removal of the equipment by the carrier at Choisy le Roi. Any order cancellation entails a penalty fee covering administration costs of €40 excluding taxes.

### **Article 3 – METHOD OF PAYMENT & TRANSACTION SECURITY**

Order payment is made solely by bank credit card, VISA and Mastercard, via the online payment system using the 3D Secure System. Prices are indicated in euro and invoiced at the prices in force at the time the order was made.

Before ordering via the online store, the Buyer must ensure that his credit card can be used for online payment.

Online payment is made in accordance with the terms and conditions of the “Cyberplus Paiement/Systempay” system, provided by Banque Populaire Rives de Paris. The payment system uses the security protocol SSL (Secure Socket Layer) which performs the encryption of information and ensures safe banking data transmissions.

A paid and confirmed order is the one that has been accepted by the banking organisation. If the Buyer’s bank refuses debit authorisation on the Buyer’s bank account, the order process will be cancelled. The Buyer will be notified of this cancellation.

### **Article 4 – SHIPPING & DELIVERY**

Marlink validates the Buyer’s order within 24 hours (over working days) following order confirmation (see Art. 2) and then proceeds with the delivery of the order, with a maximum 10-day deadline for order processing and shipping.

Product orders paid online is shipped to the Buyer.

Rented Devices paid online will be handed over directly to the Buyer during the administrative checks of the event.

Marlink offers the following delivery options for Products:

Delivery to the delivery address indicated by the Buyer:

- By UPS in France.
- By DHL outside France.

A shipping charge will be applied based on weight and country of destination.



The shipping of Products is ex-works from Choisy le Roi (incoterm 2010); transport costs, insurance and any required customs clearance charges are paid by the Buyer.

No delivery is possible to South America and Russia or to any country that is not listed when selecting the destination for order delivery. For these countries, the Product is delivered during the administrative checks of the event.

Subject to stock availability, the reception of the Product is formalised by the Buyer's signature on the delivery document.

It is the responsibility of the Buyer to make any claims concerning the nature of the Product or due to any damage of the Product during transport, at the time of delivery, or to refuse the delivery. It is the obligation of the Buyer to confirm this claim by registered post with acknowledgement of receipt within seven (7) days following the delivery of the Product to:

Marlink Events SAS – Event Department

114/126, avenue d'Alfortville - F-94600 Choisy Le Roi - France

Rented Devices remain the exclusive, exclusive property of Marlink. The Buyer is prohibited from carrying out any repairs or modifications on the Rented Device. Any repair will be carried out by Marlink and the Buyer will be invoiced on the basis of maintenance prices included taxes.

#### **Article 5 – RIGHT OF WITHDRAWAL**

In accordance with the terms of articles L. 121-20 and L. 121-20-2 of the French Consumer Code, the Buyer benefits from seven (7) clear days from receipt of the Product to request an exchange or refund without penalty, except return shipping costs. The Product must be returned by registered post with acknowledgement of receipt (fee charged by sender) in its original packaging and in perfect condition, to:

Marlink Events SAS – Event Department

114/126, avenue d'Alfortville - F-94600 Choisy Le Roi - France

After verification of the returned Product, the refund of the Product is done in a timely manner and no later than thirty (30) days following receipt of the Product.

#### **Article 6 – PRICE & PAYMENT**

The prices of Products and Rented Devices are those indicated on the site at the date of ordering. Prices are indicated including taxes and not including delivery costs. Delivery costs are indicated on the site when appropriate.

Payment online is made by credit card. The credit card is debited at the time of ordering.

Regulation regarding the application of VAT on Rented Devices (considered as a service), article A 259-1 of the GTC (General Tax Code): The billing address is decisive for application of VAT.

- Billing excluding VAT:
  - for EC companies with an Intra-community VAT number
  - for companies / natural persons with an address outside of the ECException for Products: article 262.I.74 annex III of the GTC: Invoiced excluding VAT upon provision of a UPS/DHL export shipment declaration.
- Billing including VAT:
  - for French companies and French/EC natural persons



## **Article 7 – DEPOSIT FOR RENTED DEVICE**

A deposit is mandatory for each Rented Device. This deposit is payable to Marlink and must be made by cheque and/or credit card prior to the delivery of the Rented Device at administrative checks of the event.

Deposit amount in €, including VAT:

- Iritrack : 1,500.00€
- Smalltrack : 750.00€
- Distress beacon : 300.00€
- Satphone Iridium : 1,500.00€

Credit card deposit: the amount of the deposit will be debited from the Buyer's credit card and frozen for a period of one month starting from the date of the transaction. This amount is not cashed by Marlink, it is just blocked on the bank account! The Buyer must ensure that the amount of the deposit is available on his bank account and he may contact his bank in advance in order to authorise the reservation of the deposit amount to Marlink.

The deposit is cashed by Marlink in case of non-return, theft, destruction or launching of the distress beacon. The deposit also covers the payment of spare parts for the Rented Device procured during the event as well as After Sales Service repairs on the Rented Device. In case of deterioration or non-respect of the IP standard (Iritrack IP64), the cost of repairs will be retained from the deposit and is liable to be cashed within the 90 days following the event. Failure to return a Rented Device when the event has ended will automatically give rise to an invoice of €76 excluding taxes per week.

## **Article 8 – RETURN OF RENTED DEVICE**

The Rented Devices, namely Iritrack, the distress beacon and the sat phone, are returned at the end point of the Rally or at the bivouacs in the case of early abandonment, to the Marlink personnel. For each definitive return, the Buyer must request a receipt from the Marlink technician to whom he has returned the Rented Device. Without the receipt, no deposit will be returned. In the case of a return due to a malfunction, the Buyer must request a receipt mentioning the apparent reason for the malfunction of the Rented Device as well as its outward appearance.

## **Article 9 – LIABILITY**

Marlink will not be responsible for any inconvenience or loss due to the use of the Internet network, including an interruption of service, external hacking or presence of computer viruses, as well as generally any other event expressly described as force majeure, in accordance with the law.

## **Article 10 – DATA PRIVACY**

Data collected are used only by Marlink to inform its customers of offers and services. In accordance with the data protection act of 6 January 1978 modified by the law of 6 August 2004, the Buyer has a right of access and rectification, and when appropriate, a right to oppose the use of his personal data.

## **Article 11 – PROPERTY RESERVE**

The transfer of risks for the Products incurs upon removal from the Marlink warehouses. This means that the Buyer assumes all risks relating to the merchandise in transit.



### **Article 12 – DISPUTE RESOLUTION**

Any dispute concerning orders made on the online store must be in the first instance, and as far as possible, resolved by means of amicable negotiation between the Buyer and Marlink. Any dispute that cannot be resolved amicably will be judged by the Commercial Court of Paris.

### **Article 13 – GOVERNING LAW**

The parties agree that the law applicable to these general terms and conditions is the French law.

Marlink Events SAS reserves the right to revise these terms of online sale and rental without the Buyer being entitled to invoke any kind of prejudice.

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Marlink Events SAS,

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