

# General terms and conditions of sale of online products to professionals

## Preamble

This version is written in French and prevails in the event of any discrepancy with any translation into a foreign language.

These general terms and conditions of sale apply to all sales concluded to professional customers.

They are not valid for private consumers.

Websites:

wallgreenbox.shop  
wallgreenbox.fr  
wallgreenbox.pro

are published and operated by:

The company WALLBOXPRO S.A.S  
located at 885 Rue Louis Breguet – 62100 CALAIS, France

URL of the sites:

<https://wallgreenbox.shop>  
<https://wallgreenbox.fr>  
<https://wallgreenbox.pro>

E-mail:

[contact@wallgreenbox.shop](mailto:contact@wallgreenbox.shop)  
[contact@wallgreenbox.fr](mailto:contact@wallgreenbox.fr)  
[contact@wallgreenbox.pro](mailto:contact@wallgreenbox.pro)

telephone number: the number indicated on the website.

The company markets the following products: Accessories and equipment for electric and hybrid cars.

The customer declares that he or she has read and accepted the general terms and conditions of sale prior to placing his order. The validation of the order therefore implies acceptance of the general terms and conditions of sale. The company has also ensured that their acceptance is clear and unqualified by implementing a checkbox and a validation click.

The customer expressly declares that he is acting in a professional capacity and waives the

right to invoke the provisions applicable to consumers.

These general terms and conditions of sale apply to all sales made by WALLBOXPRO SAS to professional customers, regardless of the marketing method used, in particular via the wallgreenbox.shop, wallgreenbox.fr, or any other means of distance selling, including by exchange of emails, contact forms, quotes, etc. tenders or commercial negotiations.

Sales are concluded exclusively between professionals.

The client acknowledges that he is acting within the framework of his professional activity, including when it is an activity ancillary to his main activity, and expressly waives the right to invoke the protective provisions of the Consumer Code, including in cases where these could be discussed.

These general terms and conditions of sale are systematically brought to the attention of the customer prior to any order.

Any order, validation of a quote, written acceptance or payment, even partial, constitutes full, complete and unreserved acceptance of these general terms and conditions of sale.

## **Article 1 - Principles**

These General Terms and Conditions of Sale (GTCS) apply to all sales of products made by WALLBOXPRO SAS to professional customers.

They constitute the sole basis of the commercial relationship between the parties and take precedence over any other document, in particular any general terms and conditions of purchase of the customer, unless expressly and previously accepted in writing by the seller.

These T&Cs apply to the exclusion of all other conditions, in particular those applicable to sales in stores, through other distribution or marketing channels, or resulting from any document issued by the customer.

Any clause to the contrary opposed by the customer will, in the absence of express acceptance, be unenforceable against the seller, regardless of when it may have been brought to his attention.

No general terms and conditions of purchase or document issued by the customer may prevail over these T&Cs, even in the event of subsequent communication, unless expressly agreed in writing by the seller.

Any order, validation of a quote, written acceptance or payment, even partial, is equivalent to full, complete and unreserved acceptance of these T&Cs.

The T&Cs are accessible at any time on the wallgreenbox.shop and wallgreenbox.fr websites; and shall prevail, where applicable, over any other version or any other contradictory document.

The seller and the buyer agree that these T&Cs exclusively govern their relationship.

The seller reserves the right to modify these T&Cs at any time. The applicable T&Cs are

those in force on the date of payment (or the first payment in the case of split payments).

If a provision of these T&Cs is missing, it will be governed by the practices in force in the distance selling sector between professionals in France.

The seller reserves the right to derogate from certain clauses of these T&Cs by establishing expressly accepted special terms and conditions of sale.

The fact that the seller does not avail itself at a given time of any of the provisions of these T&Cs cannot be interpreted as a waiver of the right to invoke it at a later date.

All orders are firm, definitive and non-cancellable without the prior written consent of the seller.

The customer expressly refrains from circumventing the commercial, technical or contractual circuits set up by the seller, in particular by directly soliciting the latter for products, services or operations relating to contractual relations established with third parties, under penalty of incurring its contractual liability.

These T&Cs are applicable from 01 August 2025.

## **Article 2 - Content**

The purpose of these general terms and conditions is to define the rights and obligations of the parties in the context of the sale of the goods offered by the seller to the professional buyer.

These terms also apply to purchases made on the [wallgreenbox.shop](http://wallgreenbox.shop) and [wallgreenbox.fr](http://wallgreenbox.fr) websites; and delivered exclusively in mainland France, Corsica or the territory of the European Union accessible in the order tunnel. For any delivery in the French Overseas Departments and Territories or abroad, please send a message to the following e-mail address: [contact@wallgreenbox.shop](mailto:contact@wallgreenbox.shop) ou [contact@wallgreenbox.fr](mailto:contact@wallgreenbox.fr)

These purchases concern the following products: accessories and equipment for cars and other electric and/or hybrid vehicles, among others.

The products are intended exclusively for professional use. Any use outside of this scope is the sole responsibility of the customer.

Any use that does not conform to this use, or diverted from its initial purpose, is the sole responsibility of the customer and excludes any liability by the seller.

## **Article 3 - The order**

The buyer has the option of placing his order online, from the online catalogue and using the form that appears there, for any product, within the limit of available stocks.

The buyer will be informed by email of any unavailability of the product or goods ordered.

In order for the order to be validated, the buyer must accept, by clicking on the place indicated, these general terms and conditions, it being specified that this acceptance means that he has read them beforehand, and that he approves them without reservation in their entirety. He will also have to choose the address and the delivery method, and finally validate the payment method.

The sale will be considered final:

- after the confirmation of the acceptance of the order by the seller has been sent to the buyer by e-mail;
- and after the seller has collected the full price.

Any order implies acceptance of the prices and description of the products available for sale. Any dispute on this point will occur in the context of a possible exchange and the guarantees mentioned below.

In certain cases, including non-payment, wrong address, or other issue with Buyer's account, Seller reserves the right to hold Buyer's order until the issue is resolved.

In the event that an ordered product is unavailable, the buyer will be informed by email.

The cancellation of the order for this product and its possible refund will then be made, the rest of the order remaining firm and definitive.

For any question relating to the follow-up of an order, the buyer can call the following telephone number: number indicated on the website (cost of a local call), on the following days and times: Monday to Friday from 9 a.m. to 6 p.m., or send an email to the seller at the following email address: [contact@wallgreenbox.shop](mailto:contact@wallgreenbox.shop) or [contact@wallgreenbox.fr](mailto:contact@wallgreenbox.fr)

Any validated order is firm, definitive and non-cancellable, except with the express agreement of the seller.

Any order, including the result of a quote or a remote exchange, constitutes acceptance of these general terms and conditions of sale.

The seller reserves the right to cancel any order in the event of a manifest error in the price, in particular when the price displayed is derisory or manifestly inconsistent with the real value of the product, without this incurring its liability, the customer being then fully reimbursed for the sums paid.

No modification of the order can be taken into account after validation, except with the express written agreement of the seller.

The seller reserves the right to suspend or refuse any order, without notice, in the event of insolvency, abusive behavior, bad faith, ongoing litigation, suspected fraud, non-compliance with contractual obligations or identified risk affecting the proper performance of the business relationship.

#### **Article 4 - Electronic signature**

The online provision of the buyer's credit card number and the final validation of the order will constitute proof of the buyer's agreement to:

- due payment of the sums due under the purchase order;
- signature and express acceptance of all operations carried out.

In the event of fraudulent use of the bank card, the buyer is invited, as soon as this use is

observed, to contact the seller at the following telephone number: number indicated on the website.

## **Article 5 - Order confirmation**

The seller provides the buyer with an order confirmation, by e-mail.

## **Article 6 – Proof of the transaction – Digital proof – Technical data – Enforceability**

The computerized records, kept in the Seller's computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments made between the parties. The archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as evidence.

The client acknowledges the probative value of the digital elements exchanged or produced in the context of the commercial relationship, in particular:

- e-mails,
- computer recordings,
- photographs,
- videos,
- measurement readings,
- data from technical equipment,
- communication histories,
- and any usable digital medium.

These elements, when produced by the seller under normal conditions of conservation and integrity, are authentic between the parties and can be used as evidence, in particular in the event of a dispute.

The customer acknowledges that the photographs, videos or technical surveys taken by the seller during shipping, the preparation of orders or the processing of requests are enforceable.

The customer acknowledges that the technical and visual elements provided as part of the after-sales service must be usable, consistent, unaltered and allow for objective analysis.

The seller reserves the right to refuse any evidence provided by the customer that would be:

- incomplete,
- illegible,
- incoherent,
- undated,
- not localized,
- or manifestly unreliable.

Any non-contradictory evidence may be excluded.

The client undertakes to keep and provide any useful evidence allowing the technical analysis of the disputed situations.

The client acknowledges that the technical data, analyses, observations and digital elements produced or validated by the seller, or by any service provider mandated by him, will prevail over any non-contradictory assessment.

In the event of a dispute, the parties may have recourse to an adversarial expert opinion. If the adversarial principle is not respected, the elements produced by the customer will not be enforceable against the seller.

The seller's computer records, information systems and monitoring tools, kept under reasonable security conditions, are deemed reliable and are authentic until proven otherwise.

## **Article 7 – Products – Information – Prior technical acceptance**

### **7-1 – Product Information**

The products governed by these terms and conditions are those that appear on the seller's website and are indicated as sold and shipped by the seller. They are offered while stocks last.

The products are described and presented as accurately as possible. However, if errors or omissions may have occurred in this presentation, the seller cannot be held liable.

Photographs of the products are not contractual.

All products sold on the online site are marketed in accordance with the applicable requirements for their placing on the market within the European Union (CE marking), including France, which belongs to this market, or the United Kingdom (UKCA marking).

Please note that the provision of services (installation and other service of any kind consisting of the installation and/or commissioning of any equipment for charging) are regulated in each European country.

For France, Decree No. 2017-26 of 12 January 2017 (in its version in force to date) and the NF C 15-100 standard regulate the installation and commissioning of electrical equipment and only for installations carried out in France.

These texts do not regulate the sale of equipment, neither in France nor on the European or British market, but they regulate the installation or commissioning in FRANCE. Please do not confuse the standards of products for marketing with the installation standards specific to each country.

Regulations apply to the installation and commissioning of equipment in each country concerned.

The Seller acts exclusively as a supplier of the equipment and assumes no responsibility for the conditions of installation, commissioning or operation of the products.

The seller is committed to offering products adapted to the needs of professionals in a demanding technical framework.

The seller may, for information purposes, provide general information without these

constituting a technical validation engaging his liability.

The customer remains solely responsible for complying with the regulatory obligations applicable to its installation.

The customer acknowledges that he or she is an informed professional, with the necessary skills to assess the technical characteristics of the products and their suitability for his or her needs.

The customer acknowledges that he or she has the necessary technical skills or is assisted by a qualified professional in the purchase and use of the products.

Any installer, service provider or third-party intervener acts independently and under his or her sole responsibility, without any relationship of subordination or representation with the seller, even in the event of a recommendation by the latter for information purposes.

The seller cannot be held responsible for the technical choices, the sizing, the conditions of implementation or the interventions carried out by these third parties.

## **7-2 – Prior Technical Acceptance**

The customer acknowledges that the products marketed by the seller are technical equipment whose selection, sizing, integration and implementation require a prior analysis adapted to each installation.

Prior to placing any order, the customer declares that he or she has carried out, under his or her sole responsibility, all the necessary verifications relating in particular to:

- the suitability of the product for its needs,
- compatibility with its electrical installation,
- the sizing of its infrastructure,
- the applicable technical, environmental and regulatory constraints,
- the conditions for the implementation and operation of the product.

The client acknowledges that it has the necessary technical skills or is assisted by a qualified professional to carry out this preliminary analysis.

The customer acknowledges that the seller does not intervene in any way in this analysis and does not provide any personalized advice, technical study, sizing or validation of the installation.

As a result, any order constitutes prior technical validation by the customer of the suitability of the product to its needs and environment.

No incompatibility, inadequacy or technical constraint discovered after the order has been placed may be attributed to the seller or justify a cancellation, return, refund or implementation of a guarantee.

The customer acknowledges that any recommendation, information or indication that may be communicated by the seller, for commercial or informational purposes, does not in any way

constitute a technical validation engaging the responsibility of the seller.

This prior technical validation is a decisive condition for the seller's consent to the sale.

The Client acknowledges that any lack of prior technical analysis or any error in such analysis is its sole responsibility and shall not be attributed to the Seller in any way.

## **Article 8 - Prices**

The seller reserves the right to change its prices at any time for future orders but undertakes to apply the prices in force indicated at the time of the order, subject to availability on that date.

The prices of products sold through the websites are indicated in euros. They do not take into account the delivery costs, which are invoiced in addition, and indicated before the order is validated. Prices take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically reflected in the price of the products in the online store. Payment of the full price must be made at the time of ordering. At no time can the sums paid be considered as a deposit or deposit.

If one or more taxes or contributions, particularly environmental taxes, were to be created or modified, either upwards or downwards, this change could be reflected in the selling price of the products.

For all products shipped outside the European Union and/or DOM/TOM, the price is calculated excluding taxes on the invoice. Customs or other local taxes or import duties or state taxes may be payable in certain cases. These rights and sums are not the responsibility of the seller. They will be paid by the buyer and are his responsibility (declarations, payment to the competent authorities, etc.). The seller invites the buyer to obtain information on these aspects from the relevant local authorities.

## **Article 9 - Payment**

### **9-1 - Method of Payment**

This is an order with an obligation to pay, which means that placing the order implies a payment by the buyer, including for pre-order products.

To pay for the order, the buyer has, at his choice, all the payment methods made available to him by the seller and listed on the seller's website. The buyer guarantees to the seller that he has the necessary authorisations to use the payment method chosen by him, when validating the purchase order. The seller reserves the right to suspend all order processing and delivery in the event of refusal of credit card payment authorization by officially accredited organizations or in the event of non-payment. In particular, the seller reserves the right to refuse to make a delivery or to honour an order from a buyer who has not paid in full or in part for a previous order or with whom a payment dispute is being administered.

Payment of the price is made in full on the day of the order, according to the following terms and conditions (non-exhaustive list):

- bank card,
- bank transfer,

- payment in installments (paid option if applicable to the order)

Payments made by the buyer will only be considered final after the actual collection of the sums due by the seller.

Any delay in payment automatically entails:

- the immediate payment of all sums due,
- the application of late payment interest calculated on the basis of the ECB's key interest rate increased by 10 points,
- a lump sum indemnity for recovery costs of 40 euros in accordance with Article D441-5 of the French Commercial Code.

## **9-2 – Lack of compensation – Prohibition of suspension**

The payment of the price is an essential obligation of the customer, independent of any other contractual obligation.

The client is strictly prohibited from:

- suspend, delay or defer payment,
- to make any set-off, deduction or deduction,
- to invoke a dispute, a claim or a dispute, whatever its nature,

to justify a total or partial default.

Any amount due to the seller must be paid on its due date, without reservation or condition.

In the event of a dispute, the customer undertakes to pay the sums due in full, then, if necessary, to exercise his rights in a second phase, without impact on the due date of the payments.

Any unilateral set-off made by the customer will be considered null and void and unenforceable against the seller.

In the event of non-compliance with these provisions, the seller may:

- demand immediate payment of all sums due,
- suspend any order or delivery in progress,
- refuse any new order,
- require advance payment for any future orders,
- apply the late payment penalties provided for in these T&Cs.

The customer acknowledges that any withholding of payment constitutes a serious breach of its contractual obligations, which may incur its liability.

The customer expressly waives the right to invoke any exception of non-performance to suspend its payment obligations.

The provisions of this article shall apply without prejudice to the rights of the seller to obtain

compensation for any damage suffered.

## **Article 10 – Availability of products – Delivery – Deadlines – Refund – Resolution**

Except in the event of force majeure or exceptional closure of the seller, the products are shipped within the limit of available stocks.

The shipping time corresponds to the time elapsed between the validation of the order and the actual delivery of the products to the carrier. The delivery time corresponds to the time it takes for the carrier to transport the products to the place of delivery indicated by the customer.

Shipping and delivery times are provided for information purposes only. They depend in particular on the availability of products, logistical constraints, supply conditions and carriers.

No deadline is contractually guaranteed, unless the seller makes an express written commitment.

The client acknowledges that the deadlines are provided for information purposes only and do not constitute a firm commitment, unless expressly stipulated otherwise.

The customer acknowledges that any temporary unavailability, stock shortage or supply constraint shall not engage the responsibility of the seller or justify an order cancellation, a refusal of delivery or compensation.

The customer acknowledges that delivery times are not an essential condition of the contract.

The client waives the right to avail itself of any reasonable period of time not expressly agreed.

Unless the seller is guilty of gross negligence, no delay may result in the cancellation of the order, refusal of delivery, suspension of payment, request for reimbursement or compensation.

The transport is entrusted to an independent third-party service provider, acting independently. The seller acts exclusively as a sender.

The customer acknowledges that the performance of the transport is the sole responsibility of the carrier.

In the event of loss, damage or delay attributable to the carrier, the seller may assist the customer in his or her efforts, without taking the place of the latter in the exercise of the remedies.

The seller can only be held liable in the event of proven fault in the organization of the shipment.

Consequently, the seller cannot be held liable for delays, losses, damages or defects in performance attributable to the carrier.

Any claim relating to transport is the responsibility of the carrier and must be exercised by the customer in accordance with the applicable legal provisions.

No delay attributable to a third party, in particular the carrier, suppliers or any logistical constraint, may give rise to compensation, penalties or damages.

In any event, the seller cannot be held liable for indirect damage resulting from a delay in delivery.

No cancellation or modification of an order can be accepted after validation, including in the event of a delay in delivery, unless expressly agreed in writing by the seller.

Any request for cancellation based on constraints specific to the client, its construction sites, its subcontractors, its end customers or its internal organisation will be refused.

In the event of unavailability of a product, the seller will inform the customer as soon as possible. The seller may, at its option, offer a replacement, a credit note or a partial refund corresponding to the unavailable product, to the exclusion of any other compensation.

The refund, when exceptionally due, can only be made after the goods have been effectively collected, their condition has been fully checked and the seller has expressly validated them.

No refund can be made if the products are not returned in accordance with the products.

Any refusal of delivery not justified by a serious and proven non-conformity will be considered abusive.

In the event of refusal of delivery, non-collection of the package, repeated absence, incorrect address or any impossibility of delivery attributable to the customer, the package will be returned to the seller at the customer's expense.

The seller reserves the right to invoice all costs incurred, including in particular:

- outbound transport costs, - return costs, - storage costs, - handling costs, - logistics management costs, - as well as any costs directly attributable to the customer's default.

These costs constitute compensation for actual damage and cannot be considered as a penalty.

The seller also reserves the right to suspend any new order or to require advance payment in the event of a delivery incident attributable to the customer.

The customer acknowledges that it is his responsibility to monitor the delivery of the packages, to make all necessary arrangements for their reception and to cooperate with the carrier.

Any failure to cooperate may result in the impossibility of processing any complaint.

The seller reserves the right to split deliveries without this giving rise to any dispute or compensation.

Each partial delivery is a separate operation that can be invoiced separately.

The risks are transferred to the customer in accordance with the provisions of Article 13 of these GTC.

## **Article 11 – Approval of products – Reservations – Compliance**

Delivery is deemed to have been made as soon as the products are made available to the customer or his representative, materialized in particular by the signature of the delivery note, the transport document or any other proof of delivery.

It is the responsibility of the customer to check, at the time of receipt and in the presence of the carrier, the apparent condition of the products, their conformity and their quantity.

Any apparent anomaly, in particular damaged package, missing product, damage, deterioration or visible non-conformity, must be the subject of precise, complete, detailed and detailed reservations on the transport document given to the carrier.

No claim may be based on elements that are not contradictorily established at the time of delivery.

Reservations must explicitly describe the nature of the damage observed. General or imprecise statements such as "subject to unpacking", "damaged package", "deteriorated packaging" or any equivalent formula are insufficient and cannot be taken into account.

The reservations must be contradictory, precise and contemporaneous with the delivery.

The customer undertakes to confirm these reservations in writing with the carrier within the applicable legal deadlines, and to send a copy to the seller without delay.

In the absence of compliant, precise and complete reservations formulated at the time of receipt, the products will be deemed to be accepted as is, without any possible recourse for apparent damage, either against the carrier or the seller.

The customer acknowledges that failure to comply with these obligations may prevent any subsequent claims.

The burden of proof of the anomalies invoked lies exclusively with the client, who must establish them by any useful means, in particular photographs, videos, contradictory reports or any usable technical element.

Any complaint relating to an apparent non-conformity or a delivery anomaly must be made in writing to the seller within a maximum period of forty-eight (48) hours from receipt of the products.

Otherwise, no claim can be taken into account.

The customer shall refrain from refusing delivery in the event of a minor defect or anomaly that does not substantially affect the use of the products.

Any refusal to deliver not justified by a serious and proven non-conformity will be considered abusive and may result in the invoicing of all costs incurred.

The signing of the delivery note without reservation or with insufficient reservations is equivalent to acknowledging the apparent conformity of the products and implies definitive acceptance of them.

The customer acknowledges that any late claim or claim that does not comply with this procedure is not enforceable against the seller.

In the event of a dispute, the seller reserves the right to require any additional evidence and, if necessary, to carry out any useful verification.

No claim may be validly examined without strict compliance with this procedure.

## **Article 12 - Delivery errors**

The buyer must make any claim of delivery error and/or product error in kind to the Seller on the same day of delivery or within a maximum period of 48 hours following delivery. Any claim made after this period will be rejected.

The claim may be made, at the option of the buyer:

- by telephone at the following number: number indicated on the website;
- by e-mail to the following address: [contact@wallgreenbox.shop](mailto:contact@wallgreenbox.shop) or [contact@wallgreenbox.fr](mailto:contact@wallgreenbox.fr)

Any claim not made in accordance with the rules defined above and within the time limits set will not be taken into account and will release the seller from any liability towards the buyer. Upon receipt of the complaint, the seller will assign an exchange number for the product(s) concerned and communicate it by e-mail to the buyer. The exchange of a product can only take place after the exchange number has been assigned.

In the event of a delivery or exchange error, any product to be exchanged or refunded must be returned to the seller in its entirety and in its original packaging, by Registered Parcel, to the following address: WALLBOXPRO S.A.S, 885 rue Louis Breguet - Bât C6 – 62100 CALAIS, France

Return shipping costs are the responsibility of the seller only in the event of a delivery error attributable to the seller.

In all other cases, the return costs remain at the customer's expense.

The customer acknowledges that any product delivered in error remains the property of the seller.

He or she is prohibited from any use, conservation, transfer or deterioration of this product without the prior agreement of the seller.

In the event of non-return, the seller may invoice the value of the product and take any useful action.

## **Article 13 – Transfer of risk**

The transfer of ownership of the Seller's Products to the Client will only be carried out after full payment of the price by the latter, regardless of the date of delivery of the said Products.

Regardless of the date of the transfer of ownership of the Products, the risk of loss and damage passes to the Client upon delivery of the Products to the carrier.

The customer waives any dispute relating to the transport after the transfer of risks.

The customer acknowledges that any recourse related to transportation shall be exercised exclusively against the carrier.

## **Article 14 – Safeguards**

### **14.1 – Absence of commercial warranty**

The seller does not grant any commercial or contractual guarantee beyond the legal warranty against latent defects provided for in articles 1641 et seq. of the Civil Code.

No intervention, assistance or exchange with the customer may be interpreted as granting a commercial guarantee.

### **14.2 – Warranty against latent defects**

The seller is bound by the legal warranty against hidden defects under the conditions strictly defined by articles 1641 et seq. of the Civil Code.

The implementation of this guarantee presupposes the cumulative demonstration, by the customer, of the following elements:

- the existence of an intrinsic defect affecting the product, which was not apparent at the time of sale;
- the anteriority of this defect to the sale;
- the sufficiently serious nature of the defect making the product unfit for the use for which it is intended or significantly reducing its use.

The customer acknowledges that the implementation of this warranty presupposes the rigorous demonstration of a defect intrinsic to the product, independent of any condition of installation, commissioning, use, configuration or electrical environment.

In the absence of such elements, no failure can be attributed to the product.

The burden of proof lies exclusively with the customer.

The seller reserves the right to require any contradictory verification, expertise or return of the product to the workshop in order to carry out its own analyses.

No warranty can be implemented in the absence of reproduction of the defect under normal conditions of use.

The customer acknowledges that the products are presumed to be compliant when they are placed on the market and when they are delivered.

Any failure observed after delivery is presumed to result from causes external to the product, in particular related to installation, electrical environment, use or configuration, unless proven otherwise by the customer.

In the absence of a clear, complete and technically exploitable demonstration of an intrinsic defect in the product, any claim will be deemed unfounded.

The customer acknowledges that any technical uncertainty, doubt as to the origin of the defect or impossibility of reproduction under normal conditions of use benefits the seller.

The client acknowledges that any lack of usable technical evidence is sufficient to exclude any indictment of the seller.

The burden of proof of a defect attributable to the product is aggravated and lies exclusively with the customer.

### **14.3 – Exclusion of external causes**

The customer acknowledges that any malfunction resulting, directly or indirectly, from the conditions of installation, sizing, connection, quality of the electrical network, configuration or use cannot characterize a hidden defect attributable to the product.

### **14.4 – Exclusions of warranty**

The warranty against latent defects cannot be implemented if the alleged defect originates, directly or indirectly, in a cause external to the product or in non-compliant conditions of installation, use, commissioning, configuration or environment.

The customer acknowledges that the products marketed are technical equipment whose proper functioning depends directly on the conditions of installation, sizing, implementation, configuration and operation.

Consequently, no malfunction can be attributed to the product in the absence of demonstration of an intrinsic defect, independent of any external cause.

In particular, the following are excluded from any warranty, without this list being exhaustive:

- any installation that does not comply with the standards in force in the country of installation;
- any installation carried out in violation of the rules of the art or by a professional who does not have the required qualifications (in particular EVSE where applicable);
- any defect in the design, sizing, protection or selectivity of the electrical installation;
- any incompatibility between the product and the customer's installation or technical environment;
- any use that does not comply with technical specifications, manufacturer documentation or the intended purpose of the product;
- any configuration, configuration or commissioning errors;
- any failure to service, maintain or periodically check the product;
- any lack of maintenance or maintenance that does not comply with the applicable recommendations;

- any overvoltage, grid fluctuation, power quality fault, phase imbalance, ground fault, electrical disturbance or unstable electrical environment;
- any external event such as lightning, fire, flood, shock, excessive humidity or unsuitable environmental conditions;
- any unauthorized intervention, modification, dismantling, opening or attempted repair;
- any alteration, removal or deterioration of the product's identification or safety label;
- any misuse or abnormal use of the product;
- any use in an environment or for a use that is not compatible with its technical characteristics.

The customer acknowledges that phenomena such as heating, protection tripping, outages, communication losses or any other electrical behaviour may result from multiple causes related to the installation or its environment and cannot, on their own, characterise a product defect.

No product can be considered defective if the defect is not reproduced under normal conditions of use and on an installation that complies with the rules of the art.

Any unauthorized intervention on the product makes it impossible to characterize the origin of the defect and excludes any indictment of the seller.

The customer acknowledges that the demonstration of an intrinsic defect in the product requires precise, objective, verifiable and reproducible technical elements.

Otherwise, no guarantee can be implemented.

#### **14.5 – Installation conditions (EVSE and technical installations)**

The customer acknowledges that the seller is only acting as a supplier of equipment and does not carry out any activity of installation, commissioning, control or validation of the installations.

Any installation service constitutes a separate contractual relationship between the customer and the professional concerned.

The seller cannot be held responsible for the services provided by these third parties, including when they have been recommended.

The customer acknowledges that the products sold require installation in accordance with the standards in force in the country of installation.

The conformity of the installation is an essential and decisive condition for the sale. Otherwise, the seller cannot be held liable.

In France, the installation must comply with:

- Decree No. 2017-26 of 12 January 2017 (in its version in force to date and its references to the Energy Code)
- the NF C 15-100 standard,
- EVSE obligations, including EVSE qualification.

The seller does not intervene in any way in the installation of the products. The customer is solely responsible for:

- the sizing of its installation,
- the choice of electrical protection,
- compliance with the applicable standards,
- the choice and qualification of the professional involved. No installation defect can be attributed to the seller.

The seller cannot be held responsible for interventions, diagnoses or recommendations carried out by third parties, in particular installers, electricians or control offices.

The customer acknowledges that any professional involved in the installation acts independently and under his sole responsibility, without any relationship of subordination or representation with regard to the seller, including when he has been recommended for information purposes.

The customer expressly acknowledges that the purchase of the products is carried out under his sole responsibility as to their destination, compatibility and implementation, even in the absence of their own technical skills.

#### **14.6 – Product Compatibility**

The seller does not guarantee the compatibility of the products with the customer's installation or with any specific technical environment.

It is the customer's responsibility to check, prior to ordering, the suitability of the products for their needs and installation.

#### **14.7 – Technical Analysis Procedure (SAV)**

Any request for assistance, analysis, warranty or technical intervention does not constitute an acknowledgement of warranty, nor an admission of liability on the part of the seller.

Any request must be made in writing and be part of the processing process defined by the seller. The seller reserves the right to refuse any request that does not comply with this framework.

All applications must be accompanied by the following elements:

- purchase invoice,
- precise, detailed and technically usable description of the alleged defect,
- complete, continuous, legible and usable photos and videos of the product, the installation and the malfunction observed,
- certificate of conformity of the installation,
- installation or intervention report drawn up by a qualified professional (EVSE if applicable),
- technical measurement records carried out with suitable instruments,
- Product service and maintenance history.

The information provided must allow for a serious, objective and contradictory technical analysis.

The customer expressly acknowledges that the demonstration of a defect attributable to the product requires the production of precise, consistent, verifiable and reproducible technical elements, established under normal conditions of use and on an installation that complies with

the rules of the art and the applicable standards.

The burden of proof of a defect attributable to the product lies exclusively with the customer.

The seller reserves the right to:

- to refuse any incomplete, inconsistent or unusable application,
- suspend the processing of an application pending additional information,
- to close a request in the event of a lack of response or cooperation from the customer,
- to require the return of the product for analysis in the workshop before any position is taken.

The customer undertakes not to make any modification, opening, dismantling or intervention on the product before its return, under penalty of making any analysis impossible.

Any unauthorized intervention makes it impossible to determine the origin of the defect and excludes any incrimination of the seller.

No analysis can be carried out if the defect is not reproduced under normal conditions of use.

The seller is not bound by any obligation of result in the context of any technical exchanges, analyses or assistance provided.

The silence of the seller, the absence of a response or the continuation of technical exchanges cannot be interpreted as an admission of defect, liability or warranty.

The seller reserves the right to refuse any request that is abusive, repetitive, dilatory or manifestly unfounded.

The after-sales service does not constitute a general technical assistance, training, remote diagnosis or installation support.

Any request exceeding this framework may be refused or subject to a specific invoice.

If the request does not reveal any defect attributable to the product or does not fall within the scope of the applicable warranties, the seller reserves the right to charge the costs of analysis, treatment, expertise or intervention incurred.

Any appraisal carried out at the initiative of the client must be adversarial, in the presence of the seller or after prior summons of the latter under conditions allowing its effective participation.

Otherwise, the conclusions of this expert report will not be enforceable against the seller.

The technical data, analyses and findings made or validated by the seller, or by any party mandated by him, will prevail over any non-contradictory assessment.

If the requested information is not sent within fifteen (15) days, the seller may consider that the customer does not wish to continue with the request.

#### **14.8 – Products not purchased from the seller**

The seller does not provide any after-sales service for products that have not been purchased directly from him.

The customer is obliged to contact his initial supplier.

#### **14.9 – Abusive requests**

Any request that is abusive, manifestly unfounded, or does not comply with these conditions may give rise to the invoicing of processing, analysis and management fees.

#### **14.10 – Limitation of Liability**

The seller's liability is strictly limited, for all causes, to the amount actually paid by the customer for the product in question.

This limitation applies per claim and per contract year.

Under no circumstances may the seller's liability exceed an overall annual ceiling.

The seller cannot be held liable under any circumstances in the event of non-compliance by the customer with technical, regulatory or installation obligations.

The seller may not be held liable in any way for indirect damages, including, but not limited to, operating losses, loss of turnover, loss of data, loss of goodwill, commercial or financial loss, or any damage resulting from business interruption.

In any event, the seller's liability is limited to direct, material and proven damage only, to the exclusion of any other damage.

### **Article 15 – No right of withdrawal – Returns – Conditions**

#### **15.1 – No right of withdrawal in B2B**

The client expressly acknowledges that he is acting within the framework of his professional activity.

The customer acknowledges that the products ordered are intended for use in connection with its activity, operation or professional needs, including as accessory equipment or necessary for its operation.

Consequently, no right of withdrawal applies.

The provisions of the Consumer Code relating to the right of withdrawal are expressly excluded.

#### **15.2 – Principle: total absence of rework**

Unless expressly agreed in advance and in writing by the seller, no return, exchange, return or refund of goods is accepted.

All validated orders are firm, definitive and non-cancellable.

No return accepted on an exceptional basis shall be construed as an acquired right, a trade

practice or an obligation on the part of the seller.

The seller reserves the right to refuse any return request, in particular when it results from:

- an order error attributable to the customer,
- technical incompatibility,
- a poor assessment of the need,
- a constraint related to a construction site, an end customer or a third party,
- or any cause unrelated to the product.

### **15.3 – Exceptionally accepted returns**

In strictly exceptional cases, the seller may accept a return, without this acceptance constituting an acknowledgement of liability, defect or warranty.

Any request must be made in writing within a maximum of seven (7) days from delivery.

After this period, no application can be examined.

All requests must be justified, detailed and accompanied by any useful supporting elements.

Acceptance of a return is at the sole discretion of the seller.

The seller will endeavour, as far as possible, to provide a solution adapted to the particular situations.

Any return accepted on an exceptional basis may not be invoked as a precedent or create a right for the benefit of the customer.

### **15.4 – Mandatory conditions for accepting returns**

In the event of exceptional acceptance, the products must be returned:

- complete,
- in their original packaging,
- in perfect condition,
- strictly not installed,
- not connected,
- not powered on,
- not configured,
- unused,
- without any trace of assembly, manipulation or alteration,
- with all accessories, instructions and documents,
- with their identification tag intact.

Any product that has been installed, connected, energized, configured or used, even partially, will be considered technically non-resalable as is and cannot be returned.

Any product that is incomplete, damaged, modified, altered or without its original packaging may be refused or subject to an additional discount.

## 15.5 – Financial conditions

In the event of exceptional acceptance of a return:

- **the initial delivery costs** remain with the seller, including in the event of a commercial offer,
- **the return costs** are entirely at the expense of the customer,
- the return must be made with a tracked, insured and signed transport,
- The risks associated with return transport are borne exclusively by the customer until received by the seller.

**A minimum flat-rate discount of twenty-five percent (25%) of the amount excl. VAT** of the returned products will be applied. The customer acknowledges that this discount constitutes a flat-rate estimate of the damage suffered by the seller.

This discount corresponds in particular to the costs of:

- logistics processing,
- technical inspection,
- reconditioning,
- restocking,
- commercial depreciation.

The seller reserves the right to apply a **higher discount** in the event of:

- degradation,
- Trace of use,
- deteriorated packaging,
- missing accessory,
- need for restoration,
- or impossibility of immediate remarketing.

## 15.6 – Validation of returns

Any return must be subject to:

- a prior written agreement from the seller,
- a return number,
- strict compliance with the instructions communicated.

Any unauthorised return may be refused, kept at the customer's disposal or reshipped at the customer's expense.

Physical acceptance of a package does not constitute acceptance of the return or validation of a refund.

## 15.7 – Refund

Any refund will only be made after:

- effective receipt of products,
- complete control of their condition,
- verification of compliance with the return conditions,
- express validation by the seller.

The refund will be made after deduction:

- delivery costs,
- return shipping costs,
- applicable discounts,
- and any outstanding amount owed by the customer.

No refund can be made in the absence of a compliant return.

The seller may offset any amount due against any refundable amount.

### **15.8 – Distinction from guarantees**

The commercial returns referred to in this Article shall be separate from the warranty or technical analysis procedures provided for in Article 14.

Any claim based on a defect in the product falls exclusively under Article 14.

Acceptance or rejection of a commercial return does not affect whether or not there is a defect in the product.

### **15.9 – Power on – Installation – Irreversible acceptance**

The customer acknowledges that the products marketed are technical equipment intended to be installed, connected and energized in a compliant electrical environment.

Customer acknowledges that any installation, connection, power-up, configuration or commissioning of the Product is an irreversible technical step.

Consequently, any power-up, even partial, of the product implies recognition by the customer:

- the apparent conformity of the product delivered,
- its suitability for the use for which it is intended,
- its compatibility with its installation,
- and the absence of any apparent defect preventing its commissioning.

The power on of the product, whether carried out directly by the customer or by any third party acting on his behalf, implies final and irrevocable acceptance of the product.

From the time of this switch-on, no return, exchange or refund may be accepted, even in exceptional cases, except within the strict framework of the applicable legal guarantees and subject to demonstration of an intrinsic defect in the product.

The customer acknowledges that any intervention after delivery, in particular installation,

connection, configuration or use, is likely to alter the condition of the product and make it impossible to re-market it.

As a result, any product that has been energized will be considered used and not resaleable as is.

The customer undertakes not to power up any power before having carried out all the necessary technical checks, in accordance with article 7-2 of these general terms and conditions.

The seller cannot be held responsible for the consequences of powering up under conditions that do not comply with the rules of the art, applicable standards or technical recommendations.

The customer acknowledges that any power-up of the product without prior complete validation of its installation constitutes a use under its sole responsibility and excludes any liability by the seller.

## **Article 16 – Abusive Conduct and Fraud**

The seller reserves the right to refuse, suspend or limit any business relationship in the event of abusive, fraudulent or manifestly excessive behaviour.

The following are concerned:

- repeated unfounded disputes,
- abusive refusal of delivery,
- excessive technical demands,
- any attempt at fraud or product substitution.

The seller will be able to:

- refuse any order,
- require advance payment,
- invoice the costs incurred,
- take any necessary action.

These provisions apply without prejudice to any damages that may be claimed.

## **Article 17 - Force majeure**

Any circumstances beyond the control of the parties that prevent the performance of their obligations under normal conditions are considered as grounds for exemption from the obligations of the parties and lead to their suspension.

The party invoking the circumstances referred to above must immediately notify the other party of their occurrence and disappearance.

Force majeure shall be considered as any irresistible facts or circumstances beyond the control of the parties, external to the parties, unforeseeable, unavoidable, beyond the control of the parties and which cannot be prevented by the parties, despite all reasonable efforts.

Specifically, the following are considered to be cases of force majeure or fortuitous events, in

addition to those usually retained by the case law of the French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the shutdown of telecommunications networks or difficulties specific to telecommunications networks external to customers.

The parties will come together to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued. If the force majeure event lasts longer than three months, these general terms and conditions may be terminated by the injured party.

### **Article 18 - Intellectual property**

The content of the websites remains the property of the seller, who is the sole owner of the intellectual property rights to this content.

Buyers agree not to make any use of this content; Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

### **Article 19 - Partial non-validation**

If one or more provisions of these general terms and conditions are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

### **Article 20 - Non-Waiver**

The fact that one of the parties does not invoke a breach by the other party of any of the obligations referred to in these general terms and conditions cannot be interpreted in the future as a waiver of the obligation in question.

### **Article 21 - Title**

In the event of a difficulty of interpretation between any of the titles appearing at the top of the clauses, and any of the clauses, the titles will be declared non-existent.

### **Article 22 - Language of the contract**

These general terms and conditions of sale are written in French. In the event that they are translated into one or more foreign languages, only the French text will be authentic in the event of a dispute. The fact that, as the case may be, the usual exchanges between the parties take place in whole or in part in a language other than the French language, can in no way be considered as a waiver of the application of these general terms and conditions of sale or of any of its stipulations.

### **Article 23 - Applicable law**

These general terms and conditions of sale are subject to French law.

In the event of a dispute, exclusive jurisdiction is attributed to the Commercial Court of Boulogne-sur-Mer, even in the event of multiple defendants or third party claims, including for emergency or protective procedures.

### **Article 24 - Protection of personal data**

The data controller is the company WALLBOXPRO SAS.

The legal basis for the processing is the performance of the contract, compliance with legal obligations and, where applicable, the consent of the customer.

### **Data collected**

The personal data that is collected on the websites is as follows:

- account opening: when the client's account is created, his name; first name; email address; telephone number; postal address;
- login: when the customer connects to the website, the customer records, in particular, his surname, first name, connection data, usage data, location data and payment data;
- profile: the use of the services provided on the website makes it possible to fill in a profile, which may include an address and a telephone number;
- payment: as part of the payment for the products and services offered on the website, the website records financial data relating to the customer's bank account or credit card;
- communication: when the website is used to communicate with the seller, the data concerning the customer's communications are subject to temporary storage;
- cookies: cookies are used in the context of the use of the website. The customer has the option to disable cookies from their browser settings;
- Data is not transferred outside the European Union unless there is an appropriate guarantee in accordance with the GDPR;
- The data is hosted within the European Union by service providers that comply with the requirements of the GDPR.

### **Use of personal data**

The purpose of the personal data collected from customers is to provide the services of the website, to improve them and to maintain a secure environment.

Specifically, the uses are as follows:

- access and use of the website by the customer;
- management of the operation and optimization of the website;
- organisation of the terms and conditions of use of the Payment Services;
- verification, identification and authentication of the data transmitted by the customer;- proposal to the customer of the possibility of communicating with the seller;
- implementation of customer assistance;
- personalisation of services in compliance with the applicable regulations, according to their preferences;
- prevention and detection of fraud, malware (malicious software) and management of security incidents;- management of possible disputes with customers;
- Sending commercial and advertising information, according to the customer's preferences.

### **Data retention period**

Personal data is kept for the time strictly necessary for the purposes for which it is collected, and for a maximum of the applicable legal period. Billing data is kept for 10 years in accordance with accounting obligations.

### **Sharing personal data with third parties**

Personal data may be shared with third-party companies, in the following cases:

- when the customer uses the payment services, for the implementation of these services, the website is in contact with third-party banking and financial companies with which it has

entered into contracts;

- when the customer publishes, in the free comment areas of the website, information accessible to the public;
- when the customer authorises a third party's website to access their data;
- when the website uses the services of service providers to provide customer support, advertising and payment services. These service providers have limited access to the customer's data, in the context of the performance of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on the protection of personal data;
- if required by law, the website may carry out the transmission of data to follow up on claims made against the website and to comply with administrative and judicial procedures;
- if WALLBOXPRO SAS is involved in a merger, acquisition, sale of assets or receivership proceedings, it may be required to sell or share all or part of its assets, including personal data. In this case, customers would be informed, before the personal data is transferred to a third party.

### **Security and privacy**

The website implements organisational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a completely secure environment and the website cannot guarantee the security of the transmission or storage of information over the Internet.

### **Implementation of customer rights**

In accordance with the regulations applicable to personal data, customers have the following rights, which they can exercise by making their request to the following address: [contact@wallgreenbox.shop](mailto:contact@wallgreenbox.shop) or [contact@wallgreenbox.fr](mailto:contact@wallgreenbox.fr)

- the right of access: they can exercise their right of access, to know the personal data concerning them. In this case, before exercising this right, the website may request proof of the customer's identity in order to verify its accuracy.
- the right to rectification: if the personal data held by the website is inaccurate, they may request that the information be updated.
- The right to delete data: Customers may request the deletion of their personal data, in accordance with applicable data protection laws.
- the right to restriction of processing: customers may ask the website to limit the processing of personal data in accordance with the assumptions provided for by the GDPR.
- the right to object to the processing of data: customers may object to their data being processed in accordance with the assumptions provided for by the GDPR.
- the right to portability: they can request that the website hand over the personal data provided to it in order to transmit it to a new website.
- The customer also has the right to set guidelines for the fate of his or her data after his or her death.

### **Evolution of this clause**

The Website reserves the right to make any changes to this Privacy Policy at any time. If a change is made to this personal data protection clause, the website undertakes to publish the new version on its website. The website will also inform customers of the change by email, at least 15 days before the effective date. If the customer does not agree with the terms of the new wording of the personal data protection clause, he has the option to delete his account.

The customer also has the right to lodge a complaint with the CNIL ([www.cnil.fr](http://www.cnil.fr)).