Terms and conditions of use
website gilisymo.com

The " gilisymo.com" site ("the Site") offers for sale electronic cards, and accessories or electronic components, some of which in the form of custom-made prototypes, for professional or Individual customers.

These general conditions of sale are thus applicable to all Orders placed on the Site by Customers, privately or in the context of their professional activity.

1. DEFINITIONS

For the purposes of these General Conditions, the terms below will be defined as follows:

- Customer: natural or legal person placing an Order on the Site;
- Individual Customer: natural person acting exclusively in a private capacity, for his own needs, and falling under the status of "consumer" within the meaning of the introductory article of the Consumer Code;
- Professional Customer: natural or legal person acting within the framework of their professional activity;
- Order: purchase of one or more Products by the Customer on the Site; resulting from the acceptance process described in these General Terms and Conditions;
- GILISYMO (or "the Seller"): Mr. Giovanni SCOZZOLA, registered in the Grenoble Trade and Companies Register under number 820 515 070, whose head office is located at 2 rue de Clapières 38120 St Egrève;
- Product: electronic card, protective glass, Bluetooth card sensors and, in general, any product, material, or system; developed, developed and/or marketed by GILISYMO;
- Personalized Product: Product designed, developed and manufactured by GILISYMO, on the basis of technical specifications provided by the Customer, as part of a prototyping service;
- Site: the online sales website "gilisymo.com", operated by GILISYMO. ;

2. ACCEPTANCE AND MODIFICATION OF THE GENERAL CONDITIONS OF SALE

Any Order implies prior and unreserved acceptance of these general conditions of sale, which express the rights and obligations of the parties and govern all the steps necessary for placing and monitoring the order.

The Customer acknowledges having read them and expressly declares to accept them when he ticks the words "I accept the General Conditions of Sale". Their acceptance entails an obligation to pay for the Products ordered, which is expressly recognized by the Customer.

These General Conditions of Sale apply to the exclusion of all other conditions, and in particular those applicable through other distribution and marketing channels. They are accessible at any time on the Site and will prevail, where applicable, over any other version or any other contradictory document.

The general conditions of sale may be subject to modifications. In this case, the applicable conditions are those in force on the Site on the day the Order is placed by the Customer.

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In addition, in accordance with the provisions of article L. 221-1 3° of the Consumer Code, the Customer has the option of storing these general conditions of sale on a durable medium, in order to be able to refer to them later during a suitable period of time and which allows the identical reproduction of the stored information.

3. INFORMATION PRECONTRACTUELLE

3.1. Information Terms

The Customer acknowledges having been informed, prior to placing his Order, in a clear and understandable manner, of these General Conditions of Sale and of all the information listed in article L.221-5 of the Consumer Code, and in particular the following information:

- the essential characteristics of the Products, as published on the Site, and referred to in this article;
- the price of the Products and related costs (delivery, for example);
- the date or deadline at which GILISYMO. has undertaken to deliver or make available the Products,
- information relating to the identity of the Seller, their postal, telephone and electronic contact details, as shown in the "contact" tab of the Site,
- information relating to legal and contractual guarantees and their methods of implementation,
- the possibility of resorting to conventional mediation in the event of a dispute.

3.2. Product Characteristics

The Products offered for sale by GILISYMO are accompanied by a descriptive sheet indicating the essential characteristics of the Product, the brand, its manufacturer reference, the total price excluding tax and including tax, as well as the precautions for use.
The Customer is required to read it before placing any order.
The photographs and graphics (in particular topographic plans) presented on the Site are not contractual and cannot engage the responsibility of GILISYMO

3.2.1. Electronic Board Products - Specific Disclaimer

For electronic boards and sensor boards (including Light Saber series and similar products):

Information contained in this publication regarding device applications and the like is intended through suggestion only and may be superseded by updates. It is your responsibility to ensure that your application meets with your specifications. No representation or warranty is given, and no liability is assumed by GILISYMO with respect to the accuracy or use of such information or infringement of patents or other intellectual property rights arising from such use or otherwise. Use of GILISYMO's products as critical components in life support systems is not authorized except with express written approval by GILISYMO. No licenses are conveyed, implicitly or otherwise, under any intellectual property rights.

These boards are components intended for integration into Customer's final products. Customer is solely responsible for:
• CE marking and regulatory compliance of final products
• EMC testing and electromagnetic compatibility
• Firmware validation and security (firmware provided AS IS for evaluation purposes)

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• Integration, testing, and safety of final applications

4. CUSTOMER ACCOUNT

For any order of Products on the Site, the Customer must register and open an account by completing the online form. He must provide the following data for this purpose: surname, first name, email and postal address, telephone number.
When creating the Account, the Customer may freely choose a username and password. These personal identification elements (username + password) can be modified online in his Customer Account. They are confidential and non-transferable.
GILISYMO cannot be held responsible for any direct or indirect damage suffered by the Customer or by third parties, resulting from fraudulent access to the Customer Account following disclosure of their identification details.
In the event of loss of his password, the Customer may make a request to GILISYMO to reset it.
The Customer undertakes to provide accurate and sincere information about his situation, as well as to carry out regular verification of the data which concerns him and to make the necessary modifications online in his Customer Account, if necessary.
The management of personal information by the Site is explained in the **Site's Privacy Policy**, of which the Customer acknowledges having read.

5. ORDERS

5.1. Order Process

The Order of Products is reserved for natural persons of full age, who are not subject to a legal protection measure. The Customer acknowledges having the capacity required to contract and acquire the Products offered on the Site.

The Customer declares and guarantees to order privately or for purely internal purposes, any wholesale resale of the Products being prohibited, unless otherwise agreed between the Parties.

After identifying himself, the Customer can select the Products of his choice and put them in his "basket".

The Customer must choose their delivery method and, where applicable, the desired delivery address.

Once these elements have been completed, a summary of the Order is displayed, mentioning the Products chosen, their price including tax, as well as the overall price of the basket, and the delivery costs.
The Customer then has the possibility to check the details of his Order, its total price, to remove or add Products, and to correct any errors before confirming his acceptance. It is his responsibility to verify the accuracy of the order and to immediately correct any errors.

The registration of an Order on the Site is made when the Customer has validated his basket, his method of payment, and accepted these General Terms of Sale by ticking the box provided for this purpose.

As soon as the Order has been validated, regardless of the method of payment chosen, the Customer will receive a confirmation email summarizing the details of the Order. This

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summarizes the reference number of the Order, the Products ordered by the Customer and their prices, the terms, the date or the delivery time of each Product ordered.

GILISYMO reserves the right to refuse any order from a Customer with whom there is a dispute relating to a previous order.

Any Order placed, validated by the Customer and confirmed by GILISYMO, under the conditions and according to the methods described above, on the Site constitutes the formation of a contract concluded at a distance (within the meaning of the law for confidence in the digital economy of June 21, 2004) between the Customer and GILISYMO.

Once confirmed and accepted by GILISYMO, under the conditions described above, the Order cannot be modified, and cannot be cancelled, except by exercising the right of withdrawal or in cases of force majeure.

Unless proven otherwise, the data recorded in the Site's Host computer system constitutes proof of all transactions concluded with the Customer.

5.2. Availability of Products

The availability of the Products is indicated on the Product Page.
In the complete absence of stock for a Product, the Order will be impossible, unless an upcoming availability date is indicated on the Site.
If, after the Order, and despite GILISYMO's regular checks, a Product ordered ultimately turns out to be unavailable, GILISYMO will immediately inform the Customer, and will cancel their Order, reimbursing the payment made during the Order.

6. PRODUCT CUSTOMIZATION SERVICES

The provisions of this article are applicable to the design, development, and delivery by GILISYMO of personalized Products according to technical specifications given by the Customer.

6.1. Ordering the Service

For any prototyping service, GILISYMO will send to the Customer a detailed Quote, based on the technical and functional specifications (“Specifications”) provided by the Customer (such as: change of PIN, ToF, new LED color, etc.).

This Quotation will mention:

- The cost of the Service,
- Its expected duration,
- The price excluding and including tax of the Service, as well as the corresponding number of hours,
- The number of Products delivered, and the price excluding and including VAT of the Products
- The overall price excluding and including tax of the planned order,
- Any costs of transport, packaging or shipping, not included in the price; and which will be invoiced additionally;
- The delivery time of the Products,

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The Customer guarantees the conformity of the information transmitted to GILISYMO as part of the Quote request.

The Quotation being established on the basis of the Specifications provided by the Customer, any modification of the Specifications will be likely to result in a modification of the Quotation, and of the cost of the Services. GILISYMO cannot be held responsible for any impossibility or difficulties in carrying out the Services, or for an inadequacy of the Service ordered, resulting from a modification of the technical data which served as a basis for establishing the Quote. GILISYMO will not be required to make the modifications until they have been confirmed in writing and the Parties have not agreed on their cost and their completion time.

Any Quote is valid for a maximum period of one month from its date of establishment. Any acceptance of a Quote beyond its validity date will only constitute a definitive Order upon confirmation by GILISYMO, which may update its Quote to take into account changes in the prices of the Products and Services.

The Order will be formed by the unreserved acceptance of the Quote by the Customer (returned signed and dated with the words " *Read and approved, good for agreement* " to GILISYMO), or the issuance of a purchase order containing all elements of the Quote, without reservation or variations. Any reference to the Customer's General Conditions of Purchase may result in a rejection of the Order by GILISYMO.

6.2. Completion deadlines

GILISYMO undertakes to implement the necessary means to respect the deadlines for completing the Services indicated in the Order. These only run from the payment of the Order (or the deposit, if applicable) by the Customer. Unless otherwise indicated, the deadlines indicated in the Order are indicative, and do not constitute strict deadlines. Their possible excess cannot engage the liability of GILISYMO, nor authorize the Customer to cancel the Order, unless (i) the delay in delivery of the Products and/or receipt of the Services exceeds 30 days, and (ii) it is exclusively attributable to GILISYMO.
In the event of problems in the performance of the Services resulting in a delay compared to the planned deadlines, GILISYMO will immediately inform the Customer in writing (mail or email) so that the Parties can work together to define an action plan as soon as possible.
In any event, GILISYMO's commitments relating to deadlines are subject to compliance by the Customer with its own obligations, in particular with regard to the timely provision of all documents, information or products necessary for the execution of the Service, or payment of any deposits provided for in the Quote.

6.3. Validation of Services

Once the Services have been performed, GILISYMO will provide the Customer with the Personalized Products provided for in the Order.
Unless otherwise provided in the Quotation, the Customer will have ten (10) days from the date of delivery of the Products to assess their conformity with the Order (and the Specifications) and to accept or refuse the Services ("Acceptance Period").).
If the Products do not conform to the Specifications, the Customer will inform GILISYMO by describing the anomalies in detail. GILISYMO will implement all means to remedy these anomalies as quickly as possible, without additional invoicing, and to re-deliver the corrected Products with a view to a new recipe ("Additional Recipe Period") which must be carried out within a specified period. fifteen (15) days, unless a different deadline is agreed between the Parties to take into account the extent or nature of the anomalies.

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If no reservations have been notified by the Customer during the initial or additional Receipt Period, the Services will be considered definitively accepted.

7. RIGHT TO CANCEL

7.1. Cancellation period

In accordance with article L.221-18 of the Consumer Code, the Individual Customer has a period of 14 (fourteen) days from delivery of the Product to exercise their right of cancel on any Product Order, without having to provide reasons or pay a penalty.

Please note that this right is not applicable to Orders placed by Professional Customers.

7.2. Exceptions

In accordance with article L.221-28 of the Consumer Code, the Customer cannot exercise his right of cancel for "goods *made according to the consumer's specifications or clearly personalized*".

Consequently, the Customer will not be able to exercise his right of cancel on Products sold in prototype form, and having been designed and manufactured by GILISYMO according to specifications provided by the Customer, according to the terms provided. in clause 6.

7.3. Cancelation conditions

The Customer can exercise his right of cancel:

- either by mail or email addressed to GILISYMO unambiguously expressing its desire to cancel;
- either by completing the cancelation form available in the appendix to these General Terms and Conditions,

The cancelation document must mention the Customer's first and last name, the order number, and the reference of the Product(s) concerned.

It is recalled that the burden of proof of receipt of the withdrawal decision falls on the Customer: consequently, it is recommended to send all mail by registered mail with acknowledgment of receipt, and to also request an acknowledgment of receipt in the event sending e-mail.

7.4. Return of Products and Customer reimbursement

The Products must be returned, at the Customer's expense, no later than 14 days following notification to GILISYMO of its decision to cancel.

The Products must be in their original condition and complete (accessories, instructions, etc.) allowing them to be put back on the market in new condition. Damaged or incomplete Products will not be taken back.

GILISYMO will refund the Customer within a maximum period of fourteen days (14) from its knowledge of the exercise of the right of cancel by the Customer, subject to having recovered the Products concerned or that the Customer provides proof of the shipment of these. GILISYMO will refund using the same payment terms as during the initial purchase. Only the price of the Product(s) purchased, and the delivery costs will be refunded to the Customer; return costs remaining the responsibility of the Customer.

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7.5. Professional Customers - No Withdrawal Right

Professional Customers do NOT benefit from the 14-day withdrawal right described in this Article 7.

In accordance with Article L221-3 of the French Consumer Code, withdrawal rights are reserved exclusively for Individual Customers (consumers) and do not apply to persons acting within the framework of their professional activity.

All Professional Customer orders are Non-Cancelable, Non-Returnable (NCNR) once payment is received, regardless of order value, delivery delays, or change in Customer's business needs.

This exclusion applies to all Professional Customer orders regardless of channel (online, purchase orders, quotations, or negotiated contracts).

8. DELIVERY

8.1. Delivery areas

On the date hereof, delivery of the Products can be made to the following areas:

- European Union
- Switzerland, Norway, Finland, Turkey, United Kingdom
- North America
- Argentina, Chile
- India, Malaysia, Singapore
- Australia
- China, Hong Kong
- South Korea
- Oceania
- Japan
- Malta
- Israel
- Martinique
- Vietnam

For deliveries to other countries, please contact us.

8.2. Delivery terms

GILISYMO will ship the Product once the Order has been fully paid. In the event of payment by transfer, and in the absence of payment of the proforma invoice within 15 days of the Order, after reminder from GILISYMO, it will be automatically cancelled.

The Products are delivered to the delivery address indicated by the Customer when placing the Order.

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Unless specifically requested by the Customer, or otherwise indicated on the Site, the Order is delivered by post (la poste suivi, Colissimo, DHL), directly to the place of delivery indicated in the Order, by delivery without signature.

The Products are delivered DAP (border point of the Customer's country), customs duties and customs clearance formalities being the responsibility of the Customer.

In the event of the Customer's absence upon delivery, the carrier will try to contact the Customer by telephone. If he cannot reach him, or if the Customer cannot make himself available, a calling card will be left. The Order will be returned to GILISYMO, and a second shipment will be made, at the Customer's expense. If this second shipment is not possible, or if its cost is disproportionate to the value of the Product, it will be destroyed on site, the Customer cannot claim any compensation.

8.3. Product Control

The Customer will ensure, upon delivery, its conformity and may notify GILISYMO of any possible problem of non-conformity of the Products withdrawn in relation to the Order. He is invited to form any useful reservations on the delivery note if these defects or non-conformities are visible on delivery.

The Customer has a period of 10 working days (3 working days for Professional Customers) from delivery to formulate in writing (email or LRAR) to GILISYMO any reservations or complaints for non-conformity or apparent defect of the Products delivered (for example torn or opened packaging, damaged product, etc.), with all relevant supporting documents (photos in particular). After this period and in the absence of the Customer having addressed reservations to the Seller, the Products will be deemed to be compliant and free from any apparent defect and no complaint can be validly accepted by GILISYMO.
In the event of proven non-compliance, GILISYMO will reimburse or replace (at the Customer's choice) as quickly as possible and at its expense, the Products concerned.

8.4. Delivery delay

8.4.1. Provisions applicable to Individual Customers

GILISYMO undertakes to respect the delivery time or date indicated on the order confirmation sent to the Customer. As an indication, the delivery time may vary from 3 to 12 days, depending on the distance from the delivery location.

In the absence of indication in the Order, the Product will be delivered no later than 30 days after the Order, in application of article L.216-1 of the Consumer Code.

If the Products ordered have not been delivered on the date or within the delivery time indicated in the Order, for any reason other than force majeure or the Customer's actions, the Order may be cancelled at the Customer's written request within the conditions provided for in article L.216-6 2°) of the Consumer Code.

In application of this article, it is up to the Customer to give GILISYMO formal notice to deliver the Product within a reasonable time, which depends on the nature of the Products. It is only in the absence of delivery within this period that the Customer may declare the cancellation (resolution) of the Order. The sums paid by the Customer will then be returned to them no later than fourteen days following the date of resolution of the Order, excluding any compensation or withholding.

These provisions are applicable to Individual Customers only.

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8.4.2. Professional Customers - Delivery Terms

This Article applies to all Professional Customer orders regardless of channel (online, purchase orders, quotations, or negotiated contracts), unless specific written agreement states otherwise.

GILISYMO operates as a distributor sourcing products from third-party manufacturers. Product availability and delivery times depend on supplier stock, production schedules, and shipping carrier capacity. Professional Customers acknowledge and accept these supply chain dependencies and inherent risks.

GILISYMO undertakes to make its best efforts to deliver the Products within the time limit indicated in the Order. However, the deadlines indicated are provided for information purposes only and do not constitute strict deadlines. As a standard indication, the estimated lead time is 4 to 5 weeks from payment confirmation. GILISYMO will provide updates as information becomes available from suppliers.

Professional Customer orders are Non-Cancelable, Non-Returnable (NCNR). Any delivery delay does not engage the liability of GILISYMO, nor entitle the Customer to cancel the Order, claim damages, request refund, or withhold payment, except in case of unreasonable delay exceeding 3 months solely attributable to GILISYMO's gross negligence.

Delivery terms are governed by Article 8.2 (DAP Incoterm - customs duties at Customer's charge). If Customer refuses delivery or fails to claim shipment (including due to customs charges), NO REFUND will be provided under NCNR policy. Customer remains liable for full order value and all return costs.

Inspection terms are governed by Article 8.3. Professional Customers have 3 working days (as specified in Article 8.3) to report non-conformities with photographic evidence.

For warranty terms applicable to Professional Customers, refer to Article 10.

For withdrawal rights, refer to Article 7 (Professional Customers have NO withdrawal right under Article L221-3 of French Consumer Code).

Force Majeure: The following B2B supply chain events constitute Force Majeure and exempt GILISYMO from liability for delays or non-performance: supplier stock shortages, production delays, third-party manufacturing defects, shipping carrier delays, material shortages, customs delays, export/import restrictions, as well as standard force majeure events (natural disasters, pandemics, wars, government restrictions).

Governing law and jurisdiction are defined in Article 16. For Professional Customers, exclusive jurisdiction is the Commercial Tribunal of Grenoble (as specified in Article 16).

9. PRICE AND TERMS OF PAYMENT

9.1. Price

The prices of the products are indicated on the Site, and on each Product page, in euros.
They are expressed excluding taxes and VAT (all French taxes included, including VAT).

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For Professional Customers located in the European Union, and having an intra-community VAT number, as well as for Customers located outside the EU, the price excluding VAT will be applicable.
For other Customers, the price including VAT will apply.
Prices are net of all customs duties.

GILISYMO reserves the right to modify the prices of the Products at any time. However, the price taken into account will be that in force at the time of registration of the Order.
The price of the Order is the total price including VAT indicated on the order confirmation sent by GILISYMO.

9.2. Payment terms

The Customer can choose the following payment methods:

- by bank card immediately on the site of GILISYMO's banking partner in a secure environment, the payment data being exchanged in encrypted mode using the secure 3D Secure protocol. Any payment by credit card is irrevocable, except in the case of fraudulent use of the card. In this case, the Customer may request the cancellation of the payment and the restitution of the corresponding sums by his banking establishment.
- by bank transfer
- through his PayPal account

GILISYMO will not be required to deliver the Products ordered by the Customer if the Customer does not pay the price in full under the conditions indicated above. Payments made by the Customer will only be considered final after actual collection of the sums due by GILISYMO. Any rejection of the chosen payment method will result in the cancellation of the Order, unless the Customer can, within 48 hours of being informed of this rejection by GILISYMO, regularize the payment by another means.

10. WARRANTIES AND LIABILITY

10.1. Legal guarantees

The Products supplied by GILISYMO comply with the regulations in force in France and benefit automatically and without additional payment, in accordance with legal provisions:

- the legal guarantee of conformity, for Products that are apparently defective, damaged or damaged or do not correspond to the order under the conditions and deadlines provided for by articles L.211-4 et seq. of the Consumer Code
- the legal guarantee against hidden defects resulting from a material, design or manufacturing defect affecting the products delivered and rendering them unfit for use, under the conditions and deadlines provided for by articles 1641 et seq. of the Civil Code.

10.1.1. Guarantee against hidden product defects

In the event that the action based on the guarantee of hidden defects of the thing sold is brought by the Customer under the conditions provided for in articles 1641 and following of the Civil Code, the latter may request either the resolution of the sale, or a reduction in the sale price in

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accordance with article 1644 of the Civil Code, on the condition of proving the existence of an undetectable defect of the Product existing on the date of delivery.

10.1.2. Legal guarantee of conformity

The legal guarantee of conformity applies independently of the commercial guarantee that may possibly cover the Product. It is not applicable to Professional Customers.

The Customer may act on the basis of the legal guarantee of conformity in the event that the Product does not comply with the technical specifications published on the Site and/or in the Product instructions, or if, in general, it is not suitable for the use that can be expected of the Product.

When acting on the basis of the legal guarantee of conformity, the Customer:

- has a **period of two years** from delivery of the Product to act;
- can choose between repairing or replacing the Product, subject to the cost conditions provided for by article L. 211-9 of the Consumer Code; in particular, GILISYMO may prefer to replace the Product if the repair request made by the Customer proves to be disproportionately expensive (and vice versa);
- is exempt, during the 24 months following its delivery, from providing proof of the existence of the lack of conformity of the Product on the delivery date;

The Customer must contact GILISYMO, and send it all useful elements (in particular photos, videos) likely to characterize the alleged lack of conformity on the Product. If these elements are sufficiently conclusive, GILISYMO will organize the return of the Product in question, at its expense, by any suitable means, likely to preserve the Product. The Customer must then indicate whether he wishes to see the Product replaced or repaired.

GILISYMO will reimburse, replace or repair Products or parts under warranty deemed non-compliant or defective.

If no repair or exchange of the Product is possible, or if their cost proves disproportionate, the reimbursement of the Product deemed non-compliant or defective will be made as soon as possible and at the latest within 15 days following return to GILISYMO. Reimbursement will be made by credit to the Customer's bank account.

The guarantee cannot be implemented, and GILISYMO cannot be held liable in the following cases:

- improper use of the Product, non-compliance with the conditions of use indicated in the Product instructions;
- negligence or lack of maintenance on the part of the Customer,
- non-compliance with the storage conditions of the Product (temperature, humidity),
- accident, fall, or any external event having impacted the Product and its performance;

The Seller's legal guarantee is, in any event, limited to the repair, replacement or reimbursement of non-compliant or defective Products.

The texts applicable to these legal guarantees are reproduced in the appendix to these General Terms and Conditions.

10.2. Specific contractual guarantees

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Certain Products may benefit from a specific guarantee, the duration of which is, where applicable, specified on the Site and its terms are detailed in the guarantee notice provided with the Product. The Customer is, where applicable, invited to exercise his rights directly against the manufacturer of the Product.

10.3. Compliance with local regulations

GILISYMO guarantees that the Product complies with the standards and regulations applicable in mainland France.

However, GILISYMO cannot guarantee that the Product complies with all the regulations applicable outside French territory.

It is up to the Customer to inquire, with the competent foreign authorities, of the legal and regulatory conditions for the use of the Products on its territory. Since GILISYMO is not bound by any duty to provide information in this respect, the Customer cannot request the cancellation of an Order in the event of the legal impossibility of exploiting or using the Product outside mainland France.

10.4. Professional Customers - Warranty Terms

Professional Customers receive a 3-month warranty period from delivery date (not the 2-year consumer warranty described in sections 10.1 and 10.2 above).

The legal guarantees described in sections 10.1.1 (hidden defects) and 10.1.2 (legal guarantee of conformity) apply to Professional Customers with this reduced 3-month warranty period.

What is Covered:
• Manufacturing defects
• Material defects

What is NOT Covered (Exclusions):
• Physical damage (drops, shocks, impacts)
• Improper handling or storage conditions
• Incorrect installation or integration
• Use beyond product specifications
• Exposure to chemicals or extreme temperatures
• Normal wear and tear

Remedy: Replacement OR refund at GILISYMO's sole discretion.

Professional Customer does NOT have the right to choose between replacement or refund. GILISYMO will determine the most appropriate remedy based on product value vs shipping costs, product availability, and delivery urgency.

For low-value items where shipping costs significantly exceed product value, GILISYMO may offer refund instead of replacement. If Customer requires replacement for valid business reasons, parties may negotiate alternative solutions such as Customer paying shipping costs for replacement or combining replacement with next order.

This reduced warranty period applies to all Professional Customer orders regardless of channel (online, purchase orders, quotations, or negotiated contracts).

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11. RESPONSABILITES

As part of the performance of Services, GILISYMO is only bound by an obligation of means, its liability cannot be engaged on proof of a fault on its part.

Under no circumstances can GILISYMO be held liable for damage caused to the Customer following use of the Product (in particular the Personalized Product) which proves to be non-compliant with GILISYMO's requirements and in particular its documentation. use.

GILISYMO cannot be held responsible for consequential damages resulting from the execution of an Order, and in particular for any damage such as commercial damage, loss of customers, loss of profits, damage to the brand image, or any claim of a third party which could result from a failure by GILISYMO to fulfil its contractual obligations.

In any event, liability for direct damage resulting from faults attributable to GILISYMO is limited, all causes combined, to a sum capped at the amount of the Order for Products or Services which caused the damage. In the event that this ceiling is deemed inapplicable, GILISYMO's liability would be capped at the amount of damage covered by its civil liability insurance.

Professional Customers - Customer Indemnification:

Professional Customer agrees to defend, indemnify, and hold harmless GILISYMO (including its officers, employees, and agents) from any third-party claims, demands, lawsuits, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from or related to:

- Customer's use, integration, or application of the products
- Product failure or defects in Customer's end application or final products
- Personal injury, death, or property damage caused by Customer's products containing GILISYMO-supplied components
- Customer's violation of applicable laws, regulations, or safety standards
- Customer's breach of Professional Customer terms or General Terms & Conditions
- Customer-provided specifications that infringe third party intellectual property rights

Exception: This indemnity does NOT apply to claims solely and exclusively arising from manufacturing defects in products supplied by GILISYMO that are covered by warranty under Article 10.4.

Customer will defend GILISYMO in case of any problem arising from Customer's use or integration of the products.

This indemnification applies to all Professional Customer orders regardless of channel (online, purchase orders, quotations, or negotiated contracts).

12. INTELLECTUAL PROPERTY

Unless otherwise stipulated in the Order, GILISYMO is and remains the holder of all intellectual property rights on the Personalized Products manufactured on behalf of the Customer, and/or sold to the Customer.

Payment for the Service or Product does not result in any transfer of intellectual property rights attached to this Service or Product to the Customer.

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The Customer undertakes not to infringe the rights of GILISYMO on this Product.

Generally speaking, the Customer undertakes not to infringe the intellectual property rights on the Products, whether “standard” Products or Personalized Products produced by GILISYMO.

13. AVAILABILITY OF THE SITE

GILISYMO undertakes to provide all the care and diligence necessary to ensure permanence, continuity and quality of service in accordance with the practices of the profession and the state of the art, and is therefore held to an obligation of means.

GILISYMO reserves the right to suspend access to the Site for possible maintenance or service improvement interventions or to suspend it.

The Customer hereby acknowledges that fluctuations in bandwidth and the vagaries of the access provider, or the interruption of the service ordered by an administrative or jurisdictional authority may result in discontinuity in access to the Site, independent of the will and outside the control of GILISYMO

Given the free nature of the service provided on the Site, no compensation may be requested from GILISYMO in the event of unavailability of the Site, whatever the cause; unless this unavailability has an impact on the execution of an Order.

14. CUSTOMER SERVICE

For any information, the Customer can contact Customer service by telephone, email or post using the contact details below (subject to their updating on the Site):

GILISYMO
2 rue de Clapières
38120 St Egrève
France
Telephone: +33 (0)6 83 75 66 72
contact@gilisymo.com

15. PROTECTION OF PERSONAL DATA

The Customer declares to have read and accepted without reservation, when creating his Customer Account, the terms of the Site's Confidentiality Policy explaining the conditions of collection and use of his personal data, and which is an integral part of the order.

16. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Any dispute relating to these general conditions, their validity, their interpretation, their violation will be subject to French law.

The Customer is informed that he can, in the event of a dispute relating to an Order, resort to conventional mediation, with the Mediation Center for Justice Conciliators (cm2c.net), of which GILISYMO is a member.

The request for mediation must be sent by post or email to the following contact details:

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https://www.cm2c.net/declarer-un-litige.php

CM2C
14 rue Saint Jean
75017 Paris
EMAIL : cm2c@cm2c.net
TELEPHONE: 01 89 47 00 14

You can also request mediation via the European Dispute Resolution Platform: https://ec.europa.eu/consumers/odr/main/?event=main.home2.show

Mediation suspends the time limits for common law appeals.

ALL DISPUTES TO WHICH ORDERS CONCLUDED IN APPLICATION OF THESE GENERAL CONDITIONS OF SALE COULD GIVE RISE, CONCERNING THEIR VALIDITY, THEIR INTERPRETATION, THEIR EXECUTION, THEIR TERMINATION, THEIR CONSEQUENCES AND THEIR FOLLOW-UP AND WHICH COULD NOT HAVE BEEN RESOLVED AT THE AMICABLE BETWEEN THE SELLER AND THE CUSTOMER, WILL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

For Professional Customers, the following clause will apply:

ALL DISPUTES TO WHICH ORDERS CONCLUDED IN APPLICATION OF THESE GENERAL CONDITIONS OF SALE COULD GIVE RISE, CONCERNING THEIR VALIDITY, THEIR INTERPRETATION, THEIR EXECUTION, THEIR TERMINATION, THEIR CONSEQUENCES AND THEIR FOLLOW-UP AND WHICH COULD NOT HAVE BEEN RESOLVED AT THE AMICABLE BETWEEN THE SELLER AND THE CUSTOMER, WILL BE SUBMITTED TO THE COMMERCIAL TRIBUNAL OF GRENOBLE.

17. PROFESSIONAL CUSTOMERS - ONLINE ORDERS

This Article defines specific terms for Professional Customer orders placed through GILISYMO's online store (e-commerce platform).

For all other terms and conditions (supply chain model, lead times, NCNR policy, customs clearance, inspection, warranty, force majeure, withdrawal rights, and jurisdiction), refer to Article 8.4.2 - Professional Customers - General Terms, which applies in full to online orders.

17.1. Identification of Professional Customers - Online

Professional Customers placing online orders are automatically identified by:
• Valid intra-EU VAT number provided at checkout, OR
• Use of company email address (non-personal domains such as @company.com, @company.fr, etc.), OR
• Company name/business registration provided AND explicit confirmation of professional status

Customers providing company information (with or without VAT number) are deemed to be acting in their professional capacity and accept Professional Customer terms as defined in Article 8.4.2 and this Article 17.

Customer warrants the accuracy of professional status declaration and agrees to provide proof upon request (business registration, VAT certificate, or equivalent documentation). GILISYMO reserves the right to verify professional status before shipment.

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If Customer is later determined to be an Individual Consumer, GILISYMO reserves the right to cancel the order or apply consumer protection terms retroactively.

17.2. Payment Terms - Online Orders

• Payment: 100% in advance (bank transfer or credit card) - MANDATORY
• Order is confirmed only after full payment is received
• No partial payments or payment terms available for online orders
• No negotiation of payment terms for e-commerce orders

For negotiated payment terms or custom quotations, contact GILISYMO sales team directly (orders will be processed offline under Article 8.4.2 only).

17.3. Acceptance of Terms

By completing checkout and submitting payment through the online store, Customer:
• Confirms having read and understood all terms in Article 8.4.2 and this Article 17
• Explicitly accepts all Professional Customer conditions applicable to the order

Order submission constitutes legal acceptance of all terms - no further signature required.

18. PRODUCT AVAILABILITY & OBSOLESCENCE

This Article applies to all Professional Customer orders regardless of channel (online, purchase orders, quotations, or negotiated contracts).

Product availability and specifications are subject to change without notice.

GILISYMO sources products from third-party manufacturers who may:
• Declare products End-of-Life (EOL) at any time
• Discontinue product lines without advance notice
• Modify specifications or part numbers
• Implement Last Time Buy (LTB) programs

18.1. Customer Responsibility

Although GILISYMO will make reasonable efforts to inform customers of product obsolescence when known, Professional Customers have the responsibility to verify product availability, active status, and current specifications at the time of ordering.

GILISYMO is NOT responsible for:
• Product obsolescence occurring after order placement
• Supplier discontinuation of products
• Changes in product specifications by manufacturer
• Customer's reliance on outdated catalogs or documentation
• Customer's assumption of continued product availability

18.2. Obsolescence After Payment

If ordered product becomes obsolete after payment:
• GILISYMO will propose alternative products when available
• Customer may accept alternative or request refund

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• If no suitable alternative exists, full refund will be provided
• GILISYMO is not liable for any consequential damages due to obsolescence

18.3. Part Number Changes & Equivalent Substitutions

Suppliers frequently change part numbers, revisions, or internal process codes while maintaining functional equivalence (e.g., CG-VL53L0X-H-IR010C0-PM3D-A066 becomes CG-VL53L0X-H-IR010C0-PM1D-A066-B).

GILISYMO may substitute functionally equivalent products when:
• Original part number is superseded by manufacturer
• Manufacturer declares new part number as direct replacement
• Product is backward compatible per supplier documentation

In such cases:
• GILISYMO will notify Customer of part number change when known
• Customer is solely responsible for testing and validating substituted products for their specific application
• "Equivalent" means supplier's declaration - GILISYMO makes no independent warranty of equivalence
• GILISYMO is NOT liable if "equivalent" product does not meet Customer's specific requirements, causes integration issues, or fails Customer's QA processes
• If exact part number is critical (e.g., regulatory compliance, customer QA approval), Customer must notify GILISYMO before ordering
• When notified of critical part number requirement, GILISYMO will confirm exact match before shipping, but cannot guarantee long-term availability of specific revisions

19. EXTENDED PRODUCER RESPONSIBILITY (REP) - PACKAGING

In accordance with the Extended Producer Responsibility principle provided by Article L. 541-10 of the French Environmental Code, GILISYMO contributes to the public service of household packaging waste management.

GILISYMO has joined the eco-organization CITEO.

Unique identifier: FR483899_01EIUM

For more information: www.citeo.com

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ANNEXE 1: REMINDER OF TEXTS ON LEGAL GUARANTEES
GUARANTEE OF CONFORMITY - - LEGAL GUARANTEE AGAINST HIDDEN DEFECTS

Article L217-3 of the Consumer Code

The seller delivers goods that comply with the contract as well as the criteria set out in article L. 217-5.

He is responsible for defects in conformity existing at the time of delivery of the goods within the meaning of article L. 216-1, which appear within two years of delivery.

In the case of a contract for the sale of goods containing digital elements:

1° When the contract provides for the continuous supply of digital content or a digital service for a period less than or equal to two years, or when the contract does not determine the duration of supply, the seller is liable for lack of conformity of this digital content or this digital service which appears within a period of two years from the delivery of the goods;

2° When the contract provides for the continuous supply of digital content or a digital service for a period of more than two years, the seller is liable for any lack of conformity of this digital content or this digital service which appears during the period during which it is provided under the contract.

For such goods, the applicable deadline does not deprive the consumer of his right to updates in accordance with the provisions of Article L. 217-19.

The seller also responds, during the same deadlines, for defects in conformity resulting from the packaging, assembly instructions, or installation when this has been made his responsibility by the contract or has been carried out under his responsibility. , or when the incorrect installation, carried out by the consumer as provided for in the contract, is due to gaps or errors in the installation instructions provided by the seller.

This warranty period applies without prejudice to articles 2224 et seq. of the civil code. The starting point for the prescription of the consumer's action is the day the latter becomes aware of the lack of conformity.

Article L217-4 of the Consumer Code

The property complies with the contract if it meets, where applicable, the following criteria:

1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristic provided for in the contract;

2° It is suitable for any special use sought by the consumer, brought to the attention of the seller at the latest at the time of conclusion of the contract and which the latter has accepted;

3° It is delivered with all the accessories and installation instructions, which must be supplied in accordance with the contract;

4° It is updated in accordance with the contract.

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ArticleL217-5 of the Consumer Code

I.-In addition to the contract conformity criteria, the good is compliant if it meets the following criteria:

1° It is suitable for the use usually expected of a good of the same type, taking into account, where applicable, any provision of European Union law and national law as well as all technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;

2° Where applicable, it has the qualities that the seller presented to the consumer in the form of a sample or model, before the conclusion of the contract;

3° Where applicable, the digital elements it contains are provided according to the most recent version available at the time of conclusion of the contract, unless the parties agree otherwise;

4° Where applicable, it is delivered with all accessories, including packaging, and installation instructions that the consumer can legitimately expect;

5° Where applicable, it is provided with the updates that the consumer can legitimately expect, in accordance with the provisions of article L. 217-19;

6° It corresponds to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, which the consumer can legitimately expect for goods of the same type, having regard to the nature property as well as to public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling.

II.-However, the seller is not bound by any public declarations mentioned in the preceding paragraph if he demonstrates:

1° That he did not know them and was not legitimately able to know them;

2° That at the time of the conclusion of the contract, the public declarations had been rectified under conditions comparable to the initial declarations; Or

3° That the public declarations could not have influenced the purchase decision.

III.-The consumer cannot contest conformity by invoking a defect concerning one or more particular characteristics of the good, of which he has been specifically informed that they deviate from the conformity criteria set out in this article, deviation to which he has expressly and separately agreed upon conclusion of the contract.

Article 1641 of the Civil Code

The seller is bound by the guarantee for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use to such an extent that the buyer would not have acquired it, or would not would have given a lower price for them, if he had known them.

Article 1648 paragraph 1 of the Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect.

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ANNEXE 2: CANCELLATION FORM

CANCELLATION FORM

Text to be sent by registered mail with acknowledgment of receipt or by e-mail to the Seller's address indicated on the order confirmation.

I, the undersigned, _____, whose address is _____, hereby notify you of my decision to exercise my right of cancel for the following Products, which are the subject of Order No. xxxx , dated xx/xx /xxxx:

(reference and name of the Product)

Date : _____

Signature :_____

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