



TERMS AND CONDITIONS AFTER SALES SERVICE February 2022

These General Conditions of After-Sales Service are up to date on 1^{er} February 2022 and delimit the conditions of support by the After-Sales Service of Phone Recycle Solutions of "smartphone" type devices presenting a malfunction that appeared after the acquisition of the device, either directly or via a reseller or a place market and within the limits set out below.

1. DEFINITIONS

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

The Company offers for sale refurbished telephones and all types of mobile accessories (the "Products" or the "Devices"), either directly or via partner websites organizing private sales (The "Site(s)") or on digital marketplaces (The "Marketplace(s)") or in partner Stores with partner resellers (The "Store(s)").

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

2. APPLICATION AND OPPOSABILITY OF THE CGSAV

The purpose of these CGSAV is to define all the conditions under which the Company is likely to take charge within its After-Sales Service of the requests for intervention made by Customers concerning the Devices which they have acquired. directly from the Company or through a reseller.

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

The Customer declares to have read and accepted these CGSAV before placing his Order. He has materialized his full acceptance of these by checking the specifically dedicated box without which the computer validation of the order is impossible.

He also declares to have read the General Conditions of Sale (GTC) and, where applicable, the specific general conditions of sale of the reseller or the Marketplace.

The validation of the Order therefore implies acceptance of the GCS, the CGSAV and, where applicable, the derogatory or special conditions applicable to the order. These are regularly updated, the applicable CGSAV are those in force on the Site on the date of placing the Order.

Any contrary condition set by the Customer would therefore, in the absence of express acceptance, be unenforceable against the Company regardless of when it may have been brought to its attention.

The fact that the Company does not avail itself at any given time of any provision of these CGSAV, cannot be interpreted as a waiver to subsequently avail itself of any provision of the said CGSAV and can only be interpreted as a temporary tolerance. .

3. RETURN PROCEDURE AND AFTER-SALES SERVICE AGREEMENT

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

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

Before sending any device to the after-sales service, it is imperative to make an online declaration on the site www.sav.phonerecyclesolution.com category "Declare a breakdown" in order to obtain an agreement in principle and a feedback.

Failing to complete this mandatory formality, no support will be made on this device, which will only be returned to its sender in return for payment of the applicable shipping costs, increased by processing costs where applicable.

An omission or a false declaration relating to the state of the Device entails a total exclusion of guarantee and no support will be made, for any reason whatsoever.

Once the declaration of failure has been made, the after-sales service will indicate the detailed procedure to follow within a maximum period of 72 hours (excluding weekends and public holidays) and will send an email summarizing the manipulations to be carried out on the telephone prior to its packaging and shipping to disable iCloud® (for Apple® devices). From the receipt of this email, the Customer has 15 days to send his device to the After-Sales Service.

Support for a phone on which the iCloud® service is still activated is not possible. The Customer's attention is therefore drawn to the fact that failure to deactivate iCloud before sending the telephone to the After-Sales Service will systematically a refusal to take charge of the device, which will only be returned to its sender in return for the payment of the applicable shipping costs, plus, where applicable, processing costs.

Before shipment, the Customer must pack the device with all the necessary care and take into account the fact that the postal services are likely to brutalize the packages. The taking over of a device can be immediately excluded by the After-Sales Service in the case of a device which arrives broken, degraded, oxidized or which manifestly presents one of the indications making it possible to exclude the applicability of the rules of taking over. charge by the after-sales service as defined in article 4.

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

Once received, the device not presenting one of the causes of exclusion listed in article 4 (*cause which would have been discovered either immediately upon receipt, either after testing Operating*), will be handled by the After-Sales Service.

Except in cases where these tests and/or checks are impossible (*especially phone that does not turn on even after changing the battery*), the After-Sales Service informs the customer without delay and by any means of the possibility or impossibility of taking charge of the device received according to the results of the tests carried out.

The sending of a device by the Customer implies the prior and unconditional acceptance that the visual checks carried out by the reception operator as well as the tests carried out by the After-Sales Service constitute valid and opposable proof with respect to the condition of the device when it arrives at the After-Sales Service.

Once these tests have been carried out, two possibilities open up:

- No reason for exclusion appearing in article 4 appears, the device is covered under the warranty and will be repaired and returned to the Customer.
- One or more causes of exclusions from the guarantee appearing in article 4 have been detected, either immediately on receipt or after carrying out functional tests. The Customer is then informed of this by any means and his device is returned to him upon payment of the reshipping costs, plus processing costs where applicable.

If the device is taken over by the After-Sales Service and once repaired, the device will be returned to the Customer by post. A tracking number is communicated and allows the device to be tracked to its destination.

By express agreement, the Customer accepts that the communication of a shipping number is sufficient proof of the shipment of the device by the Company and undertakes to receive it.

No warranty extension is granted as a result of the repairs being carried out, neither with regard to the legal guarantees nor with regard to any commercial guarantee.

In the event that the Device spends more than seven days within the After-Sales Service, a number of days equivalent to the duration exceeding seven days is added to the Guarantee.

The Customer accepts by sending his device to the After-Sales Service that the Company may either carry out the repairs ordered by the condition of the device or replace the device or equipment received with an equivalent or superior device or equipment, of identical color. or a different color.

4.WARRANTY EXCLUSIONS

THE FOLLOWING CASES ARE FORMALLY EXCLUDED FROM THE WARRANTY:

- **Devices whose malfunction(s) result(s) from breakage**

And or

- **Devices with an active iCloud or Google account**

And or

- **Device having undergone material modifications by the Customer or by a service provider other than PRS**

And or

- **Device having undergone software modifications by the Customer or by a service provider other than PRS (*including jailbreak*)**

And or

- **Device with damaged internal components (*in particular, but not exclusively: torn or damaged SIM reader, cut or damaged cable, plugged, torn or damaged screw thread, damaged touchpad, etc.*)**

And or

- **Devices presenting on its outer shell or on the screen one or more shock(s), blow(s), bump(s), deformation(s), break(s), crack(s), break(s), breach (s), alteration(s) and/or chip(s)**

And or

- **Oxidized appliances (*in temporary or prolonged contact with water or a humid environment which has led to oxidation of the circuits*)**

And or

- **Device having been the subject of a declaration of theft which would have been brought to the express attention of the Company**

And or

- **Device presenting a failure not covered by the guarantee granted by the Company (*including, but not limited to, motherboard failure, breakage or damage to the Touch Screen*)**

And or

- **Device whose button "*Home*" no longer functional:**
 - oh Button exchanged within the first six (6) months from date of purchase
 - oh Button replaced by a model without digital recognition between six months (6) and one day and twelve (12) months from the date of purchase
 - oh Out of warranty for any declaration made from twelve months and 1 day from the date of purchase

And or

- **Device whose malfunction results from a defective battery and which is the subject of a declaration to the after-sales service more than six (6) months from the date of purchase**

A Device presenting one of the reasons for exclusion of warranty mentioned above will not be taken in charge by the After-Sales Service and will only be returned after payment of the re-shipping costs, plus, where applicable, processing costs.

5.RESOLUTION OF DISPUTES INHERENT TO THE RECEPTION OF DEVICES

A device allegedly sent by the Customer but not received by the Company will not be covered by the Company or, even less, a refund, except to demonstrate receipt by the Company of the Device by means of the production of an acknowledgment of receipt signed by the Company.

No obligation (of collection and/or return in particular) will exist for the Company until it has been demonstrated that it has actually received the said device and that it has signed the acknowledgment of receipt. .

This is why it is strongly recommended to ship your device only by registered mail with acknowledgment of receipt and with insurance guaranteeing loss and theft up to the value of the device shipped.

Similarly, it is strongly recommended to take a photo of which it is possible to objectively establish the date just before the shipment of the product in order to provide proof in the event of a dispute with the postal services.

Any disagreement relating to the state of the phone on arrival at the After-Sales Service will be resolved by producing the analysis report carried out by the Company's reception operator or by the analysis report of the test software summarizing the device information as it was immediately after receipt of the device or, if this is not possible, as soon as the battery has been changed and these tests carried out.

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

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

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

6.RESOLUTION OF DISPUTES INHERENT TO THE RESHIPPING OF DEVICES

For each shipment, the Company sends the Customer the registered number in order to allow tracking of the package with the postal services.

Any device shipped by the Company and for which it will be able to produce an acknowledgment of receipt bearing the signature of the customer will be considered as received by the Customer.

As soon as the Company is able to produce an acknowledgment of receipt to the names and addresses appearing on the customer file attached to the device, the Company will be irrefutably deemed to have met its obligations.

7.CLAIMS AND DISPUTES AGREEMENT

Any claim by the Customer relating to one or more repair services must be sent by registered letter with acknowledgment of receipt to "**CLAIMS SERVICE**". » to the address of the Company's headquarters, explicitly indicating the breakdown number and the file concerned, within the prefixed period of 48 hours from the delivery of the device to the Customer or its recovery, postmark being taken as proof .

The Company will endeavor to respond as soon as possible.

8.CUSTOMER SERVICE

For any request for information, clarification or for any complaint, the Customer must contact, in priority, the Customer Service of The Company, in order to allow the latter to try to find a solution to the problem.

The Company's Customer Service is accessible from 10 a.m. to 5 p.m. using the following contact details:

Telephone: 01.87.66.23.24

E-mail : sav@phonerecyclesolution.com

Mail: Phone Recycle Solutions - Customer Service - 189, rue d'Aubervilliers - 75019 PARIS

9. RESPONSIBILITY

The Company implements all appropriate measures to ensure the Customer the supply, under optimal conditions, of quality services. However, it cannot under any circumstances be held liable for any non-performance or poor performance of all or part of the services provided for in the contract, which would be attributable either to the Customer, or to the unforeseeable and insurmountable event of a third party unrelated to the contract, or to a case of force majeure. More generally, if the liability of the Company were engaged, it could not in any case accept to compensate the Customer for indirect damages or whose existence and/or quantum would not be established by evidence and beyond. the value of the device.

It is expressly stipulated that the Company cannot under any circumstances be held responsible, in any way whatsoever, for the case where the computer equipment or the electronic mail of the Customers rejects, for example due to an anti-spam, the e-mails sent by the Company, and in particular, without this list being exhaustive, the e-mail following the performance of the diagnostics on the arrival of the device, the e-mail for tracking shipments and monitoring the interventions of the Service After Sale, and the email relating to the provision of the unclaimed device to the Company.

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

10. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

These CGSAV are governed and interpreted in accordance with French law, without taking into account the principles of conflict of laws.

In the event of a dispute likely to arise on the occasion of the interpretation and/or execution of these presents or in relation to these CGSAV, the Customer may decide to submit the dispute with the Company to a conventional mediation procedure or any other alternative dispute resolution method.

The Customer can go to the European consumer dispute resolution platform set up by the European Commission at the following address and listing all the dispute resolution bodies approved in France: <https://webgate.ec.europa.eu/odr/> .

In the event of failure of the possible mediation procedure or if the Customer wishes to seize a court, the rules of the code of civil procedure will apply, the Customer nevertheless committing, on pain of nullity of the procedure, to send a registered letter with acknowledgment of receipt by La Poste indicating its intention to initiate legal proceedings against the Company prior to referral to any jurisdiction.

For the resolution of any dispute that has not found an amicable outcome, exclusive jurisdiction is assigned to the Courts within the jurisdiction of the Paris Court of Appeal, unless there is a mandatory procedural rule to the contrary.