

GENERAL TERMS AND CONDITIONS OF SALE | BACK MARKET DATED APRIL 2021

As this page is not very light-hearted, it was put in Comic Sans MS 🤪
(It's a dream come true)

Article 1. Recitals

1.1 The company JUNG S.A.S. (Back Market), a simplified joint-stock company whose registered address is 154 boulevard Macdonald, 75019 Paris and listed on the Paris Trade and Companies Register under number 804 049 476, makes available a Platform under the name "Back Market" enabling Buyers to enter in contact with Sellers and offering various services described in the terms and conditions of use accessible [here](#), which govern relations between the Buyer and JUNG S.A.S.

JUNG S.A.S. is an **intermediary host**, and does not sell nor buy any Products on the Platform.

1.2 These terms and conditions of sale govern the contractual relationship between a Buyer and a Seller, resulting from the purchase of a repackaged, second-hand and refurbished Product on the Platform (see definitions in article 2 hereafter).

Article 2. Definitions

In every instance where, in this contract, the words below appear, in singular or plural form, with a capital letter, they shall have the following meanings:

Buyer(s) means any natural person(s) of legal age with the capacity to complete legal actions as well as any legal person(s) under private law, holding a customer account.

T&C of Sale means these terms and conditions of sale which govern relations between Buyers and Sellers

T&Cs of Use means the terms and conditions of use which govern relations between Buyers and JUNG S.A.S

Product File means the description of a Product, indicating as a minimum, the price including VAT expressed in Euros, a description of the basic characteristics of the Product, the brand, model and state of the Product.

Seller File means the description of a Seller, indicating as a minimum, its trading name or its legal name, the address of its establishment or its registered address, its registration number on the Trade and Companies Register.

Platform means the Internet website, accessible at the address www.backmarket.ie, at which Buyers and Sellers can be put in contact for the purchase of Products.

Products means all kinds of products sold on the Platform.

Seller(s) means any professional seller of Products registered on the Platform.

Article 3. Scope of application, acceptance and modifications of the T&Cs

3.1 The purpose of these T&Cs of Sale is to frame the contractual relationship between a Buyer and a Seller resulting from the sale and purchase of a Product on the

Platform. They do not govern relations between Buyers and JUNG S.A.S. which are subject to the general terms and conditions of use, which may be consulted on the Platform.

3.2 The T&Cs of Sale must be unreservedly accepted by each Buyer prior to any purchase of Products. The Buyer takes care to read the T&Cs of Sale, accept them and save a copy for themselves for reference if needed. Refusal of the T&Cs of Sale when ordering prevents the Buyer from completing their order. The T&Cs of Sale are emailed to the Buyer so that they can keep a copy and refer to it if necessary once the order is validated.

3.3 The T&Cs of Sale are susceptible to change. The Buyer is therefore invited carefully read and accept the T&Cs of Sale for each order, as they may change between two successive orders. In addition, all versions of the T&Cs of Sale are always accessible on the Website.

Article 4. Creating a customer account

4.1 To order a Product on the Platform, a customer account must be created on the Platform according to the terms described in the T&Cs of Use of the Platform, which are accessible on the Platform. The Buyer is informed that their full name, email address, mobile phone number and physical address, and for legal persons, their full name, email address, phone number of the natural person representing them on the Platform, are communicated to the Seller to allow them to honour the order.

Article 5. Ordering Products and payment obligation

5.1 In order to buy a Product, an active customer account is required, or one should be created. Products are ordered on the Platform from Sellers who complete the Seller Files, Product Files and the delivery terms and charges. Sellers are solely responsible in this regard for (i) the veracity and exhaustiveness of (a) the information provided in the Seller File and (b) the Product description in the Product File, as well as (ii) the Product's full compliance with its description in the Product File.

5.2 The user selects the Product(s) that they wish to purchase. They then click on "Add to basket", select their delivery option and desired commercial warranty, and provide their delivery address. They are then informed of the total cost of their order. If they are not already logged into their customer account, the user is invited to log in or create a customer account. Then, the Buyer reads the T&Cs of sale and if it is their first purchase, the T&Cs of use of the Platform, available here. Once they have read the T&Cs of sale and, where applicable, the T&Cs of use of the Platform, the Buyer must accept them and save a hard copy. Finally, the Buyer may then click on "Validate and Pay". The Buyer then chooses their method of payment and provides the necessary information to finalise their payment. They are then invited to click on "Confirm payment" which invokes the Buyer's obligation to pay.

5.3 The Buyer is informed that the sale is not completed at that point. In effect, with regard to Products which are occasional goods, the Seller may not have the item in stock, the Seller has a period of 24 working hours to confirm their ability to honour the order. The sale of Product(s) is therefore concluded between the Buyer and the Seller at the time when the Seller confirms the availability of the Product(s). In case of confirmation of the availability of the Product(s), the sale is completed and the Buyer is

debited by the amount of its order. In the event of unavailable Product(s) or absence of confirmation of their availability by the Seller within the aforementioned 24 hour period, the order is automatically cancelled and the sale is deemed never to have been completed. The holding of the Buyer's payment is then immediately released.

5.4 Each purchase is independent of the others. Thus, if one or more orders have not been confirmed by the relevant Seller(s), the Buyer's other order(s) are not cancelled and the Buyer is obliged to pay the order(s) which have not been cancelled. Similarly, where only one Product on a same order for at least 2 Products is not available, the order is not cancelled and the sale is completed for the other available Product(s).

5.5 The payment methods available on the Platform are the following in particular: (i) payment by bank card in one instalment through the secure 3D payment system put in place by JUNG S.A.S. and its payment partner, and (ii) payment with codes (payment, discount or promotional).

5.6 JUNG S.A.S. receives the price of orders paid by the Buyer on the Seller's behalf, through its payment service provider, and passes on the payment after deducting its intermediary commission. The Buyer's payment information is never communicated to Sellers which are only given the Buyer's contact details which are necessary for communication with the Seller and processing of their order, namely their full name, email address, postal address and mobile phone number as well as delivery address.

Article 6. Shipment costs and delivery

6.1 The Products presented for sale on the Platform, accessible from the backmarket.ie website can only be delivered in Ireland , unless the Seller offers delivery elsewhere.

6.2 Products are delivered at the delivery address indicated by the Buyer when ordering. Delivery times and methods are provided by the Seller, which is solely responsible for full compliance with same. Ordered Products are shipped and delivered at the Seller's risk but through its customer account the Buyer may track the progress of their order and, if it has chosen tracked shipping, the progress of their delivery.

6.3 The delivery date depends in particular on the delivery method chosen by the Buyer. When the Buyer has selected a delivery method, they will be informed of a delivery date. Otherwise, the delivery of the ordered Product shall not be subject to any unjustified delay, or in any event, exceed 30 days.

6.4 Unless otherwise mentioned when ordering, delivery is paid. The delivery price is indicated in Euros, inclusive of VAT and is communicated to the Buyer prior to any payment on their part.

6.5 Upon delivery of the Product, the Purchaser checks the Product delivered and, in the event of an anomaly (damaged package, torn, open packaging, missing or damaged product), the Purchaser is invited to immediately express a reservation upon receipt of the Product. The Buyer then has 3 working days from the delivery of the Product to report this anomaly on the Platform.

Article 7. Payment methods

7.1 Payment in 1 instalment by bank card: When purchasing a Product on the Platform, the Buyer may pay in one instalment, providing the necessary information for payment by bank card. In this regard, the Buyer provides their bank card number, its expiry date and security code, and pays via the Platform's secure payment interface. This information is not shared with the Seller.

7.2 Payment, discount and promotional codes

7.2.1 Codes: When purchasing a Product on the Platform, the Buyer may use a payment, discount or promotional code. These codes may be used on the Platform and are valid on all Products placed for sale on the Platform until their expiry date and within the conditions specific to each code. **General terms of codes:** unless otherwise stated in the description for codes, (i) codes are not cumulative (i.e., the Buyer cannot use several codes for the same order), (ii) codes do not apply for delivery charges, (iii) codes cannot be exchanged or reimbursed (i.e., if the Buyer has not used a code prior to its expiry date or in case of reimbursement of the order paid in full or partially by a code, the code is permanently lost), (iv) codes with a monetary value can be used in several instalments (i.e., the value of the monetary code not used is credited to the e-wallet accessible via the Buyer's customer account until the expiry date of the code) and (v) codes cannot be used for an order that is already validated.

Article 8. Transfer of risk and ownership

8.1 Risk is transferred when delivery is complete, i.e. when the ordered Product has been physically given to the Buyer or any third party designated by the Buyer. When the Buyer entrusts delivery of the Product to a courier other than that used by the Seller, risk is transferred when the Product is given to the courier.

8.2 The Buyer shall own the Product once payment has been received in full.

Article 9. Reviewing Sellers

The Buyer may review their Seller(s) as well as the Product(s) on the Platform. Once their order is finalised, the Buyer may review the Seller's service as well as the Product through the reviewing system available on the Website. The Buyer is informed that their date of purchase and criteria for categorising reviews are displayed with their review. The Buyer also reserves the right to amend their review at any time.

Article 10. Communications on the Platform

The Buyer and the Seller agree only to communicate via their respective accounts. By way of exception, where such way of communication is impossible, for example when the Buyer's customer account has been closed, the Buyer and the Seller may interact using their respective email addresses.

Article 11. Withdrawal right

11.1 The Buyer may freely withdraw within 30 days from receipt of their order. In the case of an order relating to several Products delivered separately, the period shall run from the receipt of the last of these Products. The day of receipt of the Product is not

counted within this 30-day period and, if the period ends on a Saturday, Sunday or a holiday, it is extended until the first following business day.

11.2 To withdraw, the consumer or non-professional Buyer goes to their account and indicates that they withdraw by clicking on the "obtain assistance" button at the order in question.

11.3 The consumer or non-professional Buyer shall then have a maximum period of 14 days following their decision to withdraw to return the Product(s) to the Seller's address, unless the Seller requests the return to another address communicated to the Buyer or proposes to collect the Product(s).

11.4 The Buyer must package the Product(s) that they are returning to the Seller with care, but they are free to choose the method of sending the Product(s) and whether or not to take out insurance in the event of loss, theft or destruction of their package.

11.5 Since the Product must be returned in its original condition, the Buyer must also ensure that their personal data is deleted prior to any return to the Product and disconnect it from any account that would be connected to the Product.

11.6 Unless otherwise stated on the Seller's File, the Seller shall not bear any of these fees nor the cost of transport. Even if the consumer or non-professional Buyer is advised to opt for a tracked shipment of the package, they are informed that, unless otherwise stated in the Seller File, all costs and risks related to the return of the Product(s) to the Seller are borne by the Buyer.

11.7 Only the Products returned complete and in the condition in which they were sold (except if the Buyer has indicated that the Product received was in a state different from that described on the Product File) are accepted.

11.8 If all the conditions relating to the exercise of the right of withdrawal are met, the Seller shall reimburse the Buyer for the total amount of their order including delivery costs, unless the Buyer has chosen a delivery method more expensive than the standard delivery method, in which case the Seller is not required to reimburse the additional costs compared to the standard delivery cost.

11.9 The Buyer's liability is incurred only in respect of the depreciation of the Product resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of this Product.

Article 12. Legal warranty

General information on the legal warranty:

- The duration of the legal warranty is six years;
- The Buyer must notify the Seller of the defect within a reasonable time from noticing the defect;
- The Buyer can choose between repairing or replacing the Product ordered under the conditions described in the articles below;

- The Buyer is exempt from providing proof of the existence of the defect for a period of six months after the delivery of the Product.

The legal guarantee applies independently of the commercial guarantee that may cover the Product.

12.1 If the Buyer is a consumer, the Seller is under a legal duty to supply Product(s) that are in conformity with these T&Cs of Sale.

12.1.1 In this regard, the Product is considered to comply with the contract (i) when it is suitable for the use usually expected of a similar product and, where applicable (a) if it corresponds to the description given by the Seller in the Product File and if it has the qualities that a buyer can legitimately expect in view of the statements made by the Seller, by the producer or by his representative, in particular in advertising or labeling.

12.1.2 Defects of conformity which appear 6 months after the delivery of the Product are presumed to exist at the time of delivery, unless proven otherwise by the Seller.

12.1.3 If the Buyer is entitled to demand that the Product conforms to the contract, they cannot however contest the conformity by invoking a defect that they knew about or could not ignore when buying the Product

12.2 In the event of a lack of conformity: The Buyer chooses between the repair or the replacement of the Product. However, the Seller may not proceed according to the Buyer's choice if this choice entails a manifestly disproportionate cost compared to the other choice, taking into account the value of the Product or the importance of the defect. The Seller then proceeds, unless this is impossible, to the other choice of the Buyer.

12.3 Limitation of action: The action resulting from the lack of conformity lapses six years after notification of the defect.

Article 13. Commercial warranty and after-sales service offered by Sellers

13.1 Each Seller shall provide the Buyer (where the Buyer is a consumer) a commercial warranty and/or after-sales service.

13.2 This commercial warranty shall be given by the Seller for free, for a period of 12 months minimum and shall be valid in Ireland only. Under the terms of the commercial warranty, the Seller undertakes to offer after-sales service according to more extensive quality criteria than those provided for in article 12. In this regard, the Buyer shall be exempt from providing proof of the existence of the compliance fault in the Product throughout a 12 month period. In addition, the Seller undertakes to recover the non-compliant product within 24 hours by providing a return slip from the date the Seller received the required information from the Buyer. An option for exchange, repair or reimbursement is offered within five business days maximum from receipt of the Product(s) by the Seller. Any such warranty for the Product(s) does not cover physical damage, damage or failures which result from accident, misuse, abuse, neglect, mishandling, misapplication, faulty installation, improper maintenance, and

improper voltage supply, interference from or with other electronic devices, alteration, improper modification, firmware flashing, bios flashing or service by anyone other than the Seller or an agent approved by the Seller.

Article 14. Claims

14.1 Complaints concerning a Product or Seller are addressed directly to the Seller by the Buyer through their customer account, unless it is closed.

14.1.1 For a Buyer whose customer account is active: the Buyer undertakes only to communicate with the Seller through their customer account. The Buyer and the Seller may each track the complaint from their respective accounts.

14.1.2 For a Buyer whose customer account is closed: the Buyer addresses their complaint about a Product to hello@backmarket.ie being sure to indicate the number and date of their order and JUNG S.A.S. is then responsible for sending the Buyer's complaint to the Seller and inversely, sending the Seller's response to the Buyer by email.

14.1.3 In any event, the Seller undertakes to respond to the Buyer's complaint within 24 hours. Where a complaint is made through the customer account, the Buyer and the Seller may each track its progress from their respective accounts. The Buyer is informed that the Seller is solely responsible for processing the complaint and for after-sales service for Products they sell on the Platform. However, JUNG S.A.S. may intervene under the conditions of article 14.2 below, in the event that the Buyer encounters an issue with the Seller.

14.2 Intervention by JUNG S.A.S.: JUNG S.A.S. allows a Buyer who encounter an issue with a Seller to intervene when the following cumulative conditions are met: (i) the Buyer has an active current account, i.e. an account which has not been closed, (ii) the Buyer has made a complaint within the deadlines for the legal guarantees and via its customer account, (iii) the Seller has not provided a response (or a satisfactory response) to the Buyer within 24 hours following the complaint, and (iv) the Buyer's complaint relates to a compliance fault / hidden defect in the Product. If all of these conditions are met, the Buyer may seek intervention by JUNG S.A.S., which undertakes to act as arbitrator. In such case, depending on the purpose of the Buyer's complaint, JUNG S.A.S. requests that the Seller: (i) reimburse the price of the order or Product in dispute to the Buyer, (ii) resend a Product to the Buyer compliant with the ordered Product, (iii) offer a repair or replacement where the Product is not compliant, or (iv) give the Buyer a prepaid label to return the Product. The solution offered by JUNG S.A.S., if accepted by the Buyer, is imposed upon the Seller. In the absence of implementation of the solution offered by JUNG S.A.S. within five working days following notification to the Seller, JUNG S.A.S. undertakes to substitute the Seller. In the event that the solution offered by JUNG S.A.S. cannot be implemented (for example, if the Seller has been asked to repair the Product which the Buyer has returned to it and the Seller does not return the Product to JUNG S.A.S., etc.), JUNG S.A.S. will implement another suitable solution after accepting the Buyer's opinion.

In any case, the Seller shall be the sole responsible and shall bear all liability resulting from the sale of Products on the Platform and/or from the handling of Buyers' complaints.

Article 15. Sellers' liability and limitations of liability

The Sellers undertake to comply with the terms and conditions of sale and not to prejudice any legal or regulatory public policy rules. In particular, the Sellers undertake to (i) provide true and complete information (a) in their description of the Seller File and (b) the description of the Product in the Product File and (ii) ensure that the Product is fully compliant with their description in the Product File. Furthermore, the Sellers are responsible for compliance with delivery times and methods they have provided. In general, the Sellers are solely responsible for handling the claims of the Buyers as well as their after-sales service and the Products they sell on the Platform.

As an exception to the foregoing, the Sellers are not liable when the Product is oxidised, broken and/or when one or more of the components of the Product were manipulated by the Buyer or a third Party. Sellers are not liable in the event of misuse, negligence or failure to maintain a Product by the Buyer or in the event of normal wear of the Product, accident after delivery or force majeure. Since the Product must be returned in its original condition, the Buyer must also ensure that their personal data is deleted prior to any return to the Product and disconnect it from any account that would be connected to the Product. The Seller shall not be liable for any breach of personal data which results from non-compliance with this Article.

Article 16. Personal Data and Cookies

The Buyer's personal data is processed by JUNG S.A.S. and some is transferred to Sellers. In addition, JUNG S.A.S. uses cookies. The policies on personal data and cookies are described in the documents "[Protection of personal data](#)" and "[Cookies Policy](#)".

Article 17. Applicable terms and conditions of sale

The Buyer is bound by the T&Cs of sale of the website on which they made their order.

Please be reminded that Jung S.A.S. acts as an intermediary host, and does not take part in the sale entered into between the Seller and the Buyer. It shall bear no liability in relation with the Products and their sale.

Article 18. Applicable law, settlement of disputes and competent jurisdiction

18.1 These T&Cs of Sale are subject to Irish law.

18.2 In the event of a dispute relative to the formation, conclusion, execution, interpretation or validity of the T&Cs of Sale or relations with a Seller, the Buyer and the Seller are invited to take all necessary diligence to find an amicable resolution to their dispute.

18.3 The Buyer (being a consumer) is informed that if they wish, they may freely refer to a consumer mediator for the amicable resolution of the dispute with the Seller. In

this regard, the Buyer may freely use the online dispute settlement platform put in place by the European Commission, available [here](#).

18.4 If the Buyer does not wish to avail of mediation, if the mediation has not been successful, or in the event of failure of other measures that the Buyer may take in an attempt to amicably resolve their dispute with the Seller, the Buyer may refer to the competent courts of the location in which they reside at the time of conclusion of the contract or occurrence of the damaging event, location of the Seller's registered address or the effective delivery location of the Product(s).