

# General Terms and Conditions of Sale

The present general terms and conditions of sale (hereinafter the "GTC") form a contract between the company MIXIT7, SARL, with a capital of 10,000 euros, whose registered office is in PARIS (75008) 34 avenue des Champs-Élysées, registered in the PARIS Trade and Companies Register under the number 842 652 547 represented by Mrs. Laetitia SULITZER and Mr. Steve SHALLOE (hereinafter the "Company"), on the one hand, and any individual or legal entity, under private or public law, acting as a private individual or professional, who orders a service from MIXIT7 (hereafter the "Client" or "You"), on the other hand.

These GTC are applicable in a general way to all services provided by MIXIT7 (hereinafter the "Service"), to the exclusion of all other conditions, particularly those of the Client.

Certain services are also governed cumulatively by special conditions of sale providing for specific obligations on the part of MIXIT7 or the Client (website hosting, domain name reservation).

## 1. About Mixit7

The Company MIXIT7, SARL, with a capital of 10,000 euros, whose registered office is in PARIS (75008) 34 avenue des Champs-Élysées, registered in the PARIS Trade and Companies Register under number 842 652 547 represented by Mrs. Laetitia SULITZER and Mr. Steve SHALLOE (hereinafter the "**Company**"). The Company offers the following services: Creation and maintenance of websites, auditing and optimisation of digital performance, development and maintenance of applications (software packages).

## 2. Preamble

The Company invites its clients to read these General Terms and Conditions of Sale and Use (hereinafter the GTC/UG) carefully. The GTC/UG apply to all Services provided by the Company to its Clients in the same category, regardless of any clauses that may be included in the Client's documents, in particular its general terms and conditions of purchase.

The GTC/GU are systematically communicated to the Customer who requests them.

The Customer is obliged to read the GTC/GU before placing an order.

In the event of any subsequent amendment to the GTC/GU, the Customer shall be subject to the version in force at the time of his Order.

The data recorded in the Company's computer system constitutes proof of the transactions concluded with the Client.

## 3. Definitions

"**Client**" means any natural or legal person who wishes to have a service performed

"General Terms and Conditions of Sale and Use" or "GTC/UG" means these general terms and conditions of online sale and use;

"Services" means all services offered to clients by the Company through this contract;

"Company" means the Company MIXIT7, more fully described in article I of the present document

#### **4. Service provision and prices**

The Services covered by the T&Cs/GU are those listed in this quotation and offered directly by the Company or its partner providers.

The services are described on the corresponding page within the quotation and all their essential characteristics are mentioned. The Company cannot be held responsible for the impossibility of carrying out the said service when the User is not eligible.

The Company undertakes to invoice the services at the rate applicable at the time they are ordered. For services for which the price cannot be known a priori or indicated with certainty, a detailed estimate will be sent to the Client.

Under no circumstances may the customer demand the application of discounts that are no longer in force on the day of the order.

The Company may grant the Client price reductions, discounts and rebates depending on the number of Services ordered or on the regularity of the orders, according to the conditions set by the Company.

#### **5. Time limits and payment terms**

Unless otherwise agreed, all sales shall be paid within 30 days of receipt of invoice.

Depending on the nature or amount of the order, the Company is free to require a deposit or payment of the full price when placing the order or when receiving the invoice.

Payment can be made by bank transfer

In the event of non-payment of all or part of the services on the date agreed on the invoice, the Professional Client shall pay the Company a late payment penalty equal to the rate applied by the European Central Bank for its refinancing operation plus 10 percentage points. The financing operation selected is the most recent at the date of the order for the services.

In addition to the late payment penalties, any sum, including the deposit, not paid on the due date, shall automatically give rise to the payment of a fixed penalty of 40 euros due for collection costs.

In the event of non-payment of all or part of the services by the date agreed on the invoice, the Client shall pay the Company a late payment penalty equal to the legal interest rate.

The penalty due by the Client is calculated on the amount of the remaining sum due, including all taxes, and runs from the due date of the price without any prior notice of default being necessary.

In case of non-compliance with the payment conditions described above, the Company reserves the right to cancel or suspend the sale.

## **6. Performance of the services**

The services ordered will be provided by The Company.

The Company undertakes to use all human and material resources to carry out the service within the deadlines announced when the Order was placed. However, the Company shall not be held responsible for any delays in the performance of the service caused by faults for which it is not responsible.

If the services have not been carried out within the period provided for, the cancellation of the sale may be requested by the Client under the conditions provided for in Articles L138-2 and L138-3 of the Consumer Code. The sums paid by the Client will be returned to him at the latest within fourteen days following the date of cancellation of the contract.

This provision does not apply when the Company's delay is due to a fault of the Client or to a case of force majeure, i.e. the occurrence of an unforeseeable, irresistible event beyond the Company's control.

### **Confidentiality clause**

MIXIT7 undertakes to respect the strictly confidential nature of the information and documents provided by the client in the course of its work. All necessary measures have been taken in this respect with regard to our employees and partners.

## **7. Jurisdiction clause**

The law governing the GCS/GU is French law. Any dispute that may arise between the Company and the client during the execution of the present terms and conditions shall be subject to an attempt at amicable resolution. Failing this, the disputes will be brought to the attention of the competent courts under common law.

The Customer is informed that he may have recourse to conventional mediation with the Commission de la Médiation de la Consommation (Consumer Mediation Commission) provided for in Article L534-7 of the French Consumer Code or with the existing sectoral mediation bodies. He may also have recourse to any alternative dispute resolution method in the event of a dispute.

## 8. Pre-contractual information

Prior to placing an Order, the Customer acknowledges having been provided, in a legible and comprehensible manner, with the GTC/GU and the information and details provided for in articles L111-1 to L111-7 of the Consumer Code, and in particular:

- the essential characteristics of the Services;
- the price of the Services ;
- the date or time by which the Company undertakes to provide the Service;
- information relating to the identity of the Company (postal, telephone and electronic contact details);
- information on legal and contractual guarantees and how to apply them;
- the possibility of resorting to conventional mediation in the event of a dispute;

The signature of this document implies acceptance of the GTC/GU. The Client may not rely on a contradictory document.

**Last update: 30/05/2022**