

GENERAL TERMS AND CONDITIONS OF SALE FOR LEROYMERLIN.BE

Article 1. SCOPE

The purpose of the general terms and conditions of sale set out below (hereinafter the General Terms and Conditions of Sale) is to govern all contractual relationships between LEROY MERLIN France SA, with capital of €100,000,000, having its registered office at Rue Chanzy - 59260 Lezennes - France - Trade and Companies Register of Lille Métropole 384 560 942, Intra-Community VAT No. FR49384560942 (hereinafter 'We' or 'Us') and customers aged 18 or over with full legal capacity (hereinafter 'You') placing an order via the leroymerlin.be website (hereinafter the 'Site').

The General Terms and Conditions of Sale apply without restriction or reservation to all sales of products featuring in our catalogue published on the Site, with the exception of purchases made directly at our physical LEROY MERLIN establishments.

The act of placing an order via the Site implies your unconditional acceptance of the General Terms and Conditions of Sale. To this end, You confirm that You accept all of the General Terms and Conditions of Sale by ticking the 'J'accepte' ('I accept') box when placing your order. We reserve the right to amend these General Terms and Conditions of Sale at any time. We suggest that You read the General Terms and Conditions of Sale carefully for each new order placed. The applicable General Terms and Conditions of Sale shall be those in force on the date of placing the order. The General Terms and Conditions of Sale can be accessed at all times on the Site and shall prevail over any other contradictory version or document.

For all information regarding tracking of your order, please contact Us

by e-mail:
site.internet@leroymerlin.be

Article 2. YOUR ORDER

The order of products that You select (hereinafter the 'Products') will be completed according to the process described below.

Your identifying information:

You access the content of your basket containing all of the Products. Then, You need to provide your identifying information. To this end, You undertake to provide Us with accurate and reliable information so that We may fulfil all of our contractual obligations. We shall not be liable in the event that the information You have provided proves to be false or incomplete. In this context or in the event of default on payment or any other irregularity regarding your account, We reserve the right to cancel your order and/or delete your user account. Your identifying information can be entered directly after selecting the Products or via your user account (hereinafter the 'Account'). Opening an Account involves the entry of two identifiers: an e-mail address and a password of your choice. Your login information is personal to You and must be kept confidential. You may access the personal data that You have provided to Us on request, in accordance with the provisions of the article on Personal Data herein.

Placing your order:

Once the Products have been selected and your identifying data entered, You then need to select your payment method.

You will then be shown a summary of your order with the Products, prices and

delivery details. You will also be allocated an order number.

Final confirmation of your order:

Once the order is confirmed, payment of the order amount is made by credit or debit card. Your invoice will be sent to You by e-mail after receiving your parcel.

Product availability:

Items are offered to You within the limits of the stock available. Consequently, in the event that an ordered Product is unavailable, We undertake to notify You as quickly as possible and will refund the Product within a maximum of thirty (30) days. In this case, We will cancel and refund your order.

Article 3. PRODUCT PRICES

The prices stated on the Site are shown 'inclusive of VAT' (inc. VAT) and include the cost of disposing electrical and electronic equipment (eco-tax).

Article 4. PAYING FOR YOUR ORDER

Payment for your purchase is made by credit or debit card.

Cards accepted: CB, VISA, MASTERCARD and AMERICAN EXPRESS when entering your bank details from the Site. All bank details entered are subject to secure processing and are encrypted immediately. This information is only accessible by our banking partner, so that it may contact your bank. At no time will We or any other third party be able to access your bank details. Your payments are transmitted to our banking partner on the order date.

Once your order is confirmed, We take an imprint of your card. It will only be debited when your order is shipped or at the latest six (6) days after your order is confirmed.

Note: payment by virtual card is not accepted on our Site.

In the event of late payment:

Pursuant to the regulations in force, any sums not paid when due by any business customer shall give rise to a flat-rate penalty for recovery fees in the amount of forty (40) euros, which will automatically begin to accumulate with that for late payment penalties shown on your invoice.

Article 5. SECURITY OF YOUR MEANS OF PAYMENT

To guarantee maximum security when placing orders, all payments by credit or debit card are secured using the TLS protocol offered by Stripe. This system relies on proven encryption techniques, thus ensuring the confidentiality and integrity of data exchange. Consequently, when entering your bank details (card number, expiry date and security code), these are automatically encrypted and sent securely to a server (Stripe server), without passing through Us.

Simultaneously, We securely send data specific to your order to the same server (merchant number, transaction number, order amount). For more information about the Stripe system, You can visit Stripe's website at <https://stripe.com/fr>.

You can make sure that your payment is secure by checking in the browser's address bar that the URL starts with 'https'. Furthermore, one of the following icons:



depending on the type and version of your browser should appear.

Article 6. DELIVERY OF YOUR ORDER

General information:

By 'delivery', We are referring to the means implemented to deliver the Products ordered via the Site. Details of the delivery process are provided below:

We only deliver to Belgium and Luxembourg.

Delivery will be made at the address that You stated when placing your order. Delivery will be made within the period shown in the order confirmation that We will send You. Deliveries cannot be made at weekends or on public holidays. Delivery times start from the day after payment is made by credit or debit card, subject to its acceptance.

We undertake to implement all necessary means to meet the delivery dates stated. Therefore, in the event that We are notified of a delivery delay, We undertake to warn You as quickly as possible. You may then decide whether to maintain or cancel all or part of your order.

If the delivery deadline is exceeded by more than seven (7) days, You shall be entitled to cancel your order by e-mail sent to the following address: site.internet@leroymerlin.be. Your order will be refunded within a maximum of thirty (30) days following receipt of the e-mail. Should delivery take place before your cancellation request has been processed by our staff, We will provide You with a return slip and give You a return address for the delivered Products.

Delivery rates:

The method of delivery available to You is free home delivery.

Delivery process:

Delivery will be made at the address that You stated when placing your order.

If You are absent on the delivery date, an attempted delivery notice will be left in your letterbox inviting You to collect the Product from your local post office. You will be asked for an identity document. The order will be held at the collection point for fifteen (15) days. Beyond that period, it will be returned to Us.

Article 7. CONFORMITY OF YOUR ORDER

When You receive your order, You must open and check it, in terms of both the conformity and the quantity of the Products. In this respect, You will sign a delivery or transport note. You may express any reservations necessary, in detail, legibly and as precisely as possible, in the event of anomalies found (breakage, damage, non-conformity: wrong Product, different colour and/or dimensions, Products missing, etc.). In this case, You must refuse delivery of the parcel. You must confirm your reservations to Us either via the form available in the 'Contact us' section or by e-mail at the following address: site.internet@leroymerlin.be, making sure to specify the order number concerned, within three (3) days, not including public holidays, following delivery.

In the event that non-conformities are found, please report them to Us at the following address:

site.internet@leroymerlin.be We may ask You to supplement your message with photos of the damage.

We will suggest that You return the non-conforming product for a refund or a

replacement. Any replacement of the products concerned shall be subject to available stock. If out of stock, We will cancel the unavailable product and send You a refund.

Before using or starting the Product for the first time, We expressly recommend that You read the instruction manuals and documents enclosed with the Products carefully. Where applicable, We remind You of the importance of wearing personal protective equipment when using the Products. We shall not be liable for any damage resulting from use of the Products that does not comply with the instructions provided in the manuals and documents enclosed with the Products.

You may contact Us at the following e-mail address: site.internet@leroymerlin.be.

Article 8. RETURNING AN ITEM

Return procedure: You may request to return an item from your Account. To do so, go to your Order Tracking and click on the Return button for a product corresponding to the order concerned. You have six (6) months to return an item to Us.

The item must be returned in its original packaging, together with all accessories and manuals, in good condition and with the corresponding invoice. 'Custom' products cannot be returned.

In-store return:

You may return any item, if it is in good condition, to your nearest Leroy Merlin store. Stores will only accept items in perfect condition. If your item is broken or faulty, please contact Us at the following e-mail address: site.internet@leroymerlin.be.

Return shipping:

To return an item to Us by post, please contact Us so that our Customer Service team can organise the return.

If it is a small parcel, You will be sent a return label to be affixed. You can then drop off your parcel at the post office and use the tracking number to track the return.

For heavy and bulky items, once the request has been registered by Customer Service, You will be contacted within three (3) working days to arrange pickup with the carrier responsible for collecting the parcel.

Our staff will send You an e-mail to confirm receipt of the returned item.

Procedure for refunds and replacements of returned items:

Refunds and replacements of returned items are issued on receipt of the item by our staff. For a refund, this is carried out using the payment method chosen for the order. You will be notified by e-mail once the refund has been issued.

If You chose to replace your item, please note that the delivery times are calculated from receipt of the returned item by our staff and according to availability.

Article 9. RIGHT OF WITHDRAWAL

Procedure for exercising your right of withdrawal:

Pursuant to the regulations in force, for any purchase of Products made on the Site, You shall have a withdrawal period of fourteen (14) days from receipt of the goods, which allows You to fully or partially cancel your orders.

To facilitate the management of product returns (free return shipping) and ensure transport of the Products under the best possible conditions, the Products must be

returned in their original packaging, together with all accessories and manuals, in good condition and with the corresponding invoice. The right of withdrawal does not apply to 'custom' products.

Should You wish to exercise your right of withdrawal, You may do so via the 'My account' area or by contacting Us at the following e-mail address: site.internet@leroymerlin.be. We will provide You with a return slip and give You a return address for the Products.

In accordance with applicable law, We undertake to refund You all sums paid (including shipping fees) within a maximum of fourteen (14) days following collection of the Products or receipt of proof of shipping of the Products.

We will carry out the refund using the same payment method as that used to place your order, unless You expressly request otherwise.

Article 10. GUARANTEES – AFTERSALES

Legal guarantees:

Conformity guarantee:

We shall be liable for non-conformities between the Product and the contract under the conditions of Articles 1649bis et seq. of the French Civil Code. Subject to presentation of proof of purchase, You will have two (2) years following delivery of the Product to make a claim regarding the legal conformity guarantee. For the first six (6) months following delivery of the Product, You shall not be required to provide proof of non-conformity, as this shall be our responsibility. This period is extended to twenty-four (24) months as from 18 March 2016. In the event of non-conformity, You may choose between repair or replacement of the Product. However, We may not proceed according to your choice if it

gives rise to a clearly disproportionate cost with regard to the other option offered, taking into account the value of the item or the severity of the fault. If, however, neither of the proposed solutions can be implemented within one (1) month following the claim, You shall be entitled to request a price reduction or termination of the contract. However, termination of the contract may not be accepted if the non-conformity is minor.

Guarantee against latent defects:

We shall be liable for latent defects in the Product under the conditions laid down in Articles 1641 et seq. of the French Civil Code. Subject to presentation of proof of purchase, You may make a claim regarding the guarantee against latent defects within two (2) years after discovering the defect. In order to benefit from the guarantee against latent defects, You must provide proof that the defect was not apparent, that it existed at the time of purchase and that it renders the Product unfit for the use You had intended, or that it drastically reduces its suitability for that use. If You provide such proof, You may choose between cancellation of the sale or a reduction in the sale price, in accordance with Article 1644 of the French Civil Code.

The legal conformity guarantee and the guarantee against latent defects shall apply irrespective of any commercial guarantees provided.

Potential commercial guarantees provided:

Commercial guarantees regarding the Products and their enforcement conditions are determined by the supplier of the Product. They are optional and do not replace the legal guarantees. Commercial guarantees may therefore differ (length, scope, etc.) depending on the Products, suppliers and brands. You will find details of these guarantees in the factsheet attached to the

Product and specified in the user manual or any other document supplied with the Product. The guarantee period shall begin from delivery of the Products. In general, We inform You that the following are not covered by the commercial guarantee offered by the suppliers:

- malfunctions relating to improper use and/or lack of maintenance of the Product
- malfunctions relating to normal wear and tear of the Products and the replacement of accessories, wear parts and consumables
- deterioration relating to various shocks suffered by the Products
- routine maintenance operations (emptying, adjustment, sharpening, etc.) outside the scope of the commercial guarantee offered by the suppliers

Problems using or installing your Product?

If the problem related to the Product is covered by the supplier's contractual guarantee, You will be sent a return slip to send Us the Product, free of charge, within two (2) years following receipt of your Product. Beyond this period, You will be asked to send the Product directly to the supplier.

Article 13. LIABILITY

We cannot be held liable if You fail to comply, fully or partially, with the General Terms and Conditions of Sale, or in the event of an unforeseeable act committed by a third party or force majeure. In this case, We may be excused from all or part of our responsibility by providing proof of failure to fulfil, or improper fulfilment of, these General Terms and Conditions of Sale, either when this is

attributable to You or when it is an unforeseeable and unavoidable act committed by a third party to the contract or as a consequence of a force majeure event as recognised under case law.

Article 14. RETENTION OF TITLE

The goods delivered shall remain our property until their price is paid in full. Default on payment may result in reclaiming the goods.

The risk of loss or deterioration is however transferred to You as from delivery of the Products.

Article 15. PERSONAL DATA

Leroy Merlin places great importance on the protection and respect of its Customers' privacy and their personal data. The purpose of Leroy Merlin's Privacy Policy is to inform Customers of its practices concerning consent, collection, use, storage, security measures, retention periods, recipients and sharing of the personal data that the Customer is required to provide when making a purchase or creating an online account, etc.

The Privacy Policy is available in the legal information area of the Site via the following link:

<https://leroymerlin.be/politique-de-donnees-personnelles>. The Customer may ask a store employee to print a paper copy of this policy should they so wish.

To that end, We protect the privacy of our Customers by complying with the legislation in force and by following Leroy Merlin's internal rules on personal data protection adopted to uphold and guarantee the rights of Customers regarding the personal data they entrust to it. We fulfil the required formalities and record-keeping for our processing.

You have a right of access, a right to rectification and a right to erasure of your personal data.

These rights can be exercised by sending an e-mail to relationclient.siege@leroymerlin.fr or by sending a letter to the following address:

LEROY MERLIN – Voix du Client
RUE CHANZY – LEZENNES
59712 LILLE CEDEX 9 – France

In order for Us to fulfil it, each request must be accompanied by the information required to identify the sender: first name, last name, e-mail address and, where necessary, postal address.

IMPORTANT NOTE: THE PROCESSING TIMES FOR YOUR REQUEST WILL NEED TO BE EXTENDED IF YOU SEND IT BY POST, DUE TO MATERIAL AND TECHNICAL CONSTRAINTS.

Article 16. DISPUTE MANAGEMENT

In the event of a dispute regarding a purchase on the Site www.leroymerlin.be, You may send a written complaint to the following e-mail address: site.internet@leroymerlin.fr.

If You are not satisfied with the response provided, or failing a response, You may send a written complaint to the FEVAD Mediation Service for any complaints concerning a purchase made in-store or on the Site in the past twelve (12) months, either electronically at www.mediateurfevad.fr or by post to the following address:

Médiateur du e-commerce de la FEVAD
60, rue La Boétie
75008 Paris
France

The solution proposed by the Mediator is not binding on the parties, which shall remain free to withdraw from the Mediation process at any time.

Article 17. APPLICABLE LAW AND COMPETENT COURT

All provisions of the General Terms and Conditions of Sale are subject to French law. All disputes relating to the commercial relationship existing between You and Us shall be subject

to the competent court with territorial jurisdiction.

In the event of a dispute, an amicable solution shall first be sought.

WITHDRAWAL FORM

Pursuant to the regulations in force, for all purchases of services made on the site, you shall have a withdrawal period of fourteen (14) days after entering into the contract, which allows you to fully or partially cancel your orders.

In order to exercise your right of withdrawal, please complete this form and return it to us by e-mail or by post at the address shown.

A l'attention de:

LEROY MERLIN FRANCE

Service relation client internet

Rue Chanzy – Lezennes 59712 Lille Cedex 9 – FRANCE

site.internet@leroymerlin.be

I/We, _____ hereby notify
my/our withdrawal from the contract concerning the sale of goods below:

Order No.: _____

Ordered on: __ / __ / ____

Received on: __ / __ / ____

Your address:

Your e-mail address:

Date __ / __ / ____

Signature (if completing a paper version of this form)

You can find all of our General Terms and Conditions of Sale at www.leroymerlin.be

