

SALES AGREEMENT
Purchase order

BETWEEN

LIVINGPACKETS FRANCE SAS, *société par actions simplifiée* ("simplified joint stock company") (824 631 584 RCS Nantes) with a share capital of EUR1,000,000, having its registered office at 2 rue Adrienne Bolland 44980 SAINTE-LUCE-SUR-LOIRE, represented by its President the company LIVINGPACKETS SA ("**LPSA**"), a company incorporated under Swiss law with a share capital of CHF1,001,001, whose registered office is located at Avenue C.F. Ramuz 80, 1009 Pully (Switzerland), registered in the trade register of the Canton of Vaud under number CHE-385.652.744, itself represented by its Director Mr Alexander Cotte Augsberger, having all powers in this capacity for the purposes hereof,

Hereinafter "**LPF**" or the "**Seller**"

AND

Name of owner, **born on** Date of Birth **in** Place of Birth, **residing at** Address
Email and Telephone Number

Billing address (if different): Address

Hereinafter referred to as the "**Buyer**"

Hereinafter referred to together as the "**Parties**" and individually as the "**Party**"

1. PURPOSE

By accepting this agreement, **LPF** sells to **the Buyer** one or more smart packages called THE BOX according to the terms and conditions defined below.

2. DEFINITIONS

Capitalised terms are defined in the General Terms and Conditions of Sale.

3. ITEMS SOLD

BOXes sold are specifically identified as follows:

Version of THE BOX: [Click here to enter text.](#)

Number of units: [Click here to enter text.](#)

A cryptographic algorithm using several technologies makes it possible to assign to each BOX a specific identification number and to guarantee the integrity and tamper-evident nature of the data collected and made available to the Buyer through the Application.

4. STATEMENTS OF THE BUYER

The Buyer has read the full description of THE BOX on the LivingPackets website at the following address: [Technical-Data-Sheet-THE-BOX-V2](#) as well as the conditions of use of the dedicated mobile application for THE BOX available on the same website no later than at the time of Placement of THE BOXes into Circulation.

The Buyer declares that it has adequate equipment (smartphone, tablet, laptop, etc.) and an adequate Internet connection allowing it to benefit from BOX monitoring and inspection services via the dedicated application (see Article 3 of the General Terms and Conditions of Sale).

5. PURCHASE PRICE – PAYMENT TERMS

Current rates can be found on the LivingPackets website at the following address: [Price-Sheet-THE-BOX-v2](#)

The price per BOX is: [Click here to enter text.](#) Euros including taxes.

Number of BOXes purchased: [Click here to enter text.](#)

Total price: [Click here to enter text](#) Euros including taxes.

Other duties and taxes: [Click here to enter text.](#)

Total amount due: [Click here to enter text](#) Euros including taxes.

The order is firm upon acceptance of the Purchase Order, and the payment made upon the order

does not constitute the payment of deposits within the meaning of Article 1590 of the French Civil Code.

Furthermore, this sale relates to a product whose manufacture is undertaken on special order from the buyer within the meaning of Article L. 214-3 of the French Consumer Code, and the amounts paid before delivery therefore do not produce interest at the end of a period of 3 months after payment.

The price is payable in one payment by bank card at the time of the order.

6. DELIVERY TIME

The **Seller** does not have BOXes in stock, and each BOX must be the subject of a personalised identification process, which the **Buyer** accepts and acknowledges; the acceptance of the Purchase Order initiates the **Seller's** manufacture of THE BOX or BOXes ordered for delivery to the **Buyer**.

The delivery time is between six (6) and twenty-four (24) months from the acceptance of the Purchase Order.

In the event of non-compliance with the delivery time, Article 6.1 of the General Terms and Conditions of Sale will apply.

7. DELIVERY ADDRESS

THE BOX or BOXes will be delivered to the following address: [Click here to enter text](#).

If the **Buyer** rents THE BOXes to **LPSA** through a separate contract, the delivery will take place at the address and according to the terms and conditions provided for in the Rental Agreement.

8. RIGHT OF WITHDRAWAL

Each BOX has its own cryptographic element making it possible to link it to a given User. Consequently, THE BOX must be regarded as a "clearly personalised" product within the meaning of Article L. 221-28, paragraph 3, of the French Consumer Code, and the **Buyer** may not benefit from the right of withdrawal provided for in Article L. 221-18 of the French Consumer Code.

9. TRANSFER OF OWNERSHIP

This sale is concluded with reservation of ownership by **LPF** until full payment of the price (see Article 7.3 of the General Terms and Conditions of Sale).

10. SIGNATURE

By accepting the Purchase Order, the **Buyer** confirms having first read the General Terms and Conditions of Sale of **LPF**, and having read, understood and accepted without reservation all the provisions of the Purchase Order, its appendices and the General Terms and Conditions of Sale.

The Buyer also acknowledges that it has been fully informed by **LPF** of the essential characteristics of THE BOX.

Drawn up in [Click here to enter text.](#)

On [Click here to enter text.](#)

LIVINGPACKETS FRANCE GENERAL TERMS AND CONDITIONS OF SALE –

APPLICABLE ON 1 JANUARY 2021

1. DEFINITIONS

Capitalised terms will have the following meanings:

Buyer: the **LPF** customer who placed an order by accepting the Purchase Order

Application: the mobile application developed by **LPF** and dedicated to the monitoring and inspection of BOXes.

BOX(es) or Item(s): THE BOX(es) sold by **LPF** to the **Buyer**.

Purchase Order: the purchase order accepted by the **Seller** and the **Buyer**.

THE BOX: innovative and smart packaging designed by **LPF**.

General Terms and Conditions of Sale: these general terms and conditions of sale.

Rental Agreement: any rental agreement entered into between the **Buyer** and **LPSA**.

Sales Agreement: the integral contractual elements consisting of the Purchase Order, the General Terms and Conditions of Sale and their appendices.

Creations: has the definition attributed to it in Article 9 of these General Terms and Conditions of Sale.

Placement into Circulation: the use of THE BOX by LPF in the context of services provided to Users.

User(s): any user of THE BOX and related services.

The Seller or LPF: the French company LIVINGPACKETS FRANCE (SIREN 824 631 584), having its registered office at 2 rue Adrienne Bolland (44980) SAINTE-LUCE-SUR-LOIRE.

2. SCOPE OF APPLICATION - CONTRACTUAL DOCUMENTS

Any sale of BOXes by **LPF** is subject to these General Terms and Conditions of Sale.

The Sales Agreement consists of the Purchase Order and its appendices as well as the General Terms and Conditions of Sale, all of which are integral parts of the Sales Agreement.

The appendices are as important to the Sales Agreement as the Purchase Order.

In the event of contradiction or difficulty in interpretation, the Purchase Order and its appendices will prevail over the General Terms and Conditions of Sale.

No other document or written instrument will be part of the contractual relationship between the Parties.

Any change made to the Purchase Order or its appendices must be the subject of a written amendment dated and signed by each of the Parties to be valid between them.

3. PRODUCT DESCRIPTION

THE BOX is a sustainable and intelligent packaging solution developed and sold by **LPF**.

THE BOX makes it possible to secure its contents thanks to an integrated holding mechanism, an integrated locking system to detect any attempted opening, sensors continuously measuring temperature, humidity and shock, and manufacturing materials with high shock absorption power.

The full description of THE BOX can be viewed online at the following address: [Technical-Data-Sheet-THE-BOX-V2](#).

THE BOX is a smart product that requires the **Buyer** to install a dedicated application to access all its features.

The Application is available no later than at the time of Placement of THE BOXes into Circulation and can be downloaded via *Google Play Store* and the *Apple App Store*. It requires the **Buyer** to agree to its terms of use.

The basic features of THE BOX can be used free of charge via the Application.

The Sales Agreement is not intended to govern the specific (*premium*) services that may be rendered by **LPF** at the request of **the Buyer** via the Application.

4. PRODUCT DESCRIPTION

4.1 Personal use

THE BOX may be used for personal purposes to retain, secure and/or personally transport items or merchandise.

THE BOX may also be used to ship items or merchandise through logistics professionals. In this case, and to benefit from these features, a service agreement may be entered into with **LPF** for each shipment via the Application.

4.2 Rental to LPSA

THE BOX may be rented to **LPSA** in exchange for the payment of rent. This transaction is conditional upon the conclusion of a separate Rental Agreement at the same time as the sale.

Only new BOXes may be rented to **LPSA**, unless expressly agreed prior to the rental.

5. ORDER

To be valid, any order must be made using a Purchase Order issued by **LPF**. The order is definitively accepted only if the Purchase Order and its appendices are filled in full and all the information indicated therein is accurate and verifiable.

Any modification of the order due to the Buyer may only be taken into account with the agreement of **LPF** and will result in the preparation of an amendment as well as, if applicable, the application of the rates and delivery times in force at the time of signature of the amendment.

6. DELIVERY

6.1 Deadlines for delivery

LPF shall deliver THE BOX to the **Buyer** within the time frame referred to in Article 6 of the Purchase Order.

For the sale of a product that is manufactured on special order from the buyer within the meaning of Article L. 214-3 of the French Consumer Code, the amounts paid as payment of the sale price will not bear interest in the event that delivery is after three months.

In the absence of any delivery within this period, the **Buyer** must, in accordance with Article L. 216-2 of the French Consumer Code, order **LPF** by registered letter with acknowledgement of receipt to deliver THE BOX within a reasonable additional period before terminating the Sales Agreement. If, at the end of this new period, **LPF** has still not made the delivery, the **Buyer** may request, automatically, except in cases of force majeure, if it deems appropriate, the cancellation of the sale, by registered letter with acknowledgement of receipt.

Unless expressly stated otherwise in the Purchase Order, delivery is made by a carrier chosen by **LPF** at the address indicated by the customer.

6.2 Risks

The risks associated with the delivery of THE BOX are then the exclusive responsibility of **LPF** until the time when the **Buyer** takes material possession of THE BOX or BOXes ordered.

However, when the **Buyer** entrusts the delivery of THE BOX or BOXes to a carrier other than that proposed by **LPF**, the risks are transferred to the **Buyer** upon delivery of THE BOX or BOXes to the carrier.

In the event of acceptance by the Buyer of a separate Rental Agreement with **LPSA**, the risks associated with the delivery of THE BOXes by a carrier will be borne exclusively by **LPSA**.

6.3 Verification of compliance

In the event that the delivered BOX is not compliant with the order (product error, defective or damaged product), the **Buyer** has thirty (30) days following this delivery to issue written reservations to **LPF**.

For products reported as non-compliant within thirty (30) days of delivery, **LPF** shall allow the **Buyer** to obtain free reimbursement for the non-compliant BOX, without having to repair or replace it, as provided by the legal guarantee of compliance.

THE BOX must then be returned to **LPF** in the condition in which it was received and in a way that ensures good transport conditions. **LPF** shall bear the costs of shipping for replacement or repair.

If the reservations are not objected to within thirty (30) days, the provisions set out in Article 8 of the General Terms and Conditions of Sale on legal guarantees shall apply. Thus, the non-compliant delivered BOX may only be replaced or repaired at first.

However, if the replacement or repair of the product cannot be implemented within a period of one (1) month, the **Buyer** may request the termination of the sale at no cost.

In the event that, at the same time as the Sales Agreement, the **Buyer** rents out THE BOX or BOXes that it has acquired from **LPF**, the compliance check upon delivery will be carried out according to the terms and conditions described in the Rental Agreement.

7. PRICE

7.1 Breakdown of the price

The price is expressed inclusive of all taxes.

The price does not include delivery charges and, if applicable, customs duties.

The price referred to in the Purchase Order is firm and final.

In the event that the **Buyer** rents THE BOX or BOXes to **LPSA** at the same time as the sale, no costs will be invoiced to the **Buyer**.

7.2 Payment terms

Payment of the price is made by any means of payment defined in the Purchase Order.

No order may be taken into account in the absence of full payment.

The invoice shall be sent to the **Buyer** by electronic means only, to the email address that it has provided to **LPF**.

7.3 Cancellation of the sale

The Buyer may not cancel the sale that is the subject of this Agreement.

Consequently, if the **Buyer** does not pay the price provided for in Article 5 of the Special Terms and Conditions of Sale, for any reason whatsoever, the **Seller** may request the cancellation of the sale.

Conversely, if the **Seller** is unable to provide the Item at the end of the delivery process described in Article 6.1 above, the **Seller** will be required to return the deposit paid to the **Buyer**.

7.4 Retention of title

It is expressly agreed between the Parties that the transfer of ownership of a BOX takes place as soon as its unit price is paid in full to **LPF**.

LPF therefore retains ownership of THE BOXes sold until their price has been paid in full.

8. GUARANTEES

8.1 Legal guarantee of compliance

In accordance with Article L. 217-4 of the French Consumer Code, **LPF** guarantees that its products comply with the specifications communicated to its customers.

Any claim must be sent to **LPF** in writing to be actionable against it, either by registered letter with acknowledgement of receipt sent to its registered office, or by email with acknowledgement of receipt sent to the following address: thebox-achat@livingpackets.com.

Under a legal guarantee of compliance, the **Buyer**:

- Has a period of two (2) years from the delivery of the Item to act;
- May choose between the repair and replacement of the Item subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;
- Will be exempted from providing proof of the lack of compliance of the Item during the two (2) years following its delivery.

8.2 Hidden defects guarantee

LPF shall indemnify the **Buyer** against hidden defects in its products under the terms and conditions defined in Articles 1641 et seq. of the French Civil Code. In this case, **LPF** may choose between the cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the French Civil Code.

9. INTELLECTUAL PROPERTY

The sale of THE BOX to the **Buyer** does not entail any assignment of intellectual property rights in its favour. **LPF** therefore holds and retains the intellectual property rights to THE BOX, the website, the mobile application, the services provided including, without limitation, all software and servers, trademarks, service marks, trade names, logos, domain names, drawings, slogans and commercial presentations (hereinafter the "Creations").

The **Buyer** may therefore not in any way use one or more Creations, directly or indirectly, without the prior written authorisation of **LPF** and without the mutual agreement of the conditions of its use, in particular where and when it can be used and what is paid as consideration for it.

10. UNFORESEEABLE CIRCUMSTANCES

In the event of unforeseeable circumstances, the Parties agree to resort to the provisions of Article 1195 of the French Civil Code.

11. PERSONAL DATA

Pursuant to Law 78-17 of 6 January 1978, as amended by Law No. 2018-493 of 20 June 2018, it is emphasised that the personal data requested from the **Buyer** is necessary for the performance of the Sales Agreement. **LPF** only collects data necessary for the purposes for which they are processed.

This data may be communicated to any partners of **LPF** responsible for the execution, processing and management of the mobile application.

The processing of information by **LPF** meets the legal requirements in terms of personal data protection, and the information system used ensures optimal protection of this data.

The **Buyer** has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, objection, portability and restriction of processing with regard to the information concerning it.

This right may be exercised by sending the request to the following address: privacy@livingpackets.com

The **Buyer's** data is kept for the duration of the contractual relationship.

12. FORCE MAJEURE

The liability of either Party may not be sought if the performance of its obligations is delayed or prevented due to force majeure. For the duration of the force majeure, the performance of the obligations of each of the Parties is suspended in accordance with the provisions of Article 1218 of the French Civil Code.

Cases of force majeure, in addition to the cases usually held as such by the case law of French Courts and Tribunals, are any interruption of telecommunications, fire, explosion, earthquakes, epidemics, pandemics, administrative measures for the confinement of populations, floods, power outages, war, laws and regulations, strikes or other events, as long as they are not under the control of one of the Parties.

13. NOTIFICATION

All notifications made in execution of the Sales Agreement must be sent to the address mentioned by each of the Parties in the Purchase Order or by any electronic means.

In the event of a change of registered office or address, the Party concerned shall inform the other Party immediately, failing which the notification made to the initial address will be considered fully enforceable against the Party concerned.

14. INTERPRETATION

If any provision of the Sales Agreement is deemed invalid or inapplicable for any reason whatsoever, the other provisions of the Sales Agreement will not be affected and the invalid or inapplicable provision will be deemed to have been amended to the extent permitted by law to render it valid and applicable. In place of the invalid provision or to fill the gaps that said invalidity has caused, the Parties agree to apply the legally admissible provision that is closest to what they wanted or would have wanted if they had known from the beginning the defect affecting the provision in question.

15. ALLOWANCES

It is formally agreed that any allowances by one of the Parties with respect to the clauses and conditions of the Sales Agreement, regardless of the frequency and duration thereof, may never, and in no case, be considered as a total or partial waiver of its rights, and the Party concerned may end such allowances at any time without notice if it deems fit.

16. APPLICABLE LAW AND JURISDICTION

This Sales Agreement is governed by French law.

Any dispute resulting from the validity, formation, interpretation, performance and/or termination of the Sales Agreement will be submitted to the competent courts under the conditions of the French common law (*"droit commun français"*).

17. AMICABLE SETTLEMENT OF DISPUTES

Pursuant to Article L. 612-1 of the French Consumer Code, *"Every consumer has the right to use a consumer mediator free of charge for the amicable resolution of the dispute between them and a professional"*.

Disputes falling within the scope of application of Article L. 612-1 of the French Consumer Code are disputes defined in Article L. 611-1 of the French Consumer Code, namely disputes of a contractual nature relating to the performance of a sales or service agreement between a consumer and a professional. The code covers national disputes and cross-border disputes.

In the event of any difficulty, the Buyer may contact LPF in advance or its after-sales service here: thebox-achat@livingpackets.com.

In the year following the **Buyer's** request to **LPF**, pursuant to Article R. 616-1 of the French Consumer Code, the **Buyer** may have its request examined by a mediator, knowing that a dispute may only be examined by a single mediator, with some exceptions.

The mediator may be contacted using the following contact information: AME Conso, 11 place Dauphine – 75001 PARIS (<https://www.mediationconso-ame.com>).

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has implemented an online dispute settlement platform, facilitating the extrajudicial settlement of disputes between consumers and professionals of the European Union.

This platform is available at the following link: <https://webgate.ec.europa.eu/odr/>