

# General Terms and Conditions of Sale and Use

## PRÉAMBULE

FLOWSTOP is a Company based in France with a capital of €123,794.00, whose registered office is located at 35 Avenue du Danemark, 82003 Montauban, registered with the RCS of Montauban under the number 844 617 555. The offer presented to the Customer specifies the specific conditions of the sale of the Equipment and the delivery of the Service, as defined below. The signing of this document constitutes acceptance of these General Terms and Conditions of Sale and Use (GTCSU) and is a prerequisite for the manufacture and delivery of the Equipment, as well as the provision of the Service; it constitutes the contract between the parties.

## ARTICLE 1 - DÉFINITIONS

The GTCSU aim to define the conditions under which FLOWSTOP provides the Equipment and the Service defined below to the Customer. The Equipment refers to FLOWSTOP inflatable devices for flood protection sold to the Customer. The Service refers to access to the FlowStop Tracking application.

## ARTICLE 2 - DESCRIPTION AND OPERATION

### Article 2.1 - Preparation and production of the Equipment

#### a) Definition of the openings to be protected

The Customer indicates to FLOWSTOP on the online Quote Request form the openings to be protected. The Customer himself takes the measurement of the width of each opening to be protected. It is necessary to have a measurement accurate to 1 centimeter. FLOWSTOP is not responsible for incorrect measurement.

#### b) Production of the Equipment

The Customer validates and signs these GTCSU specifying the quantities and sizes of Equipment to be produced corresponding to the openings that the Customer wishes to protect. Production is launched after receipt of payment of the invoice.

### Article 2.2 - FlowStop Tracking Application

The Customer has access to the Service without any time limitation. Connection to the Service is made via a browser on a computer or phone at the following address [app.flowstop.tech](https://app.flowstop.tech)

The use of the Service is not mandatory and does not modify the operation of the Equipment.

## ARTICLE 3 - FLOWSTOP'S OBLIGATIONS

### Article 3.1 - Supply of Equipment

FLOWSTOP must to supply the Equipment to the Customer in accordance with the Quote that has been validated and signed by the Customer. Delivery takes place no later than 90 days after the signing of this document and payment of the invoice.

FLOWSTOP adds between 1 and 3 centimeters in width to the width indicated to ensure waterproofing. When placing the Equipment in the opening, it is normal and necessary to apply force to make it fit.

### Article 3.2 - Accessories

The devices are delivered with a manual inflation pump in batches of 5 devices.

The devices are delivered with an autonomous electric compressor in batches of 10 devices.

The devices are delivered with a user manual. The Customer also has access to online video tutorials accessible from the website by clicking on the Guide tab.

### Article 3.3 - Delivery

In case of shipping delay, an email will be sent to inform you of any possible consequences on the delivery time that has been indicated to you. FLOWSTOP cannot be held responsible for delivery delays exclusively due to unavailability of the customer after several appointment proposals.

### Article 3.4 - Return Policy

FLOWSTOP does not offer equipment returns because the production is made to measure.

In accordance with the provisions of article L.121-21-8 of the french Consumer Code, the right of withdrawal does not apply to:

The supply of goods made to the consumer's specifications or clearly personalized.

### Article 3.5 - FLOWSTOP's Responsibility in case of Flood

FLOWSTOP is not responsible for the deployment and installation of FLOWSTOP devices in the event of flooding. This task is the responsibility of the Client. FLOWSTOP has no obligation to provide results and cannot be held responsible for any damage caused by flooding.

## **ARTICLE 4 - CLIENT'S OBLIGATIONS**

### **Article 4.1 - Supply of informations**

The Client must cooperate with FLOWSTOP and to provide all information requested by FLOWSTOP in the execution of this agreement.

The Client is responsible for the accurate measurement of the widths of their openings. FLOWSTOP cannot be held responsible for incorrect measurement.

The equipment is delivered at a width between +1 and +3 centimeters from the width indicated by the Client.

### **Article 4.2 - Client's Responsibility in case of flooding**

The Client is responsible for the deployment of FLOWSTOP devices in the event of flooding.

## **ARTICLE 5 - CONFIDENTIALITY**

All information, of any nature whatsoever, which has not fallen into the public domain, and which the receiving party knows or has reason to believe is confidential information or trade secrets belonging to the other party, or all information that one of the parties is required to keep confidential (for example, by contractual or other obligations to a third party), shall be deemed Confidential Information. All Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party.

## **ARTICLE 6 - PRICE AND PAYMENT**

### **Article 6.1 - Price**

The price is indicated in this quote.

### **Article 6.2 - Payment**

The price charged to the client is the price indicated on the present quote. The price of the products is payable within 30 days. Production will only start after receipt of payment.

Payment is made by Bank Card or SEPA Direct Debit. Payment is managed by our secure payment provider <https://www.stripe.com/>

## **ARTICLE 7 - COMMERCIAL REFERENCES**

The Client authorizes FLOWSTOP to mention the Client's name on all media for commercial reference purposes.

## **ARTICLE 8 - GENERAL REGULATIONS**

### **Article 8.1 - General**

The titles of the articles of this agreement are intended only to facilitate reading and shall not have any effect on their interpretation. No provision of the Agreement shall be deemed to have been excluded, supplemented or modified by one of the Parties without prior written act signed by the authorized representatives of both Parties under the form of an amendment expressly bearing on the decision to exclude, supplement or modify a clause.

### **Article 8.2 - Entire Agreement**

These GTCSU constitute the entire agreement between the Client and FLOWSTOP and supersede any prior written or oral agreements related to the subject matter hereof. All additional or different terms and conditions relating to the subject matter hereof and contained in any written or oral communication addressed to FLOWSTOP shall be void and of no effect.

### **Article 8.3 - Warranty**

In any case, FLOWSTOP cannot be held responsible for compliance with the regulatory and legislative provisions in force in the country of receipt. FLOWSTOP's liability is systematically limited to the value of the product in question, valued at the date of sale. In any case, the Client benefits from the legal guarantee of eviction and hidden defects (Art.1625 et seq. of the French Civil Code). Provided that the buyer proves the hidden defect, the seller must legally repair all its consequences (Art.1641 et seq. of the French Civil Code); if the buyer goes to court, he must do so within a "short period of time" from the

### **Article 8.4 - Major force**

The Parties cannot be held liable for a breach of any of their obligations under the contract resulting from the occurrence of a force majeure event, as defined by case law.

### **Article 8.5 - Applicable Law**

These general conditions are governed by French domestic law, which applies to substantive and procedural rules regardless of the places of performance.

**Article 8.6 - Prescription**

All legal actions between the parties are barred, unless otherwise provided by mandatory provisions, if they have not been brought within a period of two years.

**Article 8.7 - Dispute Resolution**

In case of difficulties in the interpretation or application of the clauses of this contract, and in the absence of an amicable agreement between the two parties, the courts within the jurisdiction of FLOWSTOP's headquarters will be the only competent courts to rule.

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.