



ELEMNT MC

TERMS AND CONDITIONS OF SALE

ELEMNT MC - Distance selling of goods to consumers and professional clients
Version of 9 August 2026

1. Purpose, scope and identity of the seller

These terms and conditions of sale (the "Terms") govern sales of goods concluded at a distance or off-premises between **ELEMNT MC** and any consumer or professional client. They apply in particular to high-tech products, smartphones, accessories, personalised products, leather goods and bespoke creations. The mandatory provisions of the French Consumer Code apply to clients acting as consumers.

The seller is **Carlos De Oliveira Bardote, Sole trader (Entrepreneur individuel, EI)**, trading under the commercial name **ELEMNT MC**, 2 route de Nice, Villa Augusta, bâtiment G, 06320 La Turbie, France. Registered with the RNE and the Nice Trade and Companies Register: SIREN 106 689 540 - SIRET 106 689 540 00016. Email: info@elemnt-mc.com - Website: www.elemnt-mc.com - Phone: +33 6 86 68 01 28.

2. Products and pre-contractual information

The essential characteristics, compatibility, features, memory, colour, materials, any personalisation and, where relevant, the associated digital elements and updates are described on the product sheet, the quotation or the order form. The client must review this information before ordering.

Photographs and visuals are provided for illustrative purposes only. Minor differences in shade, grain or finish may result from screens, natural materials or artisanal work, without affecting the agreed essential characteristics. For items made from regulated materials, the sale and delivery remain subject to the availability of any required supporting documents or authorisations.

3. Prices, taxes, fees and validity of offers

Prices are stated in euros. VAT is not applicable in accordance with article 293 B of the French General Tax Code. The total price due, and any delivery, insurance, packaging, customs or other charges, are communicated to the client before the order is finally validated. For deliveries outside the European Union, any customs duties and import taxes claimed in the country of destination remain payable by the client, unless otherwise agreed in writing.

ELEMNT MC may change its prices at any time. The applicable price is the one accepted by the client at the time of the order or shown on the quotation during its period of validity. No discount or rebate is granted unless otherwise agreed in writing.

4. Orders and payment terms

The client checks the details and total price of the order before confirming it. The order becomes final only after express acceptance of these Terms, validation by ELEMNT MC and collection of the agreed payment. A summary confirmation is provided on a durable medium.

Unless otherwise agreed, the price is payable in full (100%) at the time of order. For a specific or bespoke creation, a deposit may be required before production begins; its amount and terms are stated on the quotation or order form. ELEMNT MC may refuse or cancel an order in the event of non-payment, suspected fraud, an obvious pricing error or unavailability, refunding any amounts collected where required by law.

For professional clients only, any late payment automatically gives rise to penalties calculated at the ECB refinancing rate increased by ten points, together with a fixed recovery indemnity of 40 euros, without prejudice to additional compensation on presentation of supporting evidence.

5. Personalised Products - No Right of Withdrawal

In accordance with article L221-28 of the French Consumer Code, personalised products, products modified on request or made to measure are not subject to any right of withdrawal. No return, exchange or refund can be accepted for personalised products, in particular: customised smartphones, personalised cases and accessories, engraved items, exotic leather goods made on request, and limited or exclusive editions.

This exclusion concerns only goods made to the consumer's specifications or clearly personalised. It does not deprive the client of the legal guarantees of conformity and against hidden defects.

6. Right of withdrawal for non-personalised products

For distance contracts relating to a non-personalised product, the consumer has fourteen days from receipt of the goods by themselves, or by a designated third party other than the carrier, to notify their decision to withdraw without having to give reasons. Where an order covers several goods delivered separately, the period runs from receipt of the last item.

Withdrawal may be exercised by any unambiguous statement addressed to ELEMNT MC, in particular by email to info@elemnt-mc.com, or by using the form in the annex. The client returns the goods no later than fourteen days after notification, complete, protected and with all accessories. The direct cost of return remains payable by the client, except in the event of an error by ELEMNT MC or non-conformity.

ELEMNT MC refunds the amounts received, including standard delivery costs, no later than fourteen days after notification. The refund may be withheld until the goods are recovered or proof of dispatch is received. The consumer may be held liable for any depreciation resulting from handling other than what is necessary to establish the nature, characteristics and proper functioning of the goods.

7. Delivery, lead time and transfer of risk

The delivery date or lead time is communicated before the order and confirmed in the order confirmation. In the absence of any indication, delivery takes place no later than thirty days after the conclusion of the contract. In the event of delay, the consumer may give ELEMNT MC formal notice to perform within a reasonable additional period and then, failing performance, terminate the contract under the conditions of articles L.216-2 et seq. of the French Consumer Code.

For a consumer, the risk of loss or damage passes upon physical possession of the goods. It passes upon handover to the carrier only where the consumer has themselves entrusted delivery to a carrier not proposed by ELEMNT MC. For a professional client, the specific transport conditions agreed at the time of the order apply.

8. Receipt, damaged or lost parcel

The client is invited to check the apparent condition of the parcel and product on receipt, to make precise reservations with the carrier and to inform ELEMNT MC promptly. Such checks and reservations do not limit the consumer's legal rights.

In the event of non-receipt, loss or damage, the client contacts ELEMNT MC so that an investigation can be opened. Where responsibility for delivery lies with ELEMNT MC, a solution compliant with the law will be proposed: re-delivery, repair, replacement or refund depending on the situation. The client cooperates reasonably with the investigation and provides any useful supporting documents.

9. Legal guarantees

ELEMNT MC is liable under the legal guarantee of conformity and the guarantee against hidden defects, including for personalised products. A commercial guarantee from a manufacturer or workshop is in addition to the legal guarantees and does not replace or reduce them. To invoke a guarantee, the client contacts info@elemnt-mc.com, specifying the order and the defect observed.

MANDATORY INFORMATION ON THE LEGAL GUARANTEE OF CONFORMITY

The consumer has a period of two years from delivery of the goods to obtain the enforcement of the legal guarantee of conformity in the event of a defect of conformity. During this period, the consumer is only required to establish the existence of the defect of conformity and not the date on which it appeared.

Where the sale contract provides for the continuous supply of digital content or a digital service over a period exceeding two years, the legal guarantee applies to that digital content or digital service throughout the intended supply period. During this period, the consumer is only required to establish the existence of the defect of conformity affecting the digital content or digital service and not the date on which it appeared.

The legal guarantee of conformity entails, where applicable, an obligation for the professional to provide all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity entitles the consumer to the repair or replacement of the goods within thirty days of their request, free of charge and without major inconvenience to them.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee. If the consumer requests repair of the goods but the seller imposes replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract with a full refund against return of the goods, if: (1) the professional refuses to repair or replace the goods; (2) the repair or replacement takes place after thirty days; (3) the repair or replacement causes major inconvenience to the consumer; or (4) the non-conformity persists despite an unsuccessful attempt to bring the goods into conformity.

The consumer is also entitled to a price reduction or to immediate termination of the contract where the defect is sufficiently serious. They are not entitled to termination if the defect is minor. Any period during which the goods are out of use suspends the remaining guarantee period until the repaired goods are delivered.

These rights arise from articles L.217-1 to L.217-32 of the French Consumer Code. A seller who, in bad faith, obstructs their enforcement is liable to the civil fine provided for in article L.241-5 of the same code.

The consumer also benefits from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code for two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or to a full refund against return of the goods.

10. Liability

ELEMNT MC cannot be held liable for indirect damage, loss of business or technical incompatibilities related to the devices used by the client. The liability of ELEMNT MC is strictly limited to the amount of the order concerned.

11. Commercial guarantees and after-sales service

Where a commercial guarantee is offered, its duration, content, territorial scope, any price and the identity of the guarantor are specified on the product sheet, the certificate or the invoice. Usual exclusions may in particular concern normal wear, impacts, oxidation, misuse or unauthorised intervention, without prejudice to the legal guarantees.

Except where covered by a legal guarantee, the cost of sending items to a workshop or technical centre may remain payable by the client if this has been indicated before the intervention. No item should be returned without first contacting ELEMNT MC to obtain the necessary instructions.

12. Retention of title

ELEMNT MC retains ownership of the goods until full payment of the price. For a consumer, this clause does not affect the transfer of risk under the conditions of article 7.

13. Intellectual property

The trademarks, logos, visuals, photographs, texts, concepts and creations belonging to ELEMNT MC or used with authorisation are protected. Any reproduction, distribution, adaptation or exploitation without prior written authorisation is prohibited, subject to the exceptions provided for by law.

14. Personal data

The data controller is Carlos De Oliveira Bardote EI - ELEMNT MC, reachable at info@elemnt-mc.com. Data is processed to manage enquiries, quotations, orders, payments, deliveries, guarantees, accounting obligations and disputes. The legal bases are performance of the contract, legal obligations, the legitimate interest of management and, where required, consent.

Data is accessible to strictly necessary service providers (payment, hosting, transport, accounting, technical support) within the limits of their tasks. It is retained for the duration of the contractual relationship and then in accordance with legal limitation and archiving periods. The client may exercise their rights of access, rectification, erasure, restriction, objection and portability at info@elemnt-mc.com, and lodge a complaint with the CNIL. Any transfers outside the European Economic Area are governed by the safeguards provided for by the GDPR.

15. Force majeure and evidence

Neither party is liable for a failure caused by an event of force majeure within the meaning of article 1218 of the French Civil Code. The prevented party informs the other party and resumes performance as soon as possible. If the impediment is permanent, the contract is terminated under the conditions provided by law.

Order confirmations, electronic exchanges, invoices and data recorded in ELEMNT MC's systems constitute admissible evidence, without depriving the client of the right to provide evidence to the contrary.

16. Complaints and consumer mediation

Any complaint must first be addressed to ELEMNT MC by email to info@elemnt-mc.com or by post to the address indicated in article 1. ELEMNT MC will endeavour to provide an amicable response.

Consumer mediator: membership in progress. The contact details of the appointed mediator will be published at the latest before online sales effectively open.

After an unsuccessful prior written complaint, the consumer may refer the matter free of charge to the then-appointed mediator within one year of their complaint, in accordance with articles L.611-1 et seq. and R.612-1 et seq. of the French Consumer Code.

17. Governing law and dispute resolution

These Terms and the contracts concluded with ELEMNT MC are governed by French law, without depriving a consumer residing in another State of the mandatory protections they enjoy in their country of residence. Failing an amicable agreement or mediation, the dispute falls within the jurisdiction of the competent courts under the applicable legal rules. The consumer may in particular bring the matter before the court of the place where they resided at the time the contract was concluded or where the harmful event occurred.

18. Acceptance, severability and amendment

The client acknowledges having received these Terms in a legible and comprehensible manner before ordering and expressly accepts them. If any clause is declared void or unenforceable, the other provisions remain in force. The applicable version is the one accepted at the time of the order; any subsequent amendment does not affect contracts already concluded.

ANNEX - MODEL WITHDRAWAL FORM

To be used only for a non-personalised product falling within the scope of the right of withdrawal.

To the attention of ELEMNT MC - Carlos De Oliveira Bardote EI
2 route de Nice, Villa Augusta, bâtiment G
06320 La Turbie - France
info@elemnt-mc.com

Declaration. I hereby notify you of my withdrawal from the contract for the sale of the goods below:

Goods ordered

Order number

Ordered on / received on

Consumer's name

Address

Date and signature

The form or any unambiguous statement of withdrawal must be sent before the fourteen-day period expires. A signature is required only for a form sent on paper.