

Conditions of Sale governing the sale of products through the archos.com website store.

These Conditions of Sale govern the sale of products by ARCHOS to any person purchasing products through the archos.com website store. ARCHOS is the trading name of ARCHOS S.A. whose head office is at 12 rue Ampère Igny 91430, FRANCE, registered at the 'Registre du commerce et des sociétés d'Evry' under the number RCS EVRY 343 902 821.

1. Subject

These sales conditions are written to clearly explain the contractual relationship between ARCHOS S.A. and the purchaser (you) for any goods purchased through the archos.com web store.

Please read these conditions carefully before placing an order with ARCHOS S.A. By placing an order with ARCHOS S.A. you signify your agreement to be bound by these conditions.

ARCHOS S.A reserves the right to change these conditions at any time. In the event of a change to these conditions, the conditions applied will be those active at the time of your purchase.

2. Product Information

The products offered are those shown in the catalogue of products in the store area of the Archos website. These products are available only when stock permits.

Products available for sale are described and presented on the site with the greatest possible accuracy and photos are as true to reality as possible, however, it is possible that the perception of the Product by the Buyer through the visual presentation provided does not allow you to apprehend the reality of it, particularly because of shooting methods (lighting, visual effects, sets, characters, background screens, staging, etc.). We would like to remind you that in case of difference between the perception of the product by the Buyer and its reality, Buyers, (only individual persons non-professional buyers), benefit from a retraction period of fourteen (14) days from the date of receipt of their order on a product that does not fully satisfy their expectations (see article 9 of these Terms and Conditions).

3. Pricing

The prices shown in the catalogue of products are including tax and displayed in either GBP or Euros (depending on the region of purchase) and take into account any VAT or additional regional taxation applicable at the time of purchase.

ARCHOS S.A. reserves the right to change prices on products at any time. However the price shown in the catalogue at the time of purchase will be that which is applied to your order.

Prices shown in the catalogue do not include shipping charges; shipping charges and total including shipping charges are shown prior to the purchase confirmation process.

4. Purchasing

In order to purchase a product you will be required to follow these steps:

- Add one or more available products to your shopping basket
- Log into your Archos.com account with your login and password or create an Archos.com account
- Accept these terms and conditions of sale
- Confirm your purchase

- Carry out online payment for your products.

A confirmation email will be sent to the email address in your archos.com account after the online payment for your order.

ARCHOS S.A. reserves the right to cancel an order if there is an ongoing issue with a previous order from the same user.

Products on offer in the catalogue are based on their availability. Available products (those that are not preorders or indicated as being out of stock) will be shipped within 10 business days of the validation of the order by the user.

5. Preorders

A product may not yet be available but in some cases you may be able to pre-order it in order to reserve a unit of it when it becomes available. The preorder system lets you reserve products that are not yet available for immediate shipping either because they have not yet been released or because they are temporarily out of stock. In the event of Preorders the amount corresponding to the products preordered plus shipping and taxes will be debited from your account within 2 working days after validation of the preorder.

Preordered products follow the following conditions that any users interested in preordering should note:

Products with a preorder status may have their prices changed:

- If the price change is an increase between ordering and shipping of the preorder then, then the difference in price is not applied.
- If the price is reduced between ordering and shipping of the preorder only those users that have not yet been billed for their order will have the difference in price applied to their order.

In the event of non-availability of the product, the preorder or order of unavailable products may be cancelled by you or by ARCHOS S.A. As such, if you ask for an order to be cancelled you may ask to be refunded either (i) the entirety of the order or preorder, or (ii) the amount corresponding to the unavailable products that are part of a multi-product order including products that are available. For further information about cancelling a preorder you can contact the Archos web store team at e-commerce@archos.com.

6. Delivery

Products are delivered to the address that you give during the order process. You can also choose shipping costs and these will be included in the total cost. We invite you to check the conformity of the goods and their condition on reception. If the packaging appears to have been damaged in transport you are invited to indicate as such on the reception of the package to the transporter, you may choose to refuse a package if it appears to be damaged.

Should you choose to accept the damaged package, you should:

- Open the package in the presence of the transporter, and
- Write your reservations and description of the damage to the package on the reception slip provided to the transporter with the transport agent also signing their name next to the description, and

- Inform ARCHOS S.A. via an email to e-commerce@archos.com or by calling ARCHOS customer support within 3 days following the reception of the package. You will then be told the process to follow for replacement or a refund of the possible damaged product.

These precautions will not in any way impact your right to retraction, return nor other legal rights. However in order to avoid any disparities in the state of the package on reception or return of your product in the event that you return said product.

7. Payment

The only payment methods accepted on the ARCHOS web store are online payment (debit or credit) card and PayPal. The total payment of the order or preorder includes the price of the product or products order or preordered as well as shipping costs. The order or preorder must be paid in full prior to shipping. The products remain the property of ARCHOS S.A. until the order or preorder has been paid in full. All payments are secured by Secure Socket Layer (SSL).

8. Confidentiality

By ordering products from the archos.com web-store you are authorizing ARCHOS to collect information on you that will be used by ARCHOS S.A. in order to correctly process and ship your order. Following European law you are free to request details and deletion of this personal data via an email detailing your request to e-commerce@archos.com.

We inform you that we do not share your customer account details with third parties for any commercial purposes.

As part of the fight against internet fraud, information about your order may be temporarily passed to 3rd party banking and anti-fraud companies for further verification.

9. Your right of Retraction and cancellation

You can cancel your order, without giving any reason as to why, within 14 days from the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased.

You are required to inform us of your request of cancellation or retraction either in extremely clear terms via an email OR through completing the return and retraction form at http://www.archos.com/store/return_request.html. See form to be established at the end of this document.

On validation of the return or retraction you will be sent a detailed returns procedure. You should only return the order once you have received your returns number. You have 14 calendar days to return the order counting from the date of reception of the returns number. This period runs from the date of issue of the return.

Returns will only be accepted and refunded if they are complete (with all contents of the box present), undamaged and in their original packaging. Any damaged or deteriorated products that are unable to be resold will not be accepted for refunds nor returns.

In the event that you follow this guide and return your order, you will be refunded the totality of your order, shipping costs included. In the event of partial returns you will be refunded for the product(s) that are returned as well as shipping costs relating to that of the returned product. Refunds will include the cost of goods and original shipping but will not include the cost of the return shipping (which is at the expense of the consumer). All refunds will be made onto the same payment type/card as was used during purchasing.

10. Guarantee and return of goods

Guarantee: The guarantee/warranty for each product type is detailed in the support / terms and conditions area of the Archos website on the following link

http://www.archos.com/support/support_tech/rma_terms.html

Generally, Archos cannot be held responsible for damages occurring on the product as a consequence to natural catastrophes, fire, lightning, bad use, bad condition, negligence, manipulation or incorrect installation, unauthorized repair, modification or accident.

The guarantee does not apply to:

- All batteries and all consumables delivered with the device.
- The replacement of parts for which wear is normal or due to an irregular use of the product.
- The damages or problems resulting from an incorrect use or treatment, accident, a modification or the use of the product with an incorrect current or voltage.
- Products without guarantee
- Products for which the customer does not have a proof of purchase
- Products with broken screens

Implementation of Commercial Guarantee:

Any return of the product must be subject to preliminary approval by Archos. Any return must include a copy of the invoice and delivery voucher as well as a note detailing with precision the exact reasons for return. The returns procedure detailed by the after sales support should be followed to the letter by the customer.

To use the product warranty, customers simply have to contact Archos customer support either through the archos.com website or corresponding regional Archos customer support hotline with details on the defect encountered on the product.

Returns under warranty are at the cost of the customer, if the defect is confirmed by the Archos after sales engineers and is covered by the product warranty, the product will either be repaired and returned or (depending on cost of reparation) replaced with a same product or replaced with another product with the same or improved features

In addition to the Commercial Guarantee referred to above, the customer has from the Archos a legal warranty of conformity.

The Seller is responsible for the conformity of the Products to the Contract and reminds the right of the Buyer to formulate a under the legal guarantee of conformity provided for in Articles L. 217-4 et seq. consumption or warranty of defects of the thing sold under articles 1641 and following of the civil code.

It is recalled that in the context of the legal guarantee of conformity, the Buyer:

- has a period of two (2) years from delivery of the Product to act with respect to the Seller;
- does not bear any costs for the performance of this warranty action;
- may choose between repairing or replacing the Product, subject to the cost conditions laid down in Article L. 217-9 and the conditions of Article L.217-10 of the Consumer Code;

- may return the Product and be refunded the price or keep the Product and be refunded part of the price, if the repair and replacement of the goods are impossible within one month of the claim of the Purchaser or if they present a major disadvantage for the Seller, unless the lack of conformity is minor;
- is exempted from showing proof of the lack of conformity of the good during the twenty-four months following the delivery of the Product, except for Used Products for which this period is reduced to six months.

To benefit from this guarantee of conformity you should contact us in writing (see the website) or call hotline provided by ARCHOS SA to report defects.

For products purchased in Metropolitan France and still under warranty, a prepaid transport label will be sent to return your products for free.

The foregoing provisions are not exclusive of the application of the legal guarantees relating to compliance and hidden defects described in articles L217-4 to L217-12 of the Code de la Consommation and articles 1641 to 1648 of the Civil Code, which the Buyer can always claim.

11. Force majeure

Archos will not be responsible for the non-execution of its obligations if this non-execution results from an independent act, if it is independent from its will and if it is out of its control. Will be considered as a fortuitous case or force majeure, all facts or circumstances that are irresistible, exterior to the parties, unpredictable, unavoidable, independent from the parties' will, and which cannot be impeached by the latter.

12. Responsibility

The manufacturer does not assume any responsibility for direct damages, particular damages, fortuitous damages or ones occurring as a consequence, which result from the use of the products and of the documentation or even more of the non-operation, even if the possible appearance of these damages has been indicated. In detail, the manufacturer does not assume any responsibility for the damages on the material, the programs and the data memorized or processed with the product. Besides, no responsibility is assumed for repair expenses, the replacement or the repair of the material, the programs or the data.

13. Intellectual property

All elements on the archos.com website are the intellectual property of ARCHOS S.A. unless stated otherwise.

14. Applicable law and disputes

In case of any dispute between the parties, the Commercial Court in Evry commercial court will have the sole jurisdiction, whatever the rights and the obligations of the parties; they are exclusively subject to the French Law.

You also have the right to use, free of charge, a consumer mediator in view to help resolving amicably any dispute between parties within its jurisdiction. To this effect, you can contact the Chambre Nationale des Huissiers de Justice (CNHJ) via their site <http://www.medicys.fr>.