

ROC AMADEUS GENERAL TERMS OF SALE

Website: www.roc-amadeus.fr

Last updated: 28 May 2026

Article 1 – SCOPE

These General Terms Sale (hereinafter the "GTS") apply without restriction or reservation to all sales concluded by ROC AMADEUS, a simplified joint-stock company registered with the Annecy Trade and Companies Register under number 993 210 426, whose registered office is situated at 8 allée du Tenailler, Annecy-le-Vieux, ANNECY – 74940 (hereinafter "**Roc Amadeus**"), in particular via the e-commerce website www.roc-amadeus.fr (hereinafter the "Website").

These GTS apply to any consumer as defined in the introductory article of the French Consumer Code, that is to say, *"any natural person acting for purposes outside the scope of their commercial, industrial, craft, professional or agricultural activity"* (hereinafter the "Customer") who purchases products offered for sale by Roc Amadeus (hereinafter the "**Product(s)**"), in particular via the Site.

The Customer must be a natural person of legal age and have full legal capacity to enter into a contract.

When purchasing the Product, the Customer acknowledges that they have read and accepted the provisions of these GTC accept them without reservation by ticking the box *"I acknowledge that I have read, understood and accepted the general terms of sale"* provided for this purpose.

Article 2 – PRODUCTS

1. **Products.** The Products are Class III Personal Protective Equipment (or "PPE"), as defined by Regulation (EU) 2016/425 of 9 March 2016 on personal protective equipment, intended for the practice of climbing and exclusively for the Customer's personal use.

When purchasing Products, the Customer expressly declares:

- That they are of legal age and have full legal capacity;
- That they are an experienced and independent climber practising lead climbing on rock faces, and are aware of the risks inherent in activities involving the use of the Products;
- Possesses the technical knowledge and expertise necessary to handle, install and maintain the Products purchased in accordance with the user manuals provided prior to any purchase.

Before each use of the Products, the Customer shall check the condition of their equipment and shall have the Products subjected to thorough inspections by a technical expert at least once every 12 months and whenever an event occurs that may affect the reliability of the equipment.

2. **Information.** In accordance with Article L.111-1 and following of the French Consumer Code, the essential characteristics of the Products are communicated to the Customer prior to the conclusion of the sales contract. The Products are described in writing and presented visually on the Website as accurately as possible. However, the Products may exhibit slight variations in colour or branding, without such differences constituting an error or a change to the essential characteristics of the Products, nor affecting their conformity with the Customer's order.

All information relating to the Product is contained in its description, as well as in the accompanying documentation, comprising:

- The user manual;
- The declaration of conformity;
- The PPE inspection procedure;
- A template for a PPE inspection log;
- A document containing advice on the maintenance of PPE.

All these documents are available in PDF format, in French and English, and can be downloaded from the Product webpage by the Customer prior to any transaction.

Article 3 – ORDERING

1. **Formation.** The sales contract is formed and is deemed final between the Customer and Roc Amadeus once the Customer has paid the full price of the Product in accordance with the terms set out in Article 4 below (hereinafter the "Order"). If the full price is not paid, the Order is not placed.

The process for ordering Products on the Website is as follows:

- The Customer fills their basket with Products
 - The Customer must then log in to their Customer account or create a Customer account
 - The Customer selects a delivery method from those offered on the Website
 - The Customer selects a payment method from those offered on the Website
 - At the time of payment, the Customer must tick the box *"I acknowledge that I have read and accepted the General Terms of Sale"*
 - Once payment has been confirmed, the Order will be considered final
 - The Customer receives an Order confirmation email confirming that the order has been accepted
 - As soon as the Order is ready for dispatch, the Customer will receive a dispatch email
2. **Stock.** Roc Amadeus may experience temporary supply difficulties and, as a result, face unavailability of certain Products. Roc Amadeus will remove the Product from sale as soon as it is informed of any unavailability; however, it may be the case that it only becomes aware of the stock situation after an order for Products has been placed. Roc Amadeus cannot be held liable in any way in the event of total or partial stock shortages of the ordered product; it does not guarantee the availability of the Products displayed on the Website. In the event of total or partial unavailability of a Product after the Order has been placed, the Customer will be informed as soon as possible. Pursuant to Articles L. 216-6 and L. 216-7 of the French Consumer

Code, in such a case, the Customer will be refunded the price of the Product ordered within 14 days of being notified of the total or partial cancellation of the Order.

3. **Cancellation or modification.** Once the Order has been placed in accordance with the conditions set out in this Article 3, no modification or cancellation of the Order may be made, unless agreed by Roc Amadeus, or the right of withdrawal is exercised as provided for in the terms of Article 6 below.

Article 4 – PRICES – TERMS OF PAYMENT

1. **General provisions.** Product prices are shown in Euros (€) on the Website. For sales made within the European Union, prices are inclusive of all taxes (TTC), including VAT at the rate in force on the date of the Order. Delivery charges are not included in the sale price and are invoiced as an additional charge, in accordance with the scale indicated prior to the final confirmation of the Order.
2. **Tax regime according to delivery area** Due to the specific nature of the Products and their destination, the invoicing terms vary as follows:
 - Mainland France: The invoice is issued inclusive of VAT at the French VAT rate.
 - European Union (excluding France): The invoice is issued inclusive of VAT, applying the VAT rate in force in the Customer's country of residence (OSS one-stop shop system).
 - French Overseas Territories (DOM-TOM) and countries outside the European Union: The invoice is issued excluding VAT (HT).
3. **Customs duties and local taxes** For all sales made outside the European Union and to the French overseas departments and territories, the Customer is informed that they are considered the official importer of the Products. The Customer expressly acknowledges that they shall be liable, at their sole expense, for all customs duties, local taxes, import VAT or any other applicable government tax in the country of destination. These costs are not the responsibility of Roc Amadeus and shall not give rise to any refund or deduction. It is the Customer's responsibility to check with the relevant authorities in their country before confirming their Order.
4. **Payment terms** Payment for the Products must be made in full prior to delivery using the secure payment methods offered on the Website (in particular by credit card).
5. **Invoicing.** A detailed invoice is issued for each Order and made available to the Customer in digital format in their personal account on the Website. The Customer explicitly agrees to receive their invoices electronically.

Article 5 – DELIVERY – RETENTION OF TITLE – TRANSFER OF RISK

1. **Delivery.** Delivery times are indicated on the Order summary available in the Customer's personal account once the Order has been placed. The Customer is solely responsible for the accuracy of the delivery details provided. In the event that delivery is impossible due to an error or a material omission of information by the Customer, the costs of a new shipment will be charged to the Customer.

2. **Retention of title.** The Products remain the property of Roc Amadeus until full payment of the agreed price has been received. In the event of non-payment, Roc Amadeus is entitled to reclaim the unpaid Products if they have been delivered, or to cancel the delivery if it is still in progress. If the Customer has taken possession of the Products and Roc Amadeus requests their return, the Customer is obliged to comply with this request upon first demand.
3. **Transfer of risk.** Notwithstanding the retention of title clause, the transfer of risk in the Products and legal title to them takes place upon unloading of the Products at the delivery address specified by the Customer. From that moment, the Customer assumes full responsibility for the safekeeping and integrity of the Products.
4. **Damage to Products.** The Customer is advised that significant damage to the packaging of the Products may compromise their safety features. In the event of serious doubt regarding the integrity of the delivered Products, the Customer must contact Roc Amadeus immediately.

Article 6 – RETURNS – RIGHT OF WITHDRAWAL

1. **Right of withdrawal.** In accordance with Article L. 221-18 of the French Consumer Code, the Customer has a period of 14 calendar days from receipt of the Product to exercise their right of withdrawal, without having to provide any reason or pay any penalties.

The Customer is expressly informed that, in accordance with Article L. 221-28, 5° of the French Consumer Code, the right of withdrawal cannot be exercised for goods that have been unsealed by the consumer after delivery, and which cannot be returned for reasons of health protection or hygiene. As the Products are Class III PPE, i.e. critical devices for protection against falls from a height, any Product whose sealed packaging has been opened, tampered with or removed shall not be subject to the right of withdrawal.

The withdrawal form is attached to these GTS.

2. **Return procedure.** Roc Amadeus's returns policy can be viewed on the Website.

Any Product being returned must be new, in its original, undamaged packaging, accompanied by all accessories and documents.

Upon receipt of the Product, Roc Amadeus will carry out a thorough inspection of its condition and packaging.

- If the Product is in good condition and the seal is intact, Roc Amadeus will refund the full amount paid within 14 days;
- If the Product is non-compliant (broken seal, signs of use, damaged packaging, cosmetic damage such as scratches or impact marks), no refund will be issued. The Product will be held for the Customer for 30 days, or returned at their expense.

Article 7 – PRODUCT CONFORMITY

1. **Conformity.** The Products offered for sale, and in particular Class III PPE for falling from a height, are guaranteed to comply with the administrative regulations in force in mainland France as well as with the applicable harmonised legislation of the European Union (Regulation (EU) 2016/425 of 9 March 2016 on personal protective equipment).
2. **Exclusions.** Roc Amadeus does not under any circumstances guarantee the compliance of the Products with the standards, regulations or local administrative requirements in force in countries outside the European Union, or in overseas territories with their own specific regulatory requirements. It is the Customer's sole responsibility to verify, prior to placing any order, that the Products are strictly suited to their needs, the intended use, as well as the operating conditions and legal obligations at the destination. The Customer acknowledges that they have chosen the Product on their own responsibility, in light of their technical needs and expertise, after having read the detailed specifications on the Website.

Article 8 – WARRANTIES

1. **Warranties.** Without prejudice to these provisions, the Customer is entitled to the following two statutory warranties:
 - **Warranty against hidden defects (Articles 1641 and 1648 of the French Civil Code; duration of two years from the discovery of the defect):**

Article 1641 of the French Civil Code: *"The seller is liable under the warranty for hidden defects in the item sold which render it unfit for the use for which it is intended, or which so impair that use that the buyer would not have purchased it, or would have paid only a lower price for it, had he known of them."*

Article 1648, Civil Code: *"An action arising from latent defects must be brought by the purchaser within two years of the discovery of the defect. In the case provided for in Article 1642-1, the action must be brought, on pain of forfeiture, within one year of the date on which the seller may be discharged from liability for apparent defects or lack of conformity."*

This guarantee entitles the Customer to a price reduction proportional to the defect if the Customer chooses to keep the Product, or to a full refund if the Product is returned.

- **Statutory guarantee of conformity (Articles L. 217-3 and following of the French Consumer Code, valid for three years from the date of sale):**

Article L. 217-4 of the French Consumer Code: *"The goods are in conformity with the contract if they meet, where applicable, the following criteria:*

- 1° It corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability, or any other characteristic provided for in the contract;*
- 2° It is fit for any special purpose sought by the consumer, which was brought to the seller's attention no later than at the time of the conclusion of the contract and which the seller has accepted;*
- 3° It is supplied with all accessories and installation instructions to be provided in accordance with the contract;*
- 4° It is updated in accordance with the contract."*

Article L. 217-5 of Article L. 217-4 of the French Consumer Code: *"I. – In addition to the criteria of conformity with the contract, the goods are in conformity if they meet the following criteria:*

- 1° It is fit for the purpose usually expected of goods of the same type, taking into account, where applicable, any provisions of European Union law and national law, as well as any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;*

2° Where applicable, it possesses the qualities that the seller presented to the consumer in the form of a sample or model prior to the conclusion of the contract;

3° Where applicable, the digital elements it contains are provided in the most recent version available at the time the contract is concluded, unless the parties agree otherwise;

4° Where applicable, it is supplied with all accessories, including packaging, and the installation instructions that the consumer may legitimately expect;

5° Where applicable, it is supplied with the updates that the consumer may legitimately expect, in accordance with the provisions of Article L. 217-19;

6° It corresponds to the quantity, quality and other characteristics, including in terms of durability, functionality, compatibility and safety, that the consumer may legitimately expect for goods of the same type, having regard to the nature of the goods and to any public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling.

(...) III. – The consumer may not contest conformity by invoking a defect relating to one or more specific characteristics of the goods, where they were specifically informed that these deviated from the conformity criteria set out in this article, and to which they expressly and separately consented at the time of concluding the contract."

Roc Amadeus is legally obliged to deliver to the Customer a Product that complies with the Order, the description on the Website and the criteria set out in the articles reproduced above on this webArticle 7 . It is also liable for any lack of conformity resulting from incorrect installation of the Product by the Customer, if such incorrect handling is due to omissions or errors in the instructions provided by Roc Amadeus.

The statutory warranty of conformity applies to lack of conformity that becomes apparent within three years of the Customer's receipt of the Product. The limitation period for this claim begins on the day the Customer becomes aware of the lack of conformity. Lack of conformity that becomes apparent within two years of delivery of the goods is presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the defect claimed.

2. **Activation of warranties.** When activated, the statutory warranty of conformity allows the Customer to choose between repair or replacement of the Product in question. The chosen solution must be provided within 30 days, at no cost to the Customer covered by the warranty. Where the Product is repaired, the Customer is entitled to a six-month extension of the original warranty.

Roc Amadeus reserves the right not to follow the option chosen by the Customer (repair or replacement) if this proves materially impossible or incurs manifestly excessive costs. This assessment is based in particular on the market value of the fault-free Product, the extent of the non-conformity and the possibility of implementing the alternative solution without causing significant inconvenience to the Customer.

Roc Amadeus may also refuse to bring the Product into conformity if doing so is impossible or disproportionate. In the event that Roc Amadeus refuses the option chosen by the Customer or any repair, this decision shall be formally justified in writing or on a durable medium. In the event of failure to comply with these conditions, the Customer may, following a formal notice that has remained without effect, demand the specific performance of the solution initially requested (in accordance with Articles 1221 and following of the French Civil Code).

The Customer is entitled to demand either a reduction in the purchase price (whilst retaining the item) or a full refund for the Product upon its return (cancellation of the Order), in the following situations:

- Roc Amadeus refuses to repair or replace the Product;
- The time taken to bring the Product into conformity exceeds 30 days;
- The proposed solution causes significant inconvenience to the Customer (in particular if they have to bear the costs of collection, return or reinstallation of the equipment);
- The defect persists despite an initial attempt by Roc Amadeus to remedy it.

Furthermore, if the seriousness of the lack of conformity justifies it, the Customer may immediately obtain a price reduction or the cancellation of the sale, without being required to first request a repair or replacement. However, the sale may not be rescinded if the lack of conformity is considered minor. Finally, any period during which the Product is out of service whilst being repaired suspends the remaining warranty period until the repaired or replaced item is actually made available.

3. **Warranty exclusions.** Roc Amadeus shall not be held liable for any failure to perform its obligations where such failure arises from causes beyond its control (absence of the Customer, physical impossibility of access, etc.).

Damage to the Product caused by external factors, due to poor maintenance or improper use, is not covered by the aforementioned warranties. The Customer acknowledges that they have chosen the Product on their own responsibility, in accordance with their technical requirements and competence. The Customer expressly acknowledges having read all the documents accompanying the Product prior to any use, in particular the user manual and these T&Cs. Roc Amadeus shall not be held liable for any inappropriate use of the Products, or for any installation or use not in accordance with their intended purpose.

The above warranties shall not apply if Roc Amadeus demonstrates one or more of the following:

- Lack of maintenance or improper maintenance of the Products;
- Failure to comply with the installation, maintenance and user instructions;
- Failure to comply with the obligation to carry out a thorough periodic inspection at least every 12 months by a qualified person;
- Continued use of a Product that has suffered a significant impact or abnormal stress (including, but not limited to, an object falling onto the Product, the Product being dropped, or exposure to extreme temperatures), even if no damage is visible to the naked eye;
- Incorrect use, misuse or mishandling of the Products; use of unsuitable cleaning or maintenance products such as detergents, corrosive substances, abrasives or lubricants that may damage the Product's components;
- Any modification, alteration, damage, corrosion, addition or repair to the Product carried out by the Customer, or by a third party at their request, which has led to the occurrence or aggravation of damage;
- Damage for which the Customer or a third party is liable, or resulting from wilful misconduct or fraud, or arising from an external cause of a natural or accidental nature;

- Damage resulting from a force majeure event as defined in Article 1218 of the French Civil Code.

Article 9 – LIMITATION OF LIABILITY OF ROC AMADEUS

Roc Amadeus' liability is expressly limited to direct and material damage only. This limitation does not apply to personal injury or damage resulting from gross negligence or wilful misconduct on the part of Roc Amadeus.

Article 10 – PROHIBITIONS

1. **Prohibition on professional use of the Products.** The Products marketed by Roc Amadeus are intended exclusively for leisure, sport and recreational use (private climbing).

Any use of the Products in a professional, commercial, industrial or artisanal context is strictly prohibited.

Roc Amadeus accepts no liability in the event of the Products being used as PPE for work (work at height, tree pruning, professional rescue operations, etc.). It is the responsibility of the professional customer to obtain equipment from specialist distributors that meet the specific requirements of the French Labour Code and applicable professional standards.

2. **Prohibition on the transfer of the Products.** The Products are "*personal protective equipment intended to protect against falls from a height*" as referred to in Article R. 4313-82 6° of the French Labour Code and, pursuant to Article R.4312-8, 6° of the French Labour Code, the Products, as second-hand goods, may not be displayed, offered for sale, sold, imported, hired out, made available or transferred in any capacity whatsoever with a view to their commissioning or use.

In accordance with the aforementioned provisions of the French Labour Code, any display, offering for sale, sale, import, hire, making available or transfer of the Product by the Customer, for any reason whatsoever, is strictly prohibited.

Any display, offering for sale, sale, import, hire, making available or transfer of the Product by a Customer to a third party, for any reason whatsoever, presents a risk of serious and/or fatal injury, for which Roc Amadeus accepts no liability and provides no warranty.

Article 11 – INTELLECTUAL PROPERTY

The Products and the documentation associated with the Products are protected by intellectual property rights, including, in particular, copyright, design rights, patent rights and/or trade mark rights (hereinafter the "Roc Amadeus IP Rights").

Roc Amadeus' IP Rights are the exclusive property of Roc Amadeus.

Roc Amadeus grants the Customer no right to use Roc Amadeus' IP Rights, and any use of these rights constitutes an infringement of rights and is punishable as such under the French

Intellectual Property Code, unless Roc Amadeus has given its prior, express written authorisation.

The Customer therefore acknowledges that, in the absence of prior, express and written authorisation from Roc Amadeus, any total or partial copying and any use of the Products and/or the documentation associated with the Products, even if modified, may give rise to legal proceedings being brought against them.

In general, the Customer undertakes not to harm or degrade the Products in any way whatsoever, nor to make any improper use of them that would directly or indirectly discredit or devalue Roc Amadeus and/or its image.

Article 12 – FORCE MAJEURE

Neither party shall be held liable for the non-performance or delay in the performance of any of its contractual obligations if this results from a force majeure event, within the meaning of Article 1218 of the French Civil Code.

The party becoming aware of the event must inform the other party as soon as possible in writing. The performance of obligations shall then be suspended for the duration of the force majeure event, without any compensation being due from either party. The Parties shall endeavour, as far as possible, to limit the consequences thereof.

If the impediment caused by force majeure continues for more than 30 days from the date of its occurrence, the Order may be automatically terminated at the initiative of either Party, without prior notice. Roc Amadeus shall then refund the sums paid by the Customer, to the exclusion of any other compensation.

Article 13 – ENVIRONMENT

1. **Unique Identifier (IDU).** In accordance with the provisions of Article L. 541-10-13 of the French Environment Code and within the framework of the law on the circular economy and the fight against waste (AGEC law), Roc Amadeus confirms its membership of the approved eco-organisations for the Extended Producer Responsibility (EPR) schemes to which its products are subject.

The unique identification number (IDU) issued by ADEME is as follows:

- **Sector Articles de Sport et de Loisirs (ASL) :** FR500703_13KJPN

Roc Amadeus also undertakes to provide the Customer with all information relating to the environmental qualities and characteristics of the products.

2. **Eco-contribution.** The sale price of the products includes, where applicable, the cost of the environmental contribution (known as the "Eco-contribution") which Roc Amadeus pays to the eco-organisation.

3. **"1-for-1" take-back scheme.** Roc Amadeus undertakes to take back, free of charge, or to arrange for the free take-back on its behalf, of used Products that the Customer discards, in exchange for the purchase of Products of the same type and up to the quantity of Products sold. The take-back may take place either at the delivery location or at a recycling centre.

Article 14 – APPLICABLE LAW – SETTLEMENT OF DISPUTES

1. **Applicable law.** The GTS shall be governed by and construed in accordance with French laws and regulations.
2. **Amicable settlement of disputes.** In the event of a complaint or dispute relating to the interpretation or fulfilment of the Order, the Customer is invited to contact Roc Amadeus's customer service department in the first instance in order to seek an amicable solution:
 - By email: contact@roc-amadeus.fr
 - By post: Roc Amadeus, 8 allée du Tenailler, immeuble le Rubis, 74940 ANNECY
3. **Consumer Mediation.** In accordance with Articles L.612-1 et seq. and R. 612-1 et seq. of the French Consumer Code, if no amicable solution has been reached within 60 days of the Customer's written complaint, the Customer is entitled to refer the matter free of charge to a consumer mediator with a view to resolving the dispute amicably.
 - The mediator appointed by Roc Amadeus is: AME CONSO
 - Website: <https://www.mediationconso-ame.com/>
 - Address: 197 boulevard Saint-Germain, 75007 PARIS, France
4. **Competent court.** If mediation fails or if the Customer does not wish to pursue mediation, they retain the right to bring the matter before the competent court. The Customer may therefore bring the matter before either one of the courts with territorial jurisdiction under the French Code of Civil Procedure, or the court for the place where they were resident at the time the Order was placed or the harmful event occurred.

MODEL WITHDRAWAL FORM

The Customer must complete and return the form below only if they wish to withdraw from the contract.

The form (or equivalent document) must be sent by email to contact@roc-amadeus.fr or by post to Customer Services at the following address: 8 allée du Tenailler, Le Rubis building, 74640 Annecy, France.

FORM:

For the attention of ROC AMADEUS Customer Service – 8 allée du Tenailler, Le Rubis building, 74640 Annecy, France.

I/we* hereby give notice of my/our* withdrawal from the contract for the sale of the item below:

Ordered on _____ / received on _____:

Name of consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s):

Date:

(*) Please delete as appropriate.

The Products must be returned to the following address: ROC AMADEUS – 8 allée du Tenailler, Le Rubis building, 74640 Annecy, France.