

Annex 2: Texts of the legal guarantees

Article L 211-4 of the Code de la consommation (French consumer law)

The seller shall deliver goods in conformity with the contract and be responsible for any lack of conformity at the time of delivery.

The seller shall also be responsible for any lack of conformity resulting from the packaging, instructions for the assembly or the installation of the goods when the contract states that this is their responsibility.

>Note: Order 2005-136 2005-02-17 art. 5: The provisions of this order shall apply to any contract concluded after it has come into effect.

Article L 211-5 of the Code de la consommation (French consumer law)

To conform to the contract, the goods must:

1°) be appropriate for the purpose usually expected of similar goods and, if applicable:

- Correspond to the description given by the seller and possess the features presented to the purchaser in the form of sample or model;
- Present the features that a purchaser may legitimately expect given the public statements made by the seller, by the producer or by their representative, particularly through advertising or labelling;

2°) or present the characteristics defined by mutual agreement by the parties or be appropriate for any particular use intended by the buyer, of which the seller has been informed and that the latter has accepted.

Note: Order 2005-136 2005-02-17 art. 5: The provisions of this order shall apply to any contract concluded after it has come into effect.

Article L 211-12 of the Code de la consommation (French consumer law)

Any action resulting from the non-compliance of the goods shall lapse two years after the date of delivery.

Note: Order 2005-136 2005-02-17 art. 5: The provisions of this order shall apply to any contract concluded after it has come into effect.

Article 1641 Code Civil (French civil code)

The seller shall guarantee any hidden defects in the item sold, which render it unfit for the use for which it was intended, or which so diminish this use that the buyer would not have purchased the item, or would have paid a lesser price, if he had been aware of them.

Article 1648 paragraph 1 Code Civil (French civil code)

The action resulting from latent defects must be brought by the purchaser within a period of two years after the discovery of the defect.

Article 2232 Code Civil (French civil code)

Any postponement of the date of commencement, suspension or interruption to the period of limitation may not extend the period of extinctive prescription beyond twenty years after date of eligibility.

The first paragraph shall not apply in the situations mentioned in articles 2226, 2227, 2233 and 2236, in the first paragraph of article 2241 and article 2244. Moreover, it does not apply to actions relative to the status of persons.

"It should be noted that these terms and conditions are an English translation of our French Conditions Générales de Vente which can be found here (*lien vers les CGV en français*) provided for convenience. In case of dispute, the French Conditions Générales de Vente shall prevail."