

TERMS AND CONDITIONS OF SALE

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Article 1: Purpose

The purpose of these Terms and Conditions of Sale is to define the legal framework for the terms of access to metalfox.net and app.metalfox.net Websites and the use by Users of all the services available on them. They are freely accessible, downloadable and printable at any time on the Websites.

The Company can unilaterally modify the content of these General Terms and Conditions of Sale at any time. As these General Terms and Conditions of Sale are systematically updated in the event of a change, it is the User's responsibility to read them.

The applicable General Terms and Conditions are those in force on the date of the order.

The invalidity of a contractual article does not result in the invalidity of the General Terms and Conditions of Sale. The temporary or permanent inapplication of one or more clauses of the General Conditions of Use by the Company shall not constitute a waiver by the Company of the other clauses of the General Conditions which continue to have effect and shall not exempt the User from its obligations towards them.

The use of the services and information relayed on the various social networks (Facebook, Twitter, LinkedIn, etc.) is subject both to compliance by the User with these General Conditions and also with the General Conditions of Use, as published by the operators of its social networks.

Article 2: Legal notice

Publisher:

app.metalfox.net and metalfox.net websites are published by MetalFox, a company registered in the Valenciennes Trade and Companies Register under SIRET number 84153870500010.

Share capital: €15,000.00.

Intracommunity VAT number: FR37841538705

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Tel: +33 7 82 57 45 95

Director of publication: Etienne Thépénier

Web host:

app.metalfox.net and metalfox.net websites are hosted by OVH.

Address: 2 rue Kellermann, 59100 Roubaix, France

Tel: +33 9 72 10 10 10 07

Article 3: Definitions of the terms

For these General Terms and Conditions of Sale, the singular meaning being the plural and vice versa, the following definitions shall apply:

Company: refers to MetalFox

Website: refers to the websites accessible via the Internet at app.metalfox.net and metalfox.net

General Conditions of Use: refers to the conditions of use described in this document.

User: refers to any physical or legal person who may be either an individual or a professional who uses the Websites or one of the services offered on them.

Member: refers to a User identified on the Websites.

Content: refers to the data accessible on the Websites.

User Content: refers to the data entered and transmitted to the Websites by a Member.

Flattening file: refers to the flattening Files generated on the Websites by the User.

User account: refers to all the information and services accessible by a Member.

Token: refers to the unit of virtual currency used by Members to purchase the Flattening Files. These tokens are permanent, they have no expiration date.

Subscription: refers to the automated payment system that allows a Member to credit his or her account at the beginning of each cycle to generate a certain number of Chargeable flattening Files.

Virtual Portfolio: refers to the virtual Account to which the Member's Tokens are credited.

Username and password: all the information necessary to identify a User on the Websites.

Article 4: Description of the services offered

The Company makes available to Users on its Websites, a service for flattening predefined geometric shapes, some of whose dimensional and physical characteristics are to be edited / defined by the Users.

Members have a dedicated personal space including a historical of the geometric shapes they have already created, as well as a virtual Token Portfolio.

Article 5: Geographical limitation of use

These General Terms and Conditions apply to Users worldwide, except those under the jurisdiction of Canada and the United States of America. This limitation results from the fact that the Company is unable to perform the services of the Website due to disproportionate insurance.

The User in these jurisdictions (Canada / United States of America) acknowledges that in the event of non-compliance with this clause, he/she shall have no recourse whatsoever against the company and shall fully assume his/her legal and judicial responsibilities.

Article 6: Limitation of use of MetalFox services

The User undertakes to use the services provided by the Websites only for peaceful and legal purposes. The User undertakes not to use the services provided by the Websites to manufacture all or part of equipment intended for the automotive, railway, aeronautical, space, nuclear and/or armaments industries.

This limitation results from the fact that the Company is unable to perform the services of the Websites due to disproportionate insurance.

The User acknowledges that in the event of non-compliance with the above clause, he/she shall have no recourse against the Company and shall fully assume his/her legal and judicial responsibilities.

The Company informs the User that, except for the purposes of manufacturing the parts he wishes to produce or have produced from the flattening files he/she has generated on the Website, he/she is expressly prohibited from transmitting these flattening files to third parties, whether free of charge, against payment or for the purpose of receiving financial or material benefits from their distribution. The Company could take legal action against any User who does not comply with this clause.

Article 7: Prices

Unless otherwise stated, the prices indicated on Websites are prices excluding tax, in euros. The price appearing on Websites at the time of the order will be the only one applicable to the User. The total amount due by the User is indicated on the order page.

Company could change the prices of permanent tokens and subscriptions at any time. New orders and subscription renewals will automatically be adjusted to these new prices. However, any pricing changes will only be applicable after a minimum period of 30 days following receipt of a notification from the company to its Members by e-mail or any other means deemed appropriate.

Article 8: Steps to conclude an order

To place an order, the Member goes to the purchase page either by clicking directly on the "shopping cart" button in the top right-hand corner of his interface, or on the button that automatically appears on the page for the creation of a predefined shape, when the Member no longer has any credit in Token or Subscription.

Member then chooses the batch of Tokens or the Subscription he wants by clicking on the corresponding button. This click automatically fills his/her virtual basket with a description of the quantity. After verification of this information, the Member then clicks on the "Proceed to Checkout" button and provides information about his/her identity (if not done previously) and the payment method chosen.

Before clicking on the "Confirm Order" button, the Member has to check details of the order, total price and can return to the previous pages to correct any errors or modify the order.

Order confirmation constitutes acceptance of the General Terms and Conditions and forms the contract.

An e-mail acknowledging receipt of the order and its payment is sent to the Member by the Company as soon as possible.

Article 9: Payment methods

a) For purchases made on Websites:

The price is due in full after confirmation of the order.

Payment is made exclusively online and immediately upon order by the secure payment methods offered by the Websites.

Credit cards are subject to validation and authorization checks by their issuing agency. If this organization refuses the payment authorization, the Company will not accept the User's order. In this case, the Company is not required to inform the User of the reason for this refusal.

The Company cannot be held responsible for the fees charged to the User by the issuing body or its bank for the payment by credit card of his order.

b) For purchases made directly from MetalFox Company:

Price is payable in full within the period indicated on invoice (usually 45 days from end of month). Any delay in payment will result in the payment of late penalties at a rate equal to 5% and a minimum fixed compensation of 40 euros for recovery costs, due automatically, without the need for a reminder, in accordance with Article L 441-6 of the French Commercial Code.

Discount for prepayment: none

Article 10: Securing payments

The security of online payments is guaranteed by the Company's online payment service providers. The User may freely consult the terms of use and warranties of these service providers on their respective websites.

Article 11: Archiving payment information

The Company will keep in its computer systems and under reasonable security conditions, proof of the transaction including purchase order and invoice.

Unless proven otherwise, the data recorded by the Company constitute proof of all transactions between the User and the Company.

Article 12: Commercial warranty

The Company guarantees, in accordance with the legal provisions, the User against any lack of conformity or latent defect, the Flattening Files generated on the Sites by the User, to the exclusion of any negligence or fault of the User.

In order to assert his rights, the User must make a complaint within the stipulated time limits to the Company as described below in these General Terms and Conditions.

If the complaint is admissible, the Company will then provide the Flattening File corresponding to the User's initial request, as soon as possible.

The User is solely responsible for the choice of the geometric shapes he uses and for the use of the flattening files he generates on the Website.

The alerts generated by the Website are used to check that the shapes are mathematically feasible. They are given for information only and are not exhaustive.

These alerts do not provide any guarantee against input errors and/or the technical feasibility of the form that only the User can appreciate.

Under no circumstances shall a lack of alert lead to the Company's liability.

It is expressly agreed that it is the User's responsibility to check the integrity of the Flattening Files generated on the Website, as well as the shape and size of the Flattening Files are correct before any use. In case of doubt, technical support can be obtained from the Company.

The Company shall not be liable for any direct or indirect loss or costs, including, but not limited to, loss of revenue or profits resulting from a problem or non-conformity in the manufacture of a part made by the User using all or part of a flattening file generated on the Website.

The Company's warranty is limited to the reimbursement of services paid for by the User.

Article 13: Limitations of the Company's liability

Company is not a design office and does not provide any technical advice.

Company is a service provider that manages a technical and software infrastructure and provides Users of the Sites with software enabling them to enter themselves the dimensional and physical characteristics of the shapes available on the Sites in order to obtain Files containing their flattening.

The generation of Files through the software used on the Websites is fully automated. Flattening files are generated as a result of the User's action. They are not subject to any design, verification and modification by the Company, its partners or any other person.

User who uses a File generated on the Websites acknowledges that it is a geometric shape dimensioned by him/her and that he/she is fully responsible for its dimensioning and manufacture.

The Company has no knowledge of the intended use of the parts that may be manufactured using the Flattening Files generated by the User. It cannot therefore be held liable for any lack of advice.

Websites are initially written in French. Other languages may be soon implemented on the Websites. The Company does its best to provide the best translation service, but does not guarantee a complete translation of the Websites for languages other than French that may be implemented in the future. The company shall not be liable for any direct or indirect damages, including, but not limited to, loss of income or profits caused by a lack of translation of any part of the Websites and the services it offers, or for translations that are found to be inaccurate or incomplete.

Websites allows their Users to send by e-mail Flattening Files they have generated. The time required to receive the e-mails sent depends on many factors, such as, for example, but not exclusively, the state of the Internet network and the computer equipment used by the User. As the Company has no control over these elements, it cannot be held responsible for the abnormally long delay in receiving these e-mails, regardless of who they are sent to. In addition, since the User himself/herself indicates the e-mail addresses to which he wishes to send his Files of flattening, the Company cannot be held responsible for their delivery to an incorrect e-mail address or for their non-delivery.

Article 14: Personal data

Data collection:

Data is collected when registering a User and/or paying for services. The User can then modify and transmit other personal data to the Websites via his/her customer area.

Data collection and its processing are carried out with respect for privacy in accordance with the French law "Informatique, Fichiers et Libertés" of 6 January 1978 as amended and its decrees.

Confidentiality and disclosure of data:

Company ensures the strict confidentiality of personal data collected and stored in its secure database.

Under no circumstances the data collected will be transmitted to commercial partners without the express written consent of the Users.

This data may be transmitted to third parties (with whom the Company has previously signed a confidentiality agreement), such as, for example, hosting providers or web developers, in order to ensure the proper execution of services ordered by the User and to allow the backup and restoration of data that could be damaged, during the entire period of operation of the activity by the Company.

Rights of access, modification and deletion of personal data:

In accordance with French law 78-17 of 6 January 1978 (amended by law 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data) relating to data processing, files and freedoms, Internet users have the right to access, rectify, modify and delete their data.

At any time, Users may request to delete their data by sending an e-mail to contact@metalfox.net or by post to the following address: MetalFox, 31 avenue Georges Clémenceau, 59300 Valenciennes, France.

Members can access and modify their data via their "customer area" on the Website.

Article 15: Intellectual Property

All content of Websites is protected by international laws relating to intellectual property.

All elements of these Websites, including, but not limited to, the structure, graphics, texts, logos, images, videos, animations and icons as well as their formatting, and, more generally, content of Websites with the exception of trademarks, logos or content belonging to other authors or partner companies, are protected by copyright, trademark law and design and model law.

Any User who collects or downloads content or information published on the Websites has only a private, personal and non-transferable right of use.

The texts, graphics, drawings, logos and photos that are distributed on the Websites may be reproduced on paper or electronic media, provided that the name and address of the Websites are quoted and that it is not used for commercial purposes.

Except the above clause, any reproduction, distribution, modification, adaptation, retransmission, publication or representation of the Websites in whole or in part is prohibited without the Company's written consent.

The insertion of a page of the Websites into the page of another Website, by i-frame or any other process and the creation of a hypertext link to the Websites may only be done with the written authorization of the Company, and provided that no confusion may exist in the minds of Internet users as to the identity of the Websites or the origin of such information.

Failure to comply with the above requirements may constitute an infringement of copyright punishable by Articles L. 335-2 and L. 343.1 of the French Intellectual Property Code, incurring the author's liability.

MetalFox trademarks and logos are registered. Any unauthorized reproduction of these trademarks, logos and distinctive signs constitutes a counterfeiting offence punishable by penalties.

Users undertake not to put online any content that may harm the interests of third parties. They assume, without any restriction, full responsibility for their content. Any legal action against the Websites brought by an injured third party will be taken by the Users responsible for their disputed content.

Company has the right, at any time and for any reason, to delete or modify the content of a User that it deems inappropriate and without obligation to inform the User.

Company owns the "rights of database producers" as described in Book III, Title IV, of the French Intellectual Property Code (law n° 98-536 of July 1, 1998), relating to copyright and databases.

For any request for authorization or information, you can contact us at the following email addresses: contact@metalfox.net or presse@metalfox.net if you are part of a press service.

Article 16: Right of withdrawal

If and only if, User meets the criteria defined by the Hamon law (companies whose main field of activity is not metalworking and having a workforce of less than 5 employees), he has, in accordance with the law, a withdrawal period of 14 days from the day of validation of the payment to exercise its right of withdrawal with the Company and cancel its order, without having to justify its reasons or pay a penalty, for the purpose of reimbursement, except for the performance of service(s) already performed before the end of the withdrawal period.

In the event of exercise of the right of withdrawal within the above-mentioned period, only the price of the ordered and non-consumed services shall be refunded.

If part of the services had already been performed before the end of the withdrawal period (which is technically only possible if a User has identified himself as a Member on the Website to purchase Tokens), the Member's refund will be made in proportion to the services performed on the basis of the rate applied to Users not identified on the Website. The Company would then calculate the reimbursement amount as follows:

Amount refunded = Amount paid by the Member - (minus) the price of a Token purchased alone x (multiplied) by the number of paid Dxf files generated.

To exercise its right of withdrawal, the User must notify the Company of its decision to withdraw from this contract by means of an unambiguous written declaration sent by post or e-mail.

Company will carry out the refund at the latest fourteen (14) days from the day of receipt of the User's notice of withdrawal. It will be carried out on the same payment method as the one used for the initial transaction. With the User's agreement, another means may be used. In any event, this refund would not entail any costs for the User.

Article 17: Claims

In the absence of reservations or complaints expressly made in writing by the User to the Company within fifteen (15) calendar days following the generation of the Flattening Files, they shall be deemed to be in conformity with the order, in quantity and quality. No claim can be accepted in the event of non-compliance with these formalities and deadlines by the User.

In order to assert his rights, if the User has not managed to download the Flat File generated after validation of his payment or deduction of Tokens or subscription balance from his Virtual Portfolio, or if he notes a lack of integrity or conformity of the file, he/she must inform the Company in writing (by electronic or postal means) within a maximum period of fifteen (15) days from the generation of the flattening File on the Sites.

Date taken into account shall be the date recorded of the flattening file appearing in the historcal of the Member's User Account.

Article 18: Applicable law - Litigation

In the event of a dispute arising out of the performance, termination or conditions of this contract, the Company and the User shall endeavor to settle their dispute amicably (in English language).

These Terms and Conditions of Sale are governed by French law and any dispute or litigation that may arise from the interpretation or execution thereof shall be subject to the exclusive jurisdiction of the courts on which the Company's registered office depends (Valenciennes).

These General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, the French text alone shall prevail in the event of a dispute.

The reference language for the settlement of any disputes is French.

Article 19: Contact

For any questions, comments or suggestions you can contact the Company via:

- The contact form: <https://www.metalfox.net/en/contact-us/>
- E-mail addresses: contact@metalfox.net & presse@metalfox.net
- Mail: MetalFox, 31 avenue Georges Clémenceau, 59300 Valenciennes, France.