



ENAGIC FRANCE (foreign commercial company)

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N° SIRET : 523 634 392 00014

R.C.S Paris : 523 634 392

TVA FR22523634392

# ORDER FORM

The signature on this document is for the sole purpose of proving that the consumer has read, on the front and back, the information contained in this entire document.

## CLIENT INFORMATION

DISTRIBUTEUR  UTILISATEUR  TOKUREI

Name, Firstname ..... Date of birth ...../...../.....

Billing Address .....

Zip Code ..... City..... Country.....

Delivery adress (If different).....

Zip Code ..... City..... Country.....

Phone..... E-mail .....

PRODUCTS	PRICE excl.vat (€)	VAT*	PRICE incl.vat (€)
<input type="radio"/> LEVELUK K8	4 200 €		
<input type="radio"/> LEVELUK SD501 PLT.	3 500 €		
<input type="radio"/> LEVELUK SD501	3 280 €		
<input type="radio"/> LEVELUK JR IV	2 700 €		
<input type="radio"/> ANEPSA DX	2 600 €		
<input type="checkbox"/> EXTENDED GUARANTEE 3 YEARS***	280 €		

\*VAT France 20%, VAT Belgium 21%, VAT Luxembourg 16%, Customers residing in DOM-TOM and European companies (outside France) will not be subject to this tax. However, it is important to provide us with your intra-community number.

\*\*Shipping costs include VAT: France / Belgium / Luxembourg 26€, DOM-TOM (except Pacific Islands) 85€, Africa/Pacific Islands 200€, For the whole euro zone 44€, Switzerland 57€, Turkey 110€.

DELIVERY CHARGES\*\*  
TOTAL AMOUNT incl.vat (€)

N°VAT Intracommunity\*

FULL PAYMENT

CREDIT ENAGIC\*

COFIDIS\*\*\*

APPLICATION FEE : 10€ x .....

DOWN PAYMENT : ..... €

**\*\*FILL IN THE CREDIT ENAGIC DOCUMENT**

Taux nominal de .....%  
Taux annuel effectif global (TAEG): .....%  
Nombre de mensualités : .....  
Montant des mensualités : .....  
Coût total du crédit : .....  
1ère échéance le : ...../...../.....  
ACOMPTE : ..... €

\*Only for Europe and Turkey.

\*\*If the Enagic Credit document is not completed, the order will not be considered.

\*\*\*Only for France.

## METHOD OF PAYMENT fullpay and down payment

WIRE TRANSFER TO ENAGIC

CIC Banque  
Enagic Europe GmbbH  
IBAN : FR76 3006 6105 5100 0200 9890 156  
BIC : CMCIFRPP

CREDIT CARD

Please contact the France office  
\*Maestro and Electron not accepted

CHECK

If the sale is not concluded in meeting, the payment will intervene after a 7 days deadline in accordance with the article L.221-10 of the Code of the consumption.

The customer recognizes to have taken knowledge of the precontractual information and to have benefited from the time he wished, necessary to their comprehension. He also acknowledges having read in full and accepted the terms of this order form. The signature of the customer does not oblige him to place effectively order

## SELLER/SPONSOR INFORMATION

Name, Firstname .....

ID Number.....

RANK : ..... A

Phone.....

E-mail.....

## SIGNATURE : Date ...../...../..... at .....

Client :

Seller :

## I) GENERAL

These general terms and conditions of sale (hereinafter "GTC") are offered by ENAGIC EUROPE GmbH and its branch in France called ENAGIC FRANCE (hereinafter "ENAGIC FRANCE" or the "Company"), whose registered office is located at 167 rue du Château, 75014 Paris, France, RCS Paris 523 634 392.

The present GTC and the order form (hereafter, the "Order Form") together form the contract (hereafter, the "Contract"). ENAGIC FRANCE can be reached at the following number: 01.47.07.55.65 and at the following email address: france@enagiceu.com and its intra-community VAT identification number is : FR22523634392.

ENAGIC FRANCE specialises in the manufacture and marketing of alkaline ionisers, water filtration machines and accessories (hereinafter the "Product(s)") to customers (hereinafter the "Client(s)") who are consumers and/or professionals. The Contract may be concluded, under the legislation governing off-premises contracts, with a Client who is a professional, if and only if the Contract complies with the cumulative conditions set out in Article L.221-3 of the Client Code:

1. the subject matter of this Contract does not fall within the scope of the principal activity of the requested professional; and
2. the number of employees employed by it is less than or equal to five.

The GCS apply to any contract concluded between ENAGIC FRANCE and the Client (together the "Parties"), concerning the sale of Products by ENAGIC FRANCE to the Client, as mentioned in the Order Form communicated to the Client. The GCS are systematically sent or given to each Client before any order is placed (the "Order"). The purpose of the GTC is to define the conditions under which ENAGIC FRANCE markets the Products as offered for sale. They therefore apply to all Orders placed for Products. Consequently, the fact of placing an Order implies the Client's full and unreserved acceptance of these GTC, to the exclusion of all other documents in the Client's possession such as leaflets, catalogues or advertising brochures issued by ENAGIC FRANCE, which are only indicative and not contractual. In the event of a contradiction between the provisions of the Order Form and the GTC, the relevant provisions of the Order Form shall prevail over the GTC. These GCS govern the entire relationship between ENAGIC FRANCE and the Client. Any reservation concerning the GCS, put forward by the Client will, therefore, in the absence of express acceptance by written agreement from ENAGIC FRANCE, be unenforceable against the latter, regardless of the time at which it may have been brought to its attention. All provisions derogating from the present GCS must be the result of an express agreement between the Parties, reflected in the Order Form validated by ENAGIC FRANCE or any other document that proves the agreement of both Parties. The fact that ENAGIC FRANCE does not take advantage at a given moment of any of the conditions of the present GCS cannot be interpreted as a renunciation to take advantage of any of the said conditions at a later date.

The GTC apply to professionals and consumers. ENAGIC FRANCE reserves the right to modify the present general terms and conditions of sale at any time, the new terms and conditions of sale will apply to any new Order after the entry into force of the modified terms and conditions of sale, regardless of the previous relationship between ENAGIC FRANCE and the Client.

## II) ORDERS

The Products offered for sale are described and presented as accurately as possible. Nevertheless, a slight variation in the weight, colour or quantity of the Product(s) does not engage the responsibility of the Company and does not affect the validity of the sale.

### a) Ordering Products: Orders for ENAGIC

FRANCE products are exclusively placed through an independent distributor approved by ENAGIC FRANCE, by means of an order form issued by ENAGIC FRANCE.

The Client may order different Products, as listed in the Order Form. The Client shall check the details of the Order and the price to be paid and correct any errors before confirming the Order. A copy of the Order Form and these GTC shall be given to the Client once the Order has been confirmed. Prior to placing the Order, the Client shall be given a pre-contractual information document (hereinafter the "Pre-contractual Information Document" or the "PID").

The prices invoiced are those applicable at the time the Sales Order is placed. It should be noted that the terms and conditions of a Product offer may be modified as long as the Client has not confirmed the Order. However, any modification to an existing Sales Order may, if subsequently modified at the request of the Client, lead to a modification of the Product prices.

ENAGIC FRANCE reserves the right to cancel or refuse any Order in the event of a problem with the order received (e.g. illegible order, lack of essential information), or in the event of an Order placed by a Client who is known to be insolvent or with whom there is a dispute concerning the payment of a previous Order. In this case, ENAGIC FRANCE will contact the Client.

b) Price: The Client will be invoiced at the price indicated on the Order Form. The prices of the Products are indicated in euros, exclusive of tax and inclusive of all taxes. All Sales Orders, whatever their origin, are payable in Euros. ENAGIC FRANCE reserves the right to modify its prices at any time. The new prices apply to all new Orders. Shipping costs are not included in the indicated prices of the Products and are to be paid in addition.

c) Payment: In accordance with article L.221-10 of the Consumer Code, ENAGIC FRANCE may not receive any payment or consideration from the Consumer Customer before the expiry of a period of seven (7) days after the Consumer Customer has signed this Contract.

An exception to the aforementioned period is made and payment may be made directly, when, in accordance with article L.221-10-3°, the GTC are concluded with the Client Consumer during meetings organised by "the seller" at his home or at the home of a consumer Client who has previously and expressly agreed that this operation may take place at his home (sale at a meeting).

Payment for the Order shall be made, at the Client's option, by bank card (Visa, Mastercard, American Express - excluding Visa Electron and Mastercard Maestro), by bank transfer or in cash. In the case of payment by bank transfer, the Product Order will only be shipped, according to the usual delivery times as stipulated in these GTC, upon receipt of payment by the ENAGIC FRANCE accounting department

ENAGIC FRANCE reserves the right to suspend or cancel the execution of any Order, whatever its nature and level of execution, in the event of non-payment or partial payment of any sum owed by the Client to ENAGIC FRANCE. The Client guarantees ENAGIC FRANCE that he/she has the necessary authorisations to use the method of payment when ordering Products.

d) Payment Facility: The Client, at the time of the Order, and in the case of payment by credit card or SEPA transfer, may opt for the payment facility allowing payment of the Order over a maximum of three months\*\* including a processing fee of ten (10) euros per month in which the payment facility is used, up to a maximum of three months. A deposit of 30% of the total amount of the Order shall be paid at the time of the Order and the balance to be paid shall be taken by SEPA direct debit on the due dates as stipulated in the Order Form. For professional Clients, in accordance with the provisions of the French Commercial Code, in the event of late payment, the rate of penalties payable is set at 3 (three) times the legal interest rate. These late payment penalties are payable by operation of law and without the need for a reminder is necessary. In addition, a fixed indemnity for collection costs in the amount of forty (40) euros including tax is payable from the day after the due date. The payment facility offered over three months is valid in metropolitan France, Belgium, Luxembourg and the French overseas departments and territories. This payment facility cannot be combined with any other offer and is not applicable to previous orders.

The price of the product, the V.A.T. and the shipping and packaging costs are divided equally on each payment. ENAGIC FRANCE will ship the Products ordered upon receipt of the first payment. For all subsequent Orders, ENAGIC FRANCE reserves the right to modify the rates of this payment facility option without prior notice and to refuse the request without having to justify the reason. Payments are processed by an independent secure payment company.

\*\* and beyond three months within the framework of a credit agreement with the company Cofidis which will have to be concluded by the Parties in accordance with the provisions of the Consumer Code.

#### I) REFUNDING

Refunds of Products in the cases referred to in these GTC shall be made by the same means of payment as that used for the initial payment, unless the Client expressly agrees to a different means of payment; in any event, this refund shall not incur any costs for the Client.

#### IV) CONSUMER CLIENTS' RIGHT OF WITHDRAWAL FOR PRODUCTS

In accordance with the provisions of Articles L. 221-18 et seq. of the French Consumer Code, the consumer Client has the right to return the Product(s) ordered and delivered without having to justify this.

If The Client exercises his/her right of withdrawal, ENAGIC FRANCE will send an e-mail and/or a letter confirming that his/her right of withdrawal has been taken into account. The Client has fourteen (14) days from the date of delivery of the Order to exercise their right of withdrawal. The Client then has fourteen (14) days to return the Products for exchange or refund without penalty. The cost of returning the Products shall be borne by the Client. The Client is invited to use the standard withdrawal form as annexed to these GTC. In accordance with the stipulations concerning reimbursement, the Client will be reimbursed in full as soon as possible and no later than fourteen (14) days after the date on which the Client exercised his/her right of withdrawal. It is specified that the amount of the reimbursement thus made will be that of the total amount paid, including the delivery costs. The Product(s) returned must be in perfect condition. They must be returned in a condition that allows them to be re-marketed. The Client must keep the proof of deposit of the package with the service provider in charge of the return. In the absence of this proof, no exchange or reimbursement can be made in the event of loss of the package. By common law, the goods travel at the Client's risk. ENAGIC FRANCE recommends the Client to take all necessary insurance to cover these risks as well as all precautions for the protection of the Product(s).

For contracts concluded off-premises, the consumer Client may exercise his right of withdrawal from the time of conclusion of the Contract. If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

#### No return of used products during the withdrawal period

In accordance with article L.221-28 - 5° of the French Consumer Code: Products unsealed by the Client after delivery and which cannot be returned for reasons of hygiene or health protection cannot be subject to a right of withdrawal. Similarly, in accordance with Article L.221-23 of the Consumer Code, the Client's liability in exercising his right of withdrawal may be incurred in the event of depreciation of the Products resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the Products.

#### V) DELIVERIES

The Products ordered can be delivered in mainland France, Corsica, Monaco, French overseas departments and territories, Belgium, Luxembourg and Africa according to the pricing conditions mentioned on the pre-contractual information document and the order form. The Products are delivered by the carrier CHRONOPOST in "standard" mode within two (2) to fifteen (15) working days (subject to stock availability) after validation of the order. The amount of shipping costs is determined by ENAGIC FRANCE according to the weight and volume of the Order. This information is available upon request by contacting ENAGIC FRANCE's customer service at 01.47.07.55.65 (toll free from a landline). The Products will be delivered to the address indicated by the Client in the Order Form. In the event of an error in the address indicated by the Client, the latter will not be able to hold ENAGIC FRANCE responsible in the event of a delivery failure. ENAGIC FRANCE will not be held responsible if the non-receipt of the Product(s) is due to a third party or in case of theft; in this case, the Client must seek the responsibility of the carrier and/or the third party in question, within the limits of the applicable law. In the event that the Order is returned due to the absence of the Customer, ENAGIC FRANCE's customer service will contact the Customer for a second delivery at the Client's expense. The Client may track the progress of his/her Order by contacting customer services by e-mail at the following address: france@enagiceu.com.

#### VI) TRANSPORT - RESERVATIONS FOR THE PROFESSIONAL CLIENT

It is the responsibility of the Professional Client to check the apparent condition of the Product(s) delivered and to make any necessary reservations with the carrier. In the event of an apparent defect and/or non-conformity, the Professional Client must imperatively: 1. indicate this on the carrier's delivery slip. 2. send a registered letter with acknowledgement of receipt to the carrier, within a maximum of three (3) days following the day of delivery.

1. Send ENAGIC FRANCE a copy of the said letter and the delivery note simultaneously. The professional Client must provide all justification as to the designation of apparent defects or non-conformity and allow ENAGIC FRANCE to proceed with their observation to remedy them. If this procedure is not followed, ENAGIC FRANCE will not accept any claim and the Order will be considered as accepted without reservation by the Professional Customer.

#### VII) PRODUCT COMPLIANCE

##### Guarantees :

If the Client wishes to make use of the legal guarantee of non-conformity, he/she must address the company whose brand name and contact details are pre-printed on the front. When acting under the legal guarantee of conformity, the consumer has a period of two years to act, may choose, under the conditions provided for in Article L 211- 9 of the Consumer Code, between repairing or replacing the goods; is exempted from proving the existence of the defect at the time of purchase if it appears within the period set by Article L 211-7 of the Consumer Code. The consumer may decide to implement the guarantee against defects in the thing sold within the meaning of Article 1641 of the Civil Code and in this case he may choose between the redhibitory action and the estimatory action

Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee shall apply to that digital content or digital service throughout the period of supply provided. During this period, the consumer is only required to establish the existence of the lack of conformity of the digital content or service and not the date of its appearance.

The legal guarantee of conformity entails an obligation on the part of the trader, where applicable, to provide any updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty (30) days of his request, free of charge and without any major inconvenience for him.

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 asks for the good to be repaired, but the seller imposes a replacement, the legal guarantee of conformity is renewed for a period of two (2) years from the date of replacement of the good.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the Contract by obtaining a full refund against the return of the goods, if

- 1° The trader refuses to repair or replace the goods;
- 2° The goods are repaired or replaced after a period of thirty days;
- 3° The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods;
- 4° The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer shall also be entitled to a reduction in the price of the goods or to rescission of the Contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the Contract. The consumer is then not obliged to request repair or replacement of the goods beforehand.

The consumer is not entitled to rescind the contract if the lack of conformity is minor.

Any period of immobilisation of the goods for repair or replacement suspends the guarantee that remained until the delivery of the repaired goods.

The rights mentioned above result from the application of articles L. 217- 1 to L. 217-32 of the Consumer Code. A seller who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).

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

### VIII) RETENTION OF TITLE – TRANSFER OF RISK

The transfer of ownership of the Product(s) shall only take place when ENAGICFRANCE has received full payment of all sums relating to the Order. The Customer shall not be held responsible for the risks of loss, theft or destruction that may occur during transport before the Customer receives the Product(s). Concerning professional Clients, in case of delay or non-payment, ENAGIC FRANCE may take back the unpaid Product(s) sold and, in case of legal redress or liquidation of the Client, exercise a claim action. The Client shall ensure that no creditor seizes the Products whose ownership has not yet been transferred to the Client due to their non-payment. In the event of illegal seizure by a third party of the sold Product, the Client must make ENAGIC FRANCE's right of ownership known and will inform ENAGIC FRANCE immediately. Any transformation or rearrangement of the Products sold will always be made to the benefit of ENAGIC FRANCE.

### IX) RESPONSIBILITY

The Products offered are in conformity with French legislation and the standards applicable in France. The responsibility of ENAGIC FRANCE is limited to direct damage. In no case will ENAGIC FRANCE be held responsible for indirect, accessory or particular damages as defined by the jurisprudence of the French courts, notably, the cost of loss of profits, data or downtime, whether its responsibility is contractual or tortious or based on the guarantee stated in the previous article above. ENAGIC FRANCE shall not be held responsible for the non-execution of the Order in case of force majeure as defined by the case law of the French courts, and in case of damage caused by a third party or attributable to improper use or non-conforming use of the Products by the Customer, in violation of ENAGIC France's instructions

### When the Client is a consumer :

ENAGIC FRANCE guarantees the Client against any action, claim, demand or opposition from any person invoking an intellectual property right which the sale of the Product(s) would have infringed, provided that the Client informs ENAGIC FRANCE, as soon as he/she is aware of it, of any request, claim or proceeding presented or initiated for such a reason, by judicial or extra-judicial means. The Customer agrees to provide ENAGIC FRANCE with all the documents and information in its possession as well as all the assistance required

### When the Client is a professional:

With the exception of personal injury or death, and except in the case of gross negligence or intentional fault causing proven direct damage, ENAGIC FRANCE's liability is expressly limited to the amount paid by the Client at the date of this damage for the Products in question, as provided for in its Order. The total or partial impossibility of using the Products for reasons beyond ENAGIC FRANCE's control, notably due to incompatibility of equipment, cannot give rise to any compensation or reimbursement, nor can ENAGIC FRANCE be held responsible. By express agreement between the Parties, no legal action or claim, whatever it may be, may be initiated or formulated by either Party more than one (1) year after the occurrence of the event that caused the damage.

## X) APPLICABLE LAW AND JURISDICTION

### XI) GENERAL PROVISIONS

a) Previous documents or other agreements: These GTC replace any other previous document, any other written or verbal agreement relating to the same subject matter, with the exception of the Purchase Order, the Order and the commercial proposal, and prevail over any contrary provision that may be contained in documents issued by the Client.

b) Severability: If any provision of these T&Cs or its application to any person or circumstance is held invalid, such invalidity shall not affect the remaining provisions or applications of these T&Cs, which shall remain in full force and effect, separate from the provision held invalid. For this purpose, the provisions of these GTC are declared to be self-contained.

c) Notification: Any notification shall be made in writing and shall either be delivered by hand, sent by registered letter with acknowledgement of receipt, or made by extrajudicial document to the address indicated in the order.

d) Language of the GTC: The GTC are written in French. A foreign language translation may be provided for information purposes. In the event of contradiction, only the French version shall prevail between the Parties.

**XII) PRIVACY POLICY**

In order to allow the Customer to benefit from the Products offered, ENAGIC FRANCE, acting as the data controller, reserves the right to collect personal data relating to the Customer, in particular the following personal data

- Name and first name ;
- Position within the company (optional) ;
- Full address ;
- Telephone number;
- Email address.

The Customer is informed that his personal data may be transferred to Japan and explicitly consents to the transfer of his data. ENAGIC FRANCE has taken all the necessary measures and appropriate guarantees as to the conformity of the said transfer of data with the applicable legislation.

ENAGIC FRANCE uses the Customer's personal data for the following purposes:

Purpose	Legal base for processing
Supply of products	Processing is necessary for the performance of the contract concluded with the Client
Taking into account the orders	Processing is necessary for the performance of the contract concluded with the Client
Management and processing of the orders	Processing is necessary for the performance of the contract concluded with the Client
Billing	Processing is necessary for the performance of the contract concluded with the Client
Information about the professional client, the services and activities of the client	Processing is necessary for the performance of the contract concluded with the Client
Answering any questions or complaints from the client	Processing is necessary for the performance of the contract concluded with the Client
Compilation of commercial statistics	Processing is necessary for the performance of the contract concluded with the Client
Management of requests for access, deletion, portability, rectification and opposition rights	Processing is necessary in order to respond to the exercise of their rights by the clients and the processing is necessary for the performance of the contract concluded with the Client
Management of unpaid invoices and disputes	Processing is necessary for the performance of the contract concluded with the Client

The data related to the management of the Client's personal data is kept for a period of three years after the last contact with the Client. The Client's personal data is processed by ENAGIC FRANCE and by the service providers who support the activity of ENAGIC FRANCE, acting as subcontractors. ENAGIC FRANCE can also communicate personal data in order to cooperate with administrative and judicial authorities. ENAGIC FRANCE may transmit the Customer's personal data to third party service providers for statistical studies. In this context, the Client's personal data will be anonymised.

ENAGIC FRANCE ensures that the Customer's personal data is adequately and appropriately secured and has taken the necessary precautions to preserve the security and confidentiality of the data and in particular to prevent it from being distorted, damaged or communicated to unauthorised persons.

Obligations of the Client: The Customer acknowledges that the personal data disclosed is valid, up-to-date and adequate. The Client has the right to access, rectify, delete (erase), port his personal data, limit the processing as well as the right to object to the processing of his data collected and processed by the Company, by contacting the Company directly at the following email address: france@enagiceu.com. In the event of a complaint, the Client may contact the CNIL, which is the competent authority for the protection of personal data, whose contact details are as follows: 3 Place de Fontenoy, 75007 Paris, telephone: 01.53.73.22.22.

**XIII) I) TELEPHONE CANVASSING**

In application of articles L. 223-1 and L. 223-2 of the Consumer Code, if you do not wish to be the subject of commercial canvassing by telephone, you can register free of charge on a telephone canvassing opposition list.

- I accept to receive commercial offers by electronic mail (e-mail, SMS, MMS...) or by post from ENAGIC.
- This contract was drawn up during a demonstration organised by the VDI at the customer's home, who had previously and expressly agreed that this operation would take place at his/her home (meeting sale).  yes  no
- By ticking this box I acknowledge that I have read and accepted ENAGIC FRANCE's general terms of sale and privacy policy.**

Date : ..... Place : .....

*Client's Signature :*

Date : ..... Place : .....

*Seller 's/ Sponsor's Signature (VDI) :*

For the attention of :

I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the sale of the following goods (\*):

Ordered on (\*)/received on (\*): Name of consumer(s) :

Address of the consumer(s) :

Signature of client(s) (only if this form is notified on a  
Signature of client(s) (only if this form is notified on paper) :

Date :  
(\*) Delete as appropriate.

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On [date to be completed by the Client] Signature of the Client