

Terms and conditions of use (TCU) and of issue of the Air Quality Certificate

The Imprimerie Nationale, limited company, with a capital of €34,500,000.00, the head office of which is located 104 avenue du Président Kennedy - 75016 PARIS, registered on the French register of trade and of companies in Paris, under number 352 973 622 00157, issues Air Quality Certificates.

This document aims to set out the terms and conditions of sale, issue and use of the 'Air Quality Certificate' (hereinafter referred to as the 'Certificate') in application of articles L. 318-1 and R. 318-2 of the French traffic regulations, and of the orders of 29 June 2016 on the methods of issue and apposition of air quality certificates, and to set out the tax for issue of the Certificate. This document represents the terms and conditions of sale of the Imprimerie Nationale.

The Certificate is a sticker which corresponds to a specific vehicle category, defined according to atmospheric pollution emissions, in accordance with the order of 21 June 2016 laying out the list of vehicles categorised according to their level of emission of atmospheric pollution. It should be placed on the vehicle for which it was ordered. The Certificate is only compulsory in certain traffic zones. It also provides you with certain benefits set up by local authorities.

Each order on the site www.certificat-air.gouv.fr is subject to these terms and conditions of sale, issue and use (hereinafter referred to as the TCU) applicable at the date of request of the Certificate, and to the general terms and conditions of use of the site.

'Professional', as stated in the TCU, refers to a public or private individual or legal entity who acts for purposes in the context of their commercial, industrial, or freelance activity, and any person acting in the name of or on behalf of a professional.

By ticking the box stating they have read and agreed to the TCU on confirmation of their order, the buyer unreservedly agrees to the TCU.

PRIVATE INDIVIDUALS	PROFESSIONALS
	These TCU replace any documents exchanged between the Parties, preceding these documents, and serving the same purpose, and dismiss the buyer's Terms and Conditions of Purchase. There will be no derogation to these TCU except by written agreement of the Parties.
Article 1. CONDITIONS OF OBTAINMENT OF THE CERTIFICATE The Certificate is issued by the air quality certificate	Article 1. CONDITIONS OF OBTAINMENT OF THE CERTIFICATE The Certificate is issued by the air quality certificate

Issue Department (hereinafter referred to as the 'Issue Department') solely on the basis of the information provided by the buyer, especially for the address of issue.

On ordering a Certificate, the applicant declares to have agreed to the following terms and conditions:

- Certificates can be ordered from the website www.certificat-air.gouv.fr.
- To this effect, the applicant should have internet access and login to the website www.certificat-air.gouv.fr.
- The vehicle for which the Certificate is being ordered should not be registered in France.
- If the vehicle for which the Certificate is being ordered is registered in France, the buyer undertakes to place the order on the specific page of the website www.certificat-air.gouv.fr.

WARNING

The Certificate will be sent to the address entered by the buyer. The buyer should ensure that the address is currently valid before ordering. The address to which the Certificate is sent should be that of the owner of the vehicle, or, where applicable, of the lessee, with a contract of a duration greater than or equal to two (2) years, or with a leasing agreement.

The Certificate tax should be paid for by bank card.

The Certificate will be generated and sent after payment of the tax.

The buyer is informed and explicitly acknowledges that the Issue Department shall not be held liable for any incorrect and/or unusable information relating to the vehicle for which the buyer is purchasing a Certificate.

The buyer explicitly acknowledges they have been informed of the fact that the Issue Department may refuse to confirm an order in the event unusable information is provided, especially where the copy of the registration certificate is illegible.

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Article 2. PRICE, INVOICING AND PAYMENT

2.1. Price and invoicing

The prices of our Certificates are those in effect at the time the order is placed. Prices are net, carriage paid in France, standard packaging, excluding taxes based on current rates.

Certificate purchases are invoiced. The invoice is sent to the e-mail address provided by the buyer.

2.2. Payment

All payments should be made on-line on the date of ordering, by bank card.

Article 3. BUYER'S UNDERTAKINGS

The buyer undertakes to:

- Provide accurate information when ordering their Certificate, especially the owner's postal address, or, where applicable, the lessee.

WARNING

The invoice, which also serves as a receipt, shall be sent to the e-mail address provided, as will the order update. The address should be a valid address.

- Please affix the Certificate to the vehicle for

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An invoice that has not been contested by the buyer within thirty (30) days of the date of issue is deemed to be accepted by them conclusively in its principle and in its amount. The contestation brought by the buyer against the invoice shall under no circumstances exempt them from its payment; any reduction in the amount of the contested invoice shall give rise to reimbursement in part or in full, as agreed by the Parties.

These clauses shall not impede transfer to the buyer of the risk of loss or deterioration to the Certificates or any damages they may cause, according to the terms and conditions set out in article 5.

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which is was ordered rapidly after receipt.

- Should be authorised to order the Certificate.

The buyer shall only use the Certificate for personal purposes. These TCU should not be interpreted as transfer of intellectual property rights on the Certificate to the buyer, or of the Certificate as such.

The buyer acknowledges that ordering an Air Quality Certificate constitutes the provision of personal assets according to the terms of Article L 121-21-8, 3° of the French Consumer Code, as a result of the registration number provided by the buyer.

Therefore, the buyer is expressly informed that, under these provisions, they cannot exercise their right of withdrawal from the purchase of the Certificate.

Article 4. CERTIFICATE ISSUE

For Certificate orders, the Issue Department has twenty (20) working days from the date of confirmation of the bank transaction to issue the Certificate to the address provided by the buyer.

While waiting to receive the Certificate, the buyer has the invoice which represents proof of their order and of the vehicle category.

Article 5. CERTIFICATE RECEIPT

On receipt of the Certificate, the buyer should ensure that the Certificate is intact and that the information it contains is accurate. If the information on the Certificate is inaccurate or incorrect, the buyer should contact the Issue Department as per the terms and conditions of article 6 below.

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Issue turnaround times are provided for information. The professional is not entitled to refuse Certificates, or to cancel an order, or to claim compensation where the turnaround times are exceeded.

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Risks are transferred on the date of forwarding of the Certificates to the carrier and/or to the postal services. Certificates transit at the risks and expenses of the professional.

The Certificates are provided in standard packaging

and the Issue Department shall not be held liable for any damage, breakage or deterioration. The Issue Department shall under no circumstances be held liable for delivery and distribution times by postal organisations, or for the transport conditions, or for the consequences likely to result for the professional; therefore, any claims from the professional should be forwarded to the carrier and/or to the postal services. The professional shall verify the quality and quantity of the Certificates delivered at the delivery site.

Article 6. NON-RECEIPT OF THE CERTIFICATE

In the event the Certificate is not received within the issue times stated in article 4, the buyer is asked to ensure that the address for which they ordered a Certificate is currently valid.

If the address is currently valid, the buyer shall contact the Issue Department to find out how the Certificate can be re-edited.

- By post:
Service de délivrance des certificats qualité de l'air
BP 50637
59506 Douai Cedex
- By e-mail:
contact@certificat-air.gouv.fr
- By telephone:
[0 800 97 00 33](tel:0800970033) (Service & call free)

The buyer is informed that all exchanges with the Issue Department will take place in the English language.

While waiting to receive the Certificate, the buyer has the invoice edited after the order was placed to certify that a Certificate order is currently being processed.

If the address is inaccurate, the buyer should order another Certificate on the website www.certificat-air.gouv.fr.

Article 7. DEFECTIVE OR INCORRECT CERTIFICATE

If the Certificate has a manufacturing defect, or

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The buyer is informed that a Certificate cannot be returned to the Issue Department if it has been detached from / peeled off the backing paper.

Article 8. LOSS OR THEFT OF THE CERTIFICATE

In the event of loss of theft of the Certificate, it shall neither be replaced nor reimbursed.

To receive a new Certificate, the buyer should order a Certificate again on the website www.certificat-air.gouv.fr

Article 9. CERTIFICATE VALIDITY

Once issued, the Certificate remains valid for as long as the information featuring on it remains legible and accurate. The buyer shall order a new Certificate where these conditions are no longer met.

Article 10. CERTIFICATE USE

The Certificate is affixed to the vehicle for which it was ordered. It can only be affixed to that vehicle only. It should be affixed in accordance with the provisions of the order of 29 June 2016.

→ *Information: Court proceedings shall be brought where a certificate is affixed to a vehicle other than that for which it was ordered.*

If the vehicle is sold, ownership of the Certificate is transferred simultaneously and automatically with the vehicle.

The buyer undertakes to ensure that the Certificate is kept and used according to the standard terms and conditions of use.

Article 11. DAMAGED CERTIFICATE

11.1 Precautions of use of the Certificate

The standard terms and conditions of use of the Certificate by the buyer are those of appropriate use

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of the Certificate or of careful handling by an attentive and responsible person, as provided for, in order to protect the integrity, quality, nature or substance of the Certificate against any external duress likely to cause it damage.

The standard terms and conditions of use of the Certificate especially include:

- carrying it flat, that is to say not folded or bent or subject to mechanical stress, or placed in recipients such as a wallet, briefcase or item of clothing.

The following situations, whether accidental or not, constitute evidence of inappropriate use or handling of the Certificate:

- unnatural folding of the Certificate;
- damage caused by a sharp object;
- deformation caused by a strong impact on the surface of the Certificate;
- any attempt at extraction of a component of the Certificate, or any visible damage to the Certificate;
- any trace of immersion of the Certificate in a liquid or semi-liquid substance;
- any exposure to unusual temperatures or to microwave shocks.

11.2 Consequences of a damaged Certificate

In the event of deterioration of the Certificate by the buyer, it shall neither be replaced nor reimbursed.

To receive a new Certificate, the buyer should order a Certificate again on the website www.certificat-air.gouv.fr

Article 12. PERSONAL DATA PROTECTION

The information collected by means of this form is computer-processed by the French Ministry for the Environment, Energy and Marine Affairs as data processor, and at the Imprimerie Nationale as subcontractor; for the purposes of issue of the Air Quality Certificate.

In accordance with the applicable legislation on personal data protection, the buyer is entitled to

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In accordance with the applicable legislation on personal data protection, the buyer is entitled to

access and correct their personal information, after proving their identity, by:

Post:
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The buyer is also legally entitled to object to their personal data being processed.

All personal data collected is treated in the strictest confidence. In particular, the Issue Department undertakes to protect the confidentiality of the data forwarded electronically.

Article 13. GUARANTEES RELATING TO THE CERTIFICATE

When acting according to the legal guarantee of conformity, the buyer has two (2) years from issue of the Certificate to take action; they shall choose either to replace the Certificate, subject to the pricing conditions provided for in article L.217-9 of the French consumer code. The buyer is exonerated from proving the existence of the inconformity of the Certificate in the twenty-four months following issue of the Certificate.

The guarantor of the conformity of the Certificate and of the defects of the sold good is Imprimerie Nationale.

The legal guarantee of conformity applies independently of the commercial guarantee granted to the buyer.

The buyer can decide to implement the guarantee against the hidden defects of the Certificate, according to the terms of article 1641 of the French civil code and in this hypothesis, they can choose between cancelling the sale or reducing the sales price in accordance with article 1644 of the French civil code.

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Article 13. LIABILITY

The liability of the Issue Department is limited to compensation for direct material damage resulting from non-fulfilment of the contractual obligations of the TCU.

The Issue Department shall not be held liable for the quality of the buyer's internet connection.

Also, the Issue Department shall not be held liable for any damages resulting from incorrect or fraudulent use of the Certificate by the buyer.

The Issue Department shall under no circumstances be held liable for intangible and/or indirect damages such as loss of business, market injury, loss of clientele, any commercial discord of any kind, loss of profit or loss of brand image.

All amounts and damages, for which the Issue Department is liable, are limited to the amount before tax cashed on the Certificate invoice, on the basis of which liability is engaged.

The buyer shall guarantee abandonment of all recourse by its insurers or third-parties bound by an agreement with them, against the Issue Department or its insurers, beyond the limits of and for the exclusions set out above. Any action against the Issue Department should be brought within twelve (12) months of the harmful event.

Article 14. TRANSFER AND SUB-CONTRACTING

The Issue Department reserves the right to transfer or to subcontract, whether in part or in whole, manufacture of the Certificates ordered by the buyer.

Article 15. FORCE MAJEURE

Neither party shall be held liable for a failure to perform its obligations if this failure is the result of an event of Force Majeure as defined by French legislation and case law.

Article 16. NULLITY

The invalidity or unenforceability of any of these stipulations shall not void the remaining stipulations, which shall remain in full force and effect.

Article 17. COMPLAINTS - LEGAL ATTRIBUTION

For complaints relating to issue of the Certificate, the buyer shall contact the Issue Department at the address provided in article 6.

The governing law is French law.

Disputes relating to the conclusion, fulfilment or interpretation of these conditions comes under the exclusive competence of the French courts, where the buyer takes action in a non-professional capacity.

This clause also applies to interlocutory appeals, the introduction of third parties, additional claims or multiple defendants, and whatever the mode and manner of payment.

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Disputes relating to the conclusion, fulfilment or interpretation of these conditions comes under the exclusive competence of the commercial court of Paris, where the buyer takes action in a professional capacity.

This clause also applies to interlocutory appeals, the introduction of third parties, additional claims or multiple defendants, and whatever the mode and manner of payment.