

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 of 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 Code de la Route (French traffic regulations), and of the orders of June 29th 2016 pertaining to the methods of issue and affixing of air quality certificates, and setting out the tax on the 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 June 21st 2016 laying out the list of vehicles categorised according to their level of emission of atmospheric pollution. It shall be placed on the vehicle for which it was ordered. The Certificate is only and solely compulsory in certain traffic zones. It may also provide 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, artisanal activity or liberal profession, 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 upon confirmation of their order, the applicant unreservedly agrees to these TCU.

CONSUMERS	PROFESSIONALS
	These TCU replace any documents exchanged between the Parties, preceding these documents, and serving the same purpose, and dismiss the applicant's Terms and Conditions of Purchase. There will be no derogation to these TCU except by written agreement of the Parties.
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'Issuing Department') solely on the basis of the information provided by the applicant, including but not limited to establish the address of issue.

To be allowed to order a Certificate, the applicant declares to have read and agreed to the following terms and conditions:

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

WARNING

The Certificate shall be sent to the address indicated by the applicant. The applicant shall ensure that the address is currently valid before ordering. The address to which the Certificate is sent shall 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 shall be paid for by bank card.

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

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

The applicant explicitly acknowledges they have been informed of the fact that the Issuing Department may refuse to validate an order in the event unusable information is provided, including but not limited to cases where the copy of the registration certificate is illegible.

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For orders relating to a vehicle equipped with a retrofitted device for reducing fine particle emissions:

In line with Article 3 of the Decree of 21 June 2016, the owners of vehicles equipped with retrofitted pollutant emissions treatment devices may receive higher Crit'air Certificates than vehicles without such devices.

To benefit from an upgrade, the applicant must have declared the device in accordance with the relevant procedure and have received a letter informing him that the declared vehicle has been upgraded BEFORE ordering the Certificate.

The upgrade application procedure can be viewed [\[HERE\]](#).

Once the vehicle's retrofitted device has been declared and validated, the vehicle's upgrade is automatically taken into account when a Certificate is requested.

The Issue Department shall not be held liable if the upgrade request is denied by the competent authority or for any incorrect and/or unusable information featured in the Vehicle Registration System.

WARNING

If you submit an order for a Certificate before receiving the letter informing you that the declared vehicle upgrade is under consideration, you will receive a Certificate that does not take your retrofitted device into account. You should order a new Certificate if you wish to benefit from the upgrade of the equipped vehicle.

Article 2. PRICE, INVOICING AND PAYMENT

2.1. Price and invoicing

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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.

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

2.2. Payment

All payments shall be made online on the date of ordering, by bank card.

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

An invoice that has not been disputed by the applicant within thirty (30) days of its issuing date shall be deemed definitively accepted by them in its principle and in its amount. The dispute brought by the applicant against the invoice shall under no circumstances exempt them from its payment; any reduction in the amount of the disputed invoice agreed upon by the Parties shall give rise to reimbursement in part or in full.

These stipulations shall not prevent the risks of loss or deterioration of the Certificates as well as any damages they may cause from being transferred to the applicant under the conditions set out in article 5.

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Article 3. APPLICANT'S UNDERTAKINGS

The applicant undertakes to:

- Provide accurate information when ordering their Certificate, including but not limited to the owner's postal address, or, where applicable, the lessee's.

WARNING

The e-mail address shall be used to transmit the invoice, which also serves as a receipt, as well as to inform them on their order status. The address shall be valid.

- Affix the Certificate to the vehicle for which it was ordered promptly after receipt.
- Be duly authorised to order the Certificate.

The applicant has a strictly personal right to use the Certificate. These TCU shall not be interpreted as

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The applicant has a strictly personal right to use the Certificate. These TCU shall not be interpreted as

transfer of intellectual property rights on the Certificate to the applicant, or of the Certificate as such.

The applicant acknowledges that, as a result of the choice made by the applicant on the registration number they provided, 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.

Therefore, the applicant 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 Issuing 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 applicant.

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

Article 5. CERTIFICATE RECEIPT

Upon receiving the Certificate, the applicant shall ensure that the Certificate is in good condition and that the information it contains is accurate. If the information on the Certificate is inaccurate or incorrect, the applicant shall contact the Issuing Department as per the conditions laid out in article 6 below.

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Delivery times are provided for information; the applicant shall not refuse the Certificates, cancel an order or claim compensation because of a delay in delivery times.

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

The Certificates are sent in a standard packaging and the Issuing Department shall not be held liable for any damage, breakage or deterioration. The Issuing Department shall under no circumstances be held liable for delays in delivery and distribution by postal

organisations, or for the transport conditions, or for the consequences likely to result from them for the professional applicant; therefore, any claims from the professional applicant shall be addressed to the carrier and/or to the postal services. Acceptance as regards to quality and quantity of the Certificates shall be expressed by the professional applicant on 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 applicant is asked to ensure that the address for which they ordered a Certificate is currently valid.

If the address is currently valid, the applicant shall contact the Issuing Department to find out how the Certificate may 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:
[0 800 970 033](tel:0800970033) (Service & call free)

The applicant is informed that all exchanges with the Issuing Department will be in English.

While waiting to receive the Certificate, the applicant 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 applicant shall 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 contains inaccurate information, the applicant shall contact the Issuing Department at the address provided in article 6.

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The applicant shall not return any Certificate to the

Issuing Department if it has been detached from / peeled off its paper form.

Article 8. LOSS OR THEFT OF THE CERTIFICATE

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

To obtain a new Certificate, the applicant shall 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 all the information featured on it remain legible and accurate. It is the applicant's responsibility to order a new Certificate when these conditions are no longer met.

Article 10. CERTIFICATE USE

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

→ *Information: Affixing a certificate to a vehicle other than the one it was ordered for may lead to court proceedings.*

If the rights on the vehicle are transferred, the right to use the Certificate is transferred simultaneously and automatically with the vehicle.

The applicant undertakes to ensure that the Certificate is kept and used under standard conditions of use.

Article 11. DAMAGED CERTIFICATE

11.1 Precautions of use of the Certificate

The standard conditions of use of the Certificate by the applicant are those that can be expected of an appropriate use of the Certificate or of a careful handling by an attentive and responsible person, in order to protect the integrity, quality, nature or substance of the Certificate against any external

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duress likely to cause it damage.

The standard conditions of use of the Certificate include but are not limited to:

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

The following situations, whether accidental or not, may 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 to extract 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 applicant, it shall neither be replaced nor reimbursed.

To receive a new Certificate, the applicant shall 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 controller, and at the Imprimerie Nationale as data processor; for the purposes of issuing the Air Quality Certificate.

The informations collected are kept for 3 years from the date of the Certificate's order.

In accordance with the applicable legislation on personal data protection, the applicant has a right to access and correct their personal information, after

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proving their identity, by:

• Post:
Imprimerie Nationale SA
Service CIL / DPO
104, avenue du Président Kennedy – 75016 Paris

• E-mail: cil-insa@imprimerienationale.fr

The applicant may also object to their personal data being processed, if they have a legitimate reason to do so.

All personal data collected is processed under the strictest confidentiality. In particular, the Issuing Department undertakes to protect the confidentiality of the data transmitted through electronic mail.

Article 13. GUARANTEES RELATING TO THE CERTIFICATE

The applicant has two (2) years from issue of the Certificate to take legal action pertaining to the legal guarantee of conformity; they may choose to replace the Certificate, subject to the pricing conditions provided for in article L.217-9 of the French consumer code. The applicant is exempted 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 Certificate is Imprimerie Nationale.

The legal guarantee of conformity applies independently of the commercial guarantee that may have been granted to the applicant.

The applicant may 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 case, they may choose between terminating 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 Issuing Department is limited to compensation for direct material damage resulting from non-fulfilment of its contractual obligations stemming from the TCU.

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

Furthermore, the Issuing Department shall not be held liable for any damages resulting from incorrect or fraudulent use of the Certificate by the applicant.

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

All amounts and damages combined, the Issuing Department's liability is limited to the amount before tax cashed on the Certificate invoice on the basis of which liability is engaged.

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

Article 14. TRANSFER AND SUB-CONTRACTING

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

Article 15. FORCE MAJEURE

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

Article 16. INVALIDITY

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 applicant shall contact the Issuing Department at the address provided in article 6.

The governing law is French law.

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

This clause also applies to interlocutory appeals, guarantee claims, incidental claims or multiple defendants, and whatever the method and terms of payment.

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