

## GENERAL TERMS AND CONDITIONS OF SALE | BACK MARKET DATED 1 JULY 2020

Previous versions of terms and conditions of sale may be consulted [here](#).

As this page is not very light-hearted, it was put in Comic Sans MS 🤪  
(It's a dream come true)

### Article 1. Recitals

1.1 These terms and conditions of sale govern the contractual relationship between a Buyer and a Seller, resulting from the purchase of a repackaged, second-hand and refurbished Product on the Platform (see definitions in article 2 hereafter).

1.2 The company JUNG S.A.S., a simplified joint-stock company whose registered address is 154 boulevard Macdonald, 75019 Paris and listed on the Paris Trade and Companies Register under number 804 049 476, which does not sell any Products on the Platform, makes available, via the Platform under the name "Back Market" with the objective of putting Buyers in contact with Sellers and offering various services described in the terms and conditions of use accessible [here](#), which govern relations between the Buyer and JUNG S.A.S.

### Article 2. Definitions

In every instance where, in this contract, the words below appear, in singular or plural form, with a capital letter, they shall have the following meanings:

<b>Buyer(s)</b>	means any natural person(s) of legal age with the capacity to complete legal actions as well as any legal person(s) under private law, holding a customer account.
<b>T&amp;C of Sale</b>	means these terms and conditions of sale which govern relations between Buyers and Sellers
<b>T&amp;Cs of Use</b>	means the terms and conditions of use which govern relations between Buyers and JUNG S.A.S
<b>Product File</b>	means the description of a Product, indicating as a minimum, the price including VAT expressed in Euros, a description of the basic characteristics of the Product, the brand, model and state of the Product.
<b>Seller File</b>	means the description of a Seller, indicating as a minimum, its trading name (and, if different, its legal name), the address of its establishment (and, if different, its registered address), its registration number on the Trade and Companies Register.
<b>Platform</b>	means the Internet website, accessible at the address <a href="http://www.backmarket.co.uk">www.backmarket.co.uk</a> , at which Buyers and Sellers can be put in contact for the purchase of Products.
<b>Products</b>	means all kinds of repackaged products.
<b>Seller(s)</b>	means any professional seller of Products registered on the Platform.

### Article 3. Scope of application, acceptance and modifications of the T&Cs

3.1 The purpose of these T&Cs of Sale is to frame the contractual relationship between a Buyer and a Seller resulting from the sale and purchase of a Product on the Platform. They do not govern relations between Buyers and JUNG S.A.S. which are subject to the general terms and conditions of use, which may be consulted on the Platform.

3.2 The T&Cs of Sale must be unreservedly accepted by each Buyer prior to any purchase of Products. The Buyer takes care to read the T&Cs of Sale, accept them and save a copy for themselves for reference if needed. Refusal of the T&Cs of Sale when

ordering prevents the Buyer from completing their order. In addition, once the T&Cs of Sale are accepted, the order has been completed and the Seller has confirmed the availability of the ordered Product, the T&Cs of Sale are emailed to the Buyer so that they can keep a copy and refer to it if necessary.

3.3 The T&Cs of Sale are susceptible to change. The Buyer is therefore invited carefully read and accept the T&Cs of Sale for each order, as they may change between two successive orders. In addition, all versions of the T&Cs of Sale are always accessible on the Website.

#### **Article 4. Creating a customer account**

4.1 To order a Product on the Platform, a customer account must be created on the Platform according to the terms described in the T&Cs of Use of the Platform, which are accessible on the Platform. A customer account must be created before any purchase, or at the time of a purchase. One single customer account allows access to the Platform irrespective of the extension of the website (backmarket.co.uk, backmarket.fr, backmarket.de, backmarket.es, backmarket.it, etc.).

4.2 The Buyer is informed that their full name, email address, mobile phone number and physical address, and for legal persons, their full name, email address, phone number of the natural person representing them on the Platform, are communicated to the Seller to allow them to honour the order.

#### **Article 5. Ordering Products and payment obligation**

5.1 In order to buy a Product, an active customer account is required, i.e. not closed, or one should be created. Products are ordered on the Platform from Sellers who complete the Seller Files, Product Files and the delivery terms and charges. Sellers are solely responsible in this regard for (i) the veracity and exhaustiveness of (a) the information provided in the Seller File and (b) the Product description in the Product File, as well as (ii) the Product's full compliance with its description in the Product File.

5.2 The user selects the Product(s) that they wish to purchase. They then click on "Add to basket", select their delivery option and desired commercial warranty, and provide their delivery address. They are then informed of the total cost of their order. If they are not already logged into their customer account, the user is invited to log in or create a customer account. Then, the Buyer reads the T&Cs of sale and if it is their first purchase, the T&Cs of use of the Platform, available here. Once they have read the T&Cs of sale and, where applicable, the T&Cs of use of the Platform, the Buyer must accept them and save a hard copy. Finally, the Buyer may then click on "Validate and Pay". The Buyer then chooses their method of payment and provides the necessary information to finalise their payment. They are then invited to click on "Confirm payment" which invokes the Buyer's obligation to pay.

5.3 However, the Buyer is informed that the sale is not completed at that point. In effect, with regard to Products which are occasional goods, the Seller may have only one item in stock, and insofar as the Seller's stock is not provided on the Platform, the Seller has a period of 24 working hours to confirm their ability to honour the order. The sale of Product(s) is therefore concluded between the Buyer and the Seller at the time when the Seller confirms the availability of the Product(s). In case of confirmation of the availability of the Product(s), the sale is completed and the Buyer is debited by the amount of its order. In the event of unavailable Product(s) or absence of confirmation of their availability by the Seller within the aforementioned 24 hour period, the order is automatically cancelled and the sale is deemed never to have been completed. The holding of the Buyer's payment is then immediately released.

5.4 Orders made by a Buyer are independent of each other and if an order concerns the purchase of several Products, each purchase is independent of the others. Thus, if

one or more orders have not been confirmed by the relevant Seller(s), the Buyer's other order(s) are not cancelled and the Buyer is obliged to pay the order(s) which have not been cancelled. Similarly, where only one Product on a same order for at least 2 Products is not available, the order is not cancelled and the sale is completed for the other available Product(s). As a result, where one or more Product(s) ordered from one or more Sellers on the Platform are not available, this does not invoke the cancellation of all of the order or other orders, and the Buyer is obliged to the part of the order / the other order(s) concerning the other available Product(s).

5.5 The payment methods available on the Platform are the following in particular: (i) payment by bank card in one instalment through the secure 3D payment system put in place by JUNG S.A.S. and its payment partner, and (ii) payment with codes (payment, discount or promotional).

5.6 JUNG S.A.S. receives the price of orders paid by the Buyer on the Seller's behalf, through its payment service provider, and passes on the payment after deducting its intermediary commission. The Buyer's payment information is never communicated to Sellers which are only given the Buyer's contact details which are necessary for communication with the Seller and processing of their order, namely their full name, email address, postal address and mobile phone number as well as delivery address.

#### **Article 6. Shipment costs and delivery**

6.1 The Products presented for sale on the Platform, accessible from the backmarket.co.uk website can only be delivered in the United Kingdom, unless the Seller offers delivery elsewhere.

6.2 Products are delivered at the delivery address indicated by the Buyer when ordering. Delivery times and methods are provided by the Seller, which is solely responsible for full compliance with same. Ordered Products are shipped and delivered at the Seller's risk but through its customer account the Buyer may track the progress of their order and, if it has chosen tracked shipping, the progress of their delivery.

6.3 The delivery date depends in particular on the delivery method chosen by the Buyer. When the Buyer has selected a delivery method, they will be informed of a delivery date. Otherwise, the delivery of the ordered Product shall not be subject to any unjustified delay, or in any event, exceed 30 days.

6.4 Unless otherwise mentioned when ordering, delivery is paid. The delivery charge depends on the Seller's situation, the delivery address and the delivery method chosen by the Buyer. The delivery price is indicated in GBP, inclusive of VAT and is communicated to the Buyer prior to any payment on their part.

6.5 Where the Buyer has chosen a tracked delivery method, they may track the delivery of the ordered Product directly on the Platform through their customer account and/or the email and/or website.

6.6 Upon delivery of the Product, the Purchaser checks the Product delivered and, in the event of an anomaly (damaged package, torn, open packaging, missing or damaged product), the Purchaser is invited to immediately express a reservation upon receipt of the Product. The Buyer then has 3 working days from the delivery of the Product to report this anomaly on the Platform.

6.7 The Buyer has legal rights if the Seller delivers any Product(s) late. If the Seller misses the delivery deadline for any Products then the Buyer may treat the contract as at an end straight away if any of the following apply:

6.7.1 the Seller has refused to deliver the Product(s);

- 6.7.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 6.7.3 the Buyer told the Seller before they accepted the Buyer's order that delivery within the delivery deadline was essential.
- 6.8 If the Buyer does not wish to treat the contract as at an end straight away, or do not have the right to do so under Article 6.6, the Buyer can give the Seller a new deadline for delivery, which must be reasonable, and the Buyer can treat the contract as at an end if the Seller does not meet the new deadline.
- 6.9 If the Buyer chooses to treat the contract as at an end for late delivery under Article 6.5 or Article 6.6, the Buyer can cancel its order for the Product(s) or reject any Product(s) that have been delivered. If the Buyer wishes, it can reject or cancel the order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that the Seller will refund any sums the Buyer has paid to the Seller for the cancelled goods and their delivery. If the Product(s) have been delivered to the Buyer, the Buyer must either return them in person to where they were bought, post them back to the Seller or (if they are not suitable for posting) allow the Seller to collect them. Subject to article 6.9, the Seller will pay the costs of postage or collection.
- 6.10 The Seller shall pay the costs of return:
- 6.10.1 if the Product(s) are faulty or misdescribed;
- 6.10.2 if the Buyer is ending the contract because the Seller has told the Buyer (in writing) of an upcoming change to the Product(s), an error in pricing or description, a delay in delivery due to events outside the Seller's control or because the Buyer has a legal right to do so as a result of something the Seller has done wrong; or
- 6.11 The Seller has refund the Buyer the price paid for the Product(s) including delivery costs, by the method the Buyer used for payment.

## **Article 7. Payment methods**

**7.1 Payment in 1 instalment by bank card:** When purchasing a Product on the Platform, the Buyer may pay in one instalment, providing the necessary information for payment by bank card. In this regard, the Buyer provides their bank card number, its expiry date and security code, and pays via the Platform's secure payment interface. This information is not shared with the Seller.

### **7.2 Payment, discount and promotional codes**

**7.2.1 Codes:** When purchasing a Product on the Platform, the Buyer may use a payment, discount or promotional code. These codes may be used on the Platform, on all extensions of the website (backmarket.co.uk, backmarket.fr, backmarket.es, backmarket.it, backmarket.de, etc.) and are valid on all Products placed for sale on the Platform until their expiry date and within the conditions specific to each code. The Buyer may obtain these codes during sponsorships or promotions implemented by JUNG S.A.S., Sellers or third parties.

**7.2.2 Nature of codes:** payment codes for a monetary value (X euros), discount codes for a percentage discount (X%) and promotional codes for a particular offer (for example "*breakage and theft' insurance for 1 year for a minimum purchase amount*"). Each code is subject to the general terms described in article 7.3.3 and is subject to a description and specific conditions relative to its nature, value, validity and terms of use which the Buyer must have accepted prior to the purchase of the code or, if they have not purchased it, prior to use of that code.

7.2.3 **General terms of codes:** unless otherwise stated in the description for codes, (i) codes are not cumulative (i.e., the Buyer cannot use several codes for the same order), (ii) codes do not apply for delivery charges, (iii) codes cannot be exchanged or reimbursed (i.e., if the Buyer has not used a code prior to its expiry date or in case of reimbursement of the order paid in full or partially by a code, the code is permanently lost), (iv) codes with a monetary value can be used in several instalments (i.e., the value of the monetary code not used is credited to the e-wallet accessible via the Buyer's customer account until the expiry date of the code) and (v) codes cannot be used for an order that is already validated.

#### **Article 8. Transfer of risk and ownership**

8.1 Risk is transferred when delivery is complete, i.e. when the ordered Product has been physically given to the Buyer or any third party designated by the Buyer. When the Buyer entrusts delivery of the Product to a courier other than that used by the Seller, risk is transferred when the Product is given to the courier.

8.2 The Buyer shall own the Product once the Seller has received payment in full.

#### **Article 9. Reviewing Sellers**

The Buyer may review their Seller(s) as well as the Product(s) on the Platform. Once their order is finalised, the Buyer may review the Seller's service as well as the Product through the reviewing system available on the Website. The Buyer is informed that their date of purchase and criteria for categorising reviews are displayed with their review. The Buyer also reserves the right to amend their review at any time.

#### **Article 10. Communications on the Platform**

The Buyer and the Seller agree only to communicate via their respective accounts. By way of exception, where such way of communication is impossible, for example when the Buyer's customer account has been closed, the Buyer and the Seller may interact using their respective email addresses. In this regard, the Buyer is informed that they will receive emails and/or notifications (i) indicating that their order has been received and sent to the Seller, (ii) confirming that the Seller accepts the order and giving the T&Cs of sale, or otherwise, informing them that the Seller cannot honour the order, (iii) notifying the Buyer of any event in the follow-up to the order. Once the Product is delivered, the Buyer is invited to give their opinion on the Product and the Seller.

#### **Article 11. Right to end the contract**

11.1 The Buyer's right to end the contract will depend on what the Buyer has purchased, how the Supplier is performing and when the Buyer decides to end the contract and whether the Buyer is a consumer or a business:

11.1.1 If what the Buyer has bought is faulty or misdescribed, the Buyer may have a legal right to end the contract (or to get the Product(s) repaired or replaced or to get some or all of their money back), see article 12 ;

11.1.2 If the Buyer wants to end the contract because of something the Seller has done or have told the Buyer they are going to do, see article 11.2; or

11.1.3 If the Buyer (who is a consumer) has just changed its mind about the Product(s), see article 11.4. The Buyer may be able to get a refund if they are within the cooling-off period, but this may be subject to deductions and the Buyer will have to pay the costs of return of any Product(s).

11.1.4 If the Buyer is ending a contract for a reason set out below, the contract will end immediately and the Seller will refund the Buyer in full for any

Product(s) which have not been provided and the Buyer may also be entitled to compensation. The reasons are:

- 11.1.5 The Seller has told the Buyer about an upcoming change to the Product(s) or these T&Cs of Sale which the Buyer does not agree to;
  - 11.1.6 The Seller has told the Buyer about an error in the price or description of the Product(s) the Buyer has ordered and the Buyer not wish to proceed;
  - 11.1.7 there is a risk that supply of the Product(s) may be significantly delayed because of events outside the Seller's control;
  - 11.1.8 The Seller has suspended supply of the Product(s) for technical reasons, or notify the Buyer (in writing) they are going to suspend them for technical reasons, in each case for a period of more than six (6) weeks; or
- 11.2 The Buyer has a legal right to end the contract because of something the Seller has done wrong (including because the Seller has delivered late (see article 6.6).
- 11.3 This article reflects the goodwill guarantee offered by Sellers to Buyers (being consumers), which is more generous than such Buyer's legal rights under the Consumer Contracts Regulations 2013 in the ways set out below. This goodwill guarantee does not affect any such Buyer's legal rights in relation to faulty or misdescribed Product(s):

<b>Withdrawal right</b>
<b>30 day period for Buyer's (being consumers) to change their mind.</b>
<b>Buyer (being a consumer) to pay costs of return.</b>

- 11.4 The Seller shall make any refunds due to the Buyer as soon as reasonably possible. If the Buyer (being a consumer) is exercising its right to change its mind then, in so far that the Seller has not offered to collect them, the Buyer's refund will be made within 14 days from the day on which the Seller receives the Product(s) back from the Buyer or, if earlier, the day on which the Buyer provides the Seller with evidence that the Buyer has sent the Product(s) back to the Seller.

## **Article 12. If there is a problem with the Product(s)**

### **Where the Buyer is a consumer.**

12.1 If the Buyer is a consumer, the Seller is under a legal duty to supply Product(s) that are in conformity with these T&Cs of Sale. The box below summarises the Buyer's key legal rights in relation to the Product(s). Nothing in these T&Cs of Sale will affect the Buyer's legal rights.

12.1.1 This is a summary of the Buyer's key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be:

- i) as described;
- ii) fit for purpose; and
- iii) of satisfactory quality (but with regards to the Product(s) sold on the Platform, to the reasonable person's expectation as to quality considering the second-hand and refurbished nature of the Product(s), but should still work, unless the lack of functionality has been made clear to the Buyer or should have been discovered).

12.1.2 During the expected lifespan of the Product(s) the Buyer's legal rights entitle them to the following:

a. up to 30 days: if the Product(s) are faulty, then the Buyer can get an immediate refund.

b. up to six months: if the Product(s) can't be repaired or replaced, then the Buyer is entitled to a full refund, in most cases.

c. after six months up to six years: if the Product(s) do not last a reasonable length of time, the Buyer may be entitled to some money back. However, the Buyer's attention should be brought to the fact that Product(s) sold by Sellers on the Platform are of a second-hand and refurbished nature and therefore the reasonably expected lifespan of the Product(s) will be considerably less than if the Product(s) were purchased brand new.

**Where the Buyer is a business.**

12.2 If the Buyer is a business, the Seller warrants that on delivery, and for a period of 12 months from the date of delivery, the Product(s) shall:

- a. conform in all material respects with their description and any relevant specification;
- b. be free from material defects in design, material and workmanship;
- c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and taking into consideration that the Product(s) are second hand); and
- d. be fit for any purpose held out by the Seller.

12.3 Subject to article 12.4, if:

- a. the Buyer gives the Seller notice in writing during the warranty period within reasonable time of discovery that the Product(s) do not comply with the warranty set out in article 12.2;
- b. the Seller is given reasonable opportunity of examining the Product(s); and
- c. the Buyer returns the Product(s) to the Seller at the Seller's cost,

the Seller shall, at its option, repair or replace the defective Product(s), or refund the price of the defective Product(s) in full.

12.4 The Seller will not be liable for the Product(s) failure to comply with the warranty in article 12.2 if:

- a. the Buyer makes any further use of the Product(s) after giving notice in accordance with article 12.3.a;
- b. the defect arises because the Buyer failed to follow the Seller's written instructions as to the storage, installation, use or maintenance of the Product(s) or (if there are none) good trade practice;
- c. the Buyer alters or repairs the Product(s) without the Seller's written consent; or
- d. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

12.5 Except as provided in clauses 12.2 to 12.4, the Seller shall have no liability to the Buyer (who is a business) in respect of a Product's failure to comply with the warranty set out in article 12.2.

**12.6** These terms shall apply to any repaired or replacement Product(s) supplied by the Seller under article 12.3

**Article 13. Commercial warranty and after-sales service offered by Sellers**

13.1 Each Seller shall provide the Buyer (where the Buyer is a consumer) a commercial warranty and/or after-sales service, in addition to paid insurance for breakage and theft according to article 14 below and intervention by JUNG S.A.S. according to article 15.2 below. In such case, the Seller shall indicate on their Seller File as such and the Buyer will be informed of the written contract for commercial warranty given by the Seller and/or the details of its after-sales service, by email, upon confirmation of the order by the Seller.

13.2 This commercial warranty shall be given by the Seller for free, for a period of 12 months and shall be valid in the United Kingdom only. Under the terms of the commercial warranty, the Seller undertakes to offer after-sales service according to more extensive quality criteria than those provided for in article 12. In this regard, the Buyer shall be exempt from providing proof of the existence of the compliance fault in the Product throughout the commercial warranty. In addition, the Seller undertakes to recover the non-compliant product within 24 hours by providing a return slip from the date the Seller received the required information from the Buyer. An option for exchange, repair or reimbursement is offered within five business days maximum from receipt of the Product(s) by the Seller. Any such warranty for the Product(s) does not cover physical damage, damage or failures which result from accident, misuse, abuse, neglect, mishandling, misapplication, faulty installation, improper maintenance, and improper voltage supply, interference from or with other electronic devices, alteration, improper modification, firmware flashing, bios flashing or service by anyone other than the Seller or an agent approved by the Seller.

**Article 14. Paid insurance for breakage and theft**

When making their purchase on the Platform, the Buyer may purchase insurance covering the breakage and theft of their Product(s). The terms and price of insurance depend on the price of the Product(s) and the options chosen by the Buyer, the latter is invited to read the general and particular terms and conditions of insurance which will be provided prior to their purchase, prior to payment of their order.

**Article 15. Claims**

17.1 **Complaints concerning a Product or Seller** are addressed directly to the Seller by the Buyer through their customer account, unless it is closed.

17.1.1 For a Buyer whose customer account is active: the Buyer undertakes only to communicate with the Seller through their customer account. The Buyer and the Seller may each track the complaint from their respective accounts.

17.1.2 For a Buyer whose customer account is closed: the Buyer addresses their complaint about a Product to [hello@backmarket.co.uk](mailto:hello@backmarket.co.uk) being sure to indicate the number and date of their order and JUNG S.A.S. is then responsible for sending the Buyer's complaint to the Seller and inversely, sending the Seller's response to the Buyer by email.

17.1.3 In any event, the Seller undertakes to respond to the Buyer's complaint within 24 hours. Where a complaint is made through the customer account, the Buyer and the Seller may each track its progress from their respective accounts. The Buyer is informed that the Seller is solely responsible for processing the complaint and for after-sales service for Products they sell on the Platform. However, JUNG S.A.S. may

intervene under the conditions of article 17.2 below, in the event that the Buyer encounters an issue with the Seller.

**17.2 Intervention by JUNG S.A.S.:** JUNG S.A.S. allows a Buyer who encounter an issue with a Seller to intervene when the following cumulative conditions are met: (i) the Buyer has an active current account, i.e. an account which has not been closed, (ii) the Buyer has made a complaint within the deadlines for the legal guarantees and via its customer account, (iii) the Seller has not provided a response (or a satisfactory response) to the Buyer within 24 hours following the complaint, and (iv) the Buyer's complaint relates to a compliance fault / hidden defect in the Product. If all of these conditions are met, the Buyer may seek intervention by JUNG S.A.S., which undertakes to act as arbitrator. In such case, depending on the purpose of the Buyer's complaint, JUNG S.A.S. requests that the Seller: (i) reimburse the price of the order or Product in dispute to the Buyer, (ii) resend a Product to the Buyer compliant with the ordered Product, (iii) offer a repair or replacement where the Product is not compliant, or (iv) give the Buyer a prepaid label to return the Product. The solution offered by JUNG S.A.S., if accepted by the Buyer, is imposed upon the Seller. In the absence of implementation of the solution offered by JUNG S.A.S. within five working days following notification to the Seller, JUNG S.A.S. undertakes to substitute the Seller. In the event that the solution offered by JUNG S.A.S. cannot be implemented (for example, if the Seller has been asked to repair the Product which the Buyer has returned to it and the Seller does not return the Product to JUNG S.A.S., etc.), JUNG S.A.S. will implement another suitable solution after accepting the Buyer's opinion.

#### **Article 16. Sellers' liability and limitations of liability**

##### **16.1 The Seller's responsibility for loss or damage suffered by the Buyer if they are a consumer**

**(a) The Seller is responsible to the Buyer for foreseeable loss and damage caused by them.** If the Seller fails to comply with these T&Cs of Sale, the Seller is responsible for loss or damage the Buyer suffers that is a foreseeable result of the Seller breaking this contract or the Seller failing to use reasonable care and skill, but the Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Seller and the Buyer knew it might happen, for example, if the Buyer discussed it with the Seller during the sales process as per article 10.

**(b) The Seller does not exclude or limit in any way its liability to the Buyer where it would be unlawful to do so.** This includes liability for death or personal injury caused by the Seller's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Buyer's legal rights in relation to the Product(s) including the right to receive Products which are: as described and match information the Seller provided to the Buyer and any sample or model seen or examined by the Buyer; of satisfactory quality (taking into consideration that Product(s) purchased on the Platform are second-hand and have been refurbished); fit for any particular purpose made known to the Seller; supplied with reasonable skill and care; and for defective Products under the Consumer Protection Act 1987.

**(c) The Seller is not liable for business losses.** If the Buyer is a consumer, the Seller only supplies the Product(s) for to the Buyer for domestic and private use. If the Buyer uses the Product(s) for any commercial, business or re-sale purpose, the Seller's liability to the Buyer will be limited as set out in article 16.2.

##### **16.2 The Seller's responsibility for loss or damage suffered by the Buyer if they are a business**

- (a) Nothing in these T&Cs of Sale shall limit or exclude the Seller's liability for:
- (i) death or personal injury caused by the Seller's negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (iv) defective Products under the Consumer Protection Act 1987; or
  - (v) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- (b) Except to the extent expressly stated in article 12.2 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- (c) Subject to article 16.2(a):
- (i) the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between the Seller and Buyer; and
  - (ii) the Seller's total liability to the Buyer for all other losses arising under or in connection with any contract between the Seller and Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by the Buyer for the Product(s) under such contract.

#### **Article 17. Personal Data and Cookies**

The Buyer's personal data is processed by JUNG S.A.S. and some is transferred to Sellers. In addition, JUNG S.A.S. uses cookies. The policies on personal data and cookies are described in the documents "[Protection of personal data](#)" and "[Cookies Policy](#)".

#### **Article 18. Applicable terms and conditions of sale**

The T&Cs of sale applicable to purchases made on the Platform from the various extensions of the website (backmarket.co.uk, backmarket.fr, backmarket.es, backmarket.it, backmarket.de, etc.) may be slightly different from each other, particularly due to the rules of the national law of the country of that website extension. As such, the T&Cs of sale for the backmarket.es website may slightly differ from those of the backmarket.co.uk website. In such case, the Buyer is bound by the T&Cs of sale of the website on which they made their order.

#### **Article 19. Applicable law, settlement of disputes and competent jurisdiction**

19.1 These T&Cs of Sale are subject to English law.

19.2 In the event of a dispute relative to the formation, conclusion, execution, interpretation or validity of the T&Cs of Sale or relations with a Seller, the Buyer and the Seller are invited to take all necessary diligence to find an amicable resolution to their dispute.

19.3 The Buyer (being a consumer) is informed that if they wish, they may freely refer to a consumer mediator for the amicable resolution of the dispute with the Seller. In this regard, the Buyer may freely use the online dispute settlement platform put in place by the European Commission, available at [https://ec.europa.eu/consumers/odr/main/index.cfm?event=main\\_home2\\_show&lng=FR](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main_home2_show&lng=FR).

19.4 If the Buyer does not wish to avail of mediation, if the mediation has not been successful, or in the event of failure of other measures that the Buyer may take in an

attempt to amicably resolve their dispute with the Seller, the Buyer may refer to the competent courts of the location in which they reside at the time of conclusion of the contract or occurrence of the damaging event, location of the Seller's registered address or the effective delivery location of the Product(s).

21.1 Where the Buyer is a business, any dispute or claim arising out of or in connection with a contract between the Buyer and the Seller or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.