

General terms and conditions of sale

Applicable as of 19/05/2023

Clause 1: Purpose and Scope

The present general terms of sale (GTS) constitute the basis of the commercial negotiation and are systematically sent or given to each buyer to enable him to place an order.

The general conditions of sale described below detail the rights and obligations of the company Renegade Bananas and its client in the context of the sale of services via contract or via an online platform.

Clause 2: Price

The prices of the services sold are those indicated on the contract or those in force on the day the order is placed on the online platform. Consequently, they will be increased by the VAT rate on the day of the order.

Renegade Bananas reserves the right to modify its prices at any time. However, it undertakes to invoice the services ordered at the prices indicated at the time of registration of the order.

Clause 3: Discounts and rebates

The proposed rates include discounts and rebates that Renegade Bananas may grant.

Clause 4: Discount

No discount will be granted for early payment.

Clause 5: Terms of payment

The payment of the services negotiated by contract is made :

- Via the Wise platform
- Via bank transfer

Transfer and exchange fees are at the customer's expense.

The payment of the orders can also be carried out via Stripe with the request of the customer, in this last case, an increase of our tariffs of 4% will be carried out.

All the rates displayed on our Ko-fi platform already include this surcharge.

Clause 6: Late payment

In the event of non-payment of all or part of the delivered services on the due date, the buyer must pay Renegade Bananas a late payment penalty equal to three times the legal interest rate.

The legal interest rate retained is the one in force on the day of the receipt of the invoice.

This penalty is calculated on the amount including VAT of the sum still due, and runs from the due date of the price without any prior notice of default being necessary.

If the buyer is a professional, late payment penalties, any sum, including the deposit, not paid on its due date will automatically result in the payment of a fixed penalty of 40 euros due for collection costs. (*Articles 441-10 and D. 441-5 of the Commercial Code*).

Clause 7: Right of withdrawal

You have a right of withdrawal of 14 days from the day after the conclusion of the contract or the purchase on an online platform.

This right is not applicable where:

- a service is performed before the end of the withdrawal period.
- a service is customized to your needs.
- a service that includes digital content provided on an intangible medium whose execution has begun with your consent and for which you have waived your right of withdrawal.

Clause 8: Retention of title clause

Renegade Bananas retains ownership of any product resulting from a service until full payment of the price, in principal and in accessories. In this regard, if the buyer is a professional and is subject to a receivership or liquidation, Renegade Bananas reserves the right to claim, as part of the collective proceedings, the goods sold and unpaid.

Clause 9: Protection of personal data

Renegade Bananas is committed to respecting the provisions of the current regulations regarding the protection of personal data. Personal data collected in the course of providing services will only be used for the purpose of providing the requested services and will be treated in accordance with Renegade Bananas' privacy policy.

Clause 10: Legal Guarantees

In case of lack of conformity or latent defect found in the services provided, individual customers benefit from the legal guarantees provided by the Consumer Code. Renegade Bananas undertakes to remedy free of charge any lack of conformity or latent defects found by the individual client, in accordance with the conditions provided by law.

Clause 11: Mediation

In the event of a dispute with an individual client, Renegade Bananas informs the individual client of the possibility to resort to a consumer mediation procedure in accordance with the provisions of the Consumer Code.

Mediator Contact Information:

The Center of the Mediation of the Consumption of Conciliators of Justice. Address

: 49 Rue de Ponthieu, 75008 Paris

Email : cm2c@cm2c.net

Phone : 01 89 47 00 14

Clause 12: Force majeure

The responsibility of Renegade Bananas cannot be implemented if the non-execution or delay in the execution of one of its obligations described in these general sales conditions results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event as defined in Article 1148 of the Civil Code.

Clause 13: Jurisdiction

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law.

In the absence of amicable resolution, the dispute will be brought before the Commercial Court of Poitiers.