

Terms and conditions of sale

RC TECHNOLOGY is a limited liability company with a capital of 10,000 DHS, registered in the Casablanca Trade Register under number 607027, whose registered office is located at : 265 Boulevard Zerktouni 9th floor N 92 Casablanca, Morocco (hereinafter referred to as "RC TECHNOLOGY"), whose main activity is the creation, animation, management and operation of an intermediation platform in transactions for the sale of items.

These General Terms and Conditions of Sale (hereinafter the "GTCS") apply in addition to the General Terms and Conditions of Use ("GTCU") in which the capitalized terms used in these GTCS are defined.

The GTC apply to all sales of products made on the Platform between the Seller and the Buyer from the Retrochic application or the <https://retrochic.ma> website.

They are accepted by the Buyer during the ordering process by ticking a box.

The Buyer acknowledges having the capacity required to contract and acquire the products offered on the Platform. The Buyer accepts that the information requested for the conclusion of the contract or that sent during its execution be transmitted electronically.

RC TECHNOLOGY may not be the seller of the Products purchased through the Service, therefore the Seller, whose reference is indicated on the description sheet of each Product, shall be the Buyer's co-contractor for the purchase of said Products.

The Products sold on the Marketplace are new, reconditioned to new or second-hand products offered at a fixed price or on acceptance of an offer by the Seller.

These GTC may be modified at any time and without prior notice, in which case the modifications will apply to all subsequent orders. The applicable GTCS are those in force on the date the order is placed.

1- Purpose:

These General Terms and Conditions of Sale ("GTCS"), which apply in addition to the General Terms and Conditions of Use ("GTCU"), set out the contractual terms and conditions applicable to any Transaction made by a User, whether or not logged into his/her Customer Account on the Marketplace.

The Marketplace is a technological platform for bringing together sellers and buyers of items.

RC TECHNOLOGY manages the application that facilitates contact between the User, the Merchant and/or the Seller. The User and the Seller acknowledge that these Terms and Conditions meet the conditions of validity and enforceability of a contract concluded, transmitted and stored in electronic form.

2- Conclusion of the Sales Contract:

The Buyer accepts the use of e-mail or the Platform to send the information requested for the conclusion of the contract or sent during its performance.

The various steps to be followed to conclude the contract are as follows:

- Creating a customer account on the application;
- Selection of products in the basket;
- Confirmation of the order;
- Checking the order and correcting any errors;
- Confirmation of the order;
- Payment of the order if payment by credit card has been selected;

The Products are presented on the application with a description enabling the Buyer to know their essential characteristics and their price.

The Buyer selects the Product(s) they wish to purchase.

He/she confirms his/her choice of Product(s) and accepts these GTC by clicking on "Confirm" when registering.

The Buyer has the opportunity to check the details of his/her order, in particular its total price, and to correct any errors before confirming it to express his/her final acceptance.

The Buyer will receive an email confirming that his/her order has been taken into account. However, the sales contract concluded between the Buyer and the Seller is subject to the resolutive condition that the Product is available.

The order is automatically cancelled if it is impossible to debit the Buyer or if the Seller fails to accept or deliver the order.

3- Orders and their validation

Orders can only be placed on the platform. We do not process orders placed by e-mail, letter, etc.

If you place an order at weekends or on public holidays, your order will be processed on the next working day.

Before placing an order, the Buyer has the opportunity to change the information provided, including delivery and billing or payment information. They may also modify their order by adding or removing items from their basket.

If the chosen method of payment is by bank card, the Customer's order will only be placed once the Customer has entered his/her bank card number.

In all cases, the online entry of the Customer's bank card number and the final validation of the order constitute proof of the order.

Payment must be made for all the items mentioned on the order form. This validation constitutes a signature and express acceptance of all operations carried out on the site.

Final validation of the order takes place once payment has been confirmed. Once the customer has placed their order, they will receive a confirmation e-mail summarizing their order and the delivery address.

The sales contract is concluded under the suspensive condition of acceptance of the order and delivery of the order by the Seller. The Seller undertakes to accept the order within a period defined by the Marketplace. If the order is not accepted within 5 working days, it will be cancelled, and the Buyer must be informed by e-mail of this cancellation.

The order is definitively confirmed and becomes irrevocable once payment has been confirmed.

The order form is recorded on the Platform's computer registers in accordance with the provisions of Dahir No. 1-09-15 of 22 Safar 1430 (18 February 2009) promulgating Law No. 09-08 on the protection of individuals with regard to the processing of personal data, the order form may be retained and reproduced by the Customer.

In accordance with the provisions of Dahir n° 1-07-129 of 19 kaada 1428 (30 November 2007) promulgating law n° 53-05 relating to the electronic exchange of legal data, the latter must be kept in a reliable and durable manner as proof of the contractual relations between the Parties.

Any abnormal order or order placed in bad faith, any fraud or attempted fraud, any payment incident may result in the deletion and/or deactivation of the account of the Buyer concerned and/or the refusal of the order.

A summary of the Customer's order information and these General Terms and Conditions will be sent to the Customer via the order confirmation e-mail address.

The Buyer must confirm receipt of each Product ordered.

In the event of an error in the order, the Customer may contact Customer Services at contact@retrochic.ma. It is not possible for customer services or the Customer to cancel a completed order if the order has been packed, dispatched or the Products handed over to the delivery person.

We will only accept your order if your payment details are correct, and we have no reason to believe that you are in breach of our terms and conditions. We reserve the right to cancel your order, without being liable to pay compensation or other charges, in the following circumstances:

- If your payment details are incorrect or cannot be verified
- In the event of an error on the platform, such as a payment error, etc.

- If the seller is unable to deliver these products or cannot be reached on one of these transmitted communication channels
- If the Buyer cannot be reached on one of the communication channels transmitted.
- If the Buyer's or Seller's details are incorrect
- If we have reason to believe that you are under 18 years of age or that your order has been placed with the intention of committing fraud, etc. or is related to a criminal offence or other illegal activities.

4- Prices and payment

All prices are quoted in Moroccan Dirham and include VAT and other taxes/duties. The applicable price is the one indicated on our platform for the item concerned on the date of the order. Your payment will be debited once your bank details have been verified if payment by credit card is selected.

All prices shown on the application for items, delivery and other costs include VAT and other taxes/duties. Delivery, freight and postage costs may vary for each order. Delivery charges will be shown on a separate line in your shopping basket and on the invoice page, as part of the total payment amount.

The total price of your order, including shipping charges and taxes/fees if paying by credit card, will be calculated before you finalize your order.

RC TECHNOLOGY may offer free delivery for orders over a certain amount.

In case the delivery is made by an independent deliverer, these fees are defined by this deliverer in accordance with the General Conditions of the deliverers. RC TECHNOLOGY shall not be held responsible in case of wrong prices transmitted by the seller or by the deliverer. RC TECHNOLOGY will not be responsible for the payment of VAT due by any seller, the latter being responsible for making the corresponding settlements with the tax authorities.

Please note that credit card payments are restricted to Moroccan cards only.
Prices are subject to change at any time by the Seller.

In the event of an error in the price mentioned, the Seller shall inform the Customer or RC TECHNOLOGY as soon as possible and reserves the right to cancel the order.

The products remain the property of the Seller until full payment of the price and receipt of the product by the Buyer.

The fact of validating the order implies for the Customer the obligation to pay the indicated price.

The price is payable in cash, in full, on the day the order is placed. The methods of payment accepted are listed at the time of payment. (Credit card or cash on delivery).

The Vendor reserves the right, in the event of a payment incident or failure to comply with the payment conditions set out above, to suspend or cancel the delivery of current orders placed by the Buyer. The Buyer may never, on the grounds of a complaint made by him/her, withhold all or part of the sums owed by him/her, or operate a set-off.

In the case of payment by bank card, the order will not be activated until payment has been received. The Buyer is informed by means of a notification enabling him/her to monitor his/her order.

The Buyer pays for the Product by the method of payment proposed at the time of final validation of the order on the payment page.

5- Delivery

RC TECHNOLOGY acts only as an intermediary between Buyers and Sellers. Under no circumstances shall

RC TECHNOLOGY be responsible for the delivery or the quality of the Products to the User who places the order. This responsibility lies entirely with the Seller and/or the delivery service.

At the time of delivery, the User is advised to check the conformity of his/her order and to inform the delivery person of any observations if the item(s) does not conform.

However, please note that delivery may take up to 10 days from the time the seller dispatches the product.

6- Right of withdrawal

In accordance with the provisions of Article 36 et seq. of Dahir No. 1-11-03 of 14 Rabii I 1432 (18 February 2011) promulgating Law No. 31-08 enacting consumer protection measures, the Buyer has a withdrawal period of seven (7) days from receipt of his/her products to exercise his/her right of withdrawal without having to justify his/her reasons or pay any penalty.

The Buyer shall exercise his/her right of withdrawal directly with Customer Services at the following e-mail address: contact@retrochic.ma. The Buyer must return the Products to the address indicated by customer service.

Returns must be made in their original condition and complete (packaging, accessories, instructions).

In this case, the Buyer is liable. Any damage suffered by the product on this occasion may be such as to defeat the right of withdrawal.

The cost of returning the product shall be borne by the Customer/Purchaser.

If the right of withdrawal is exercised, and in accordance with Article 37 of Law 31-08, the Seller undertakes to reimburse the sums paid within fifteen (15) days of notification of the request, using the same means of payment as that used for the order.

Notwithstanding the above, the Right of Withdrawal does not apply to :

- Customized or made-to-measure products.
- Products that have been installed.
- Products that deteriorate or perish quickly.

Returning faulty and incorrect items

If the item you have received is faulty or incorrect, please contact our customer service team immediately using the details provided in section 17. We will then issue a refund or exchange.

With regard to the return of an item in this particular circumstance, the return must be made exclusively in the presence of the delivery person at the time of the initial delivery. We strongly encourage the user to document the delivery by taking a photograph of the parcel at the time of receipt, and we also advise the seller to do the same prior to dispatch.

The transaction is considered to have been completed once the delivery driver has left the premises. The user can only return the item if the return is made in the presence of the delivery person at the time of the initial delivery.

Please note that RC TECHNOLOGY reserves the right to reject claims for items that have not been processed correctly and in accordance with the instructions. Designs with sewn-in parts such as sequins, beads, studs and buttons must be treated with the utmost care, including knitted and silk items. This information can be found on the item's label at the time of purchase. Please do not hesitate to contact us if you have any questions.

Please note that it will not be possible to return an item without the delivery person being present at the time of initial delivery. The fit, size, material, colour or quality of the item cannot be considered as grounds for return in this circumstance.

However, an exception applies if the user subscribes to a specific authentication verification request. In this context, the user has a period of 5 days from receipt of the parcel to express any doubts about the authenticity of the product.

In the specific context of authentication verification, if, during the 5 days following receipt of the parcel, the User disputes the authenticity of the product, he/she must contact our customer service department to report the dispute. If it is established that the product is not genuine, the User will be refunded the full amount of the item, and no return costs will be charged, once the product has been returned to the Seller. It is imperative that the dispute is resolved in coordination with our customer support, the Buyer and the Seller to ensure a fair and correct procedure.

Please note that if the User does not come forward within 5 days of receiving the parcel to dispute the authenticity of the product, the order will be considered completed and the User will no longer be able to open a dispute on this subject after this period.

For delivered orders, if cancelled by the buyer due to the right to retract and payment was made via credit card, the buyer incurs fees equivalent to the delivery price plus product insurance, while the seller does not incur any fees. Similarly, if cancelled by the buyer due to the right to retract but payment was made in cash, the buyer still bears fees equal to the delivery price plus product insurance, with no fees imposed on the seller. Furthermore, in cases where the buyer cancels due to receiving an incorrect product, whether payment was made through credit card or cash, the buyer is responsible for fees comprising the delivery price plus product insurance, with no fees levied on the seller.

Those conditions are also applicable:

- When an order is in progress and is canceled by the seller, and the buyer pays via credit card, there are no fees for either party.
- Similarly, if the order is in progress and canceled by the buyer, and payment is made through credit card, no fees apply to either the buyer or the seller.
- In the case of an in-progress order canceled by the seller and paid for with cash, no fees are incurred by either party.
- Likewise, if the order is in progress, canceled by the buyer, and cash is used for payment, there are no associated fees for either the buyer or the seller.
- When information is gathered from the seller and the buyer pays with a credit card, the buyer incurs no fees, while the seller's fees include the delivery price and product insurance.
- Conversely, if the information is gathered from the seller and the buyer pays via credit card, the buyer's fees include the delivery price and product insurance, with no fees for the seller.
- In cases where information is gathered from the seller and cash is used for payment, the buyer does not incur any fees, while the seller's fees include the delivery price and product insurance.
- Finally, if information is gathered from the seller and payment is made with cash, there are no fees for the buyer, and the seller's fees consist of the delivery price and product insurance.

You can always contact RC TECHNOLOGY to organize a return.

7- Rating

RC TECHNOLOGY has set up a rating system allowing users to rate and comment. The services can be evaluated in this way. Legal action may be taken in the event of offensive, defamatory, slanderous and/or misleading comments.

8- Assignment

RC TECHNOLOGY is entitled to transfer all or part of its contract with you to subsidiaries of the group or to third parties. The quality of the service you receive will not be affected by the assignment. By accepting these general terms and conditions, you consent to these future transfers.

9- Right of complaint

If you have a problem with your items, or if the items are faulty, please contact contact@retrochic.ma. Any errors or defects in the items received must be claimed directly from RC TECHNOLOGY within a reasonable time after such errors or defects have been or should have been discovered (section 12.)

10- Responsibility

The products offered comply with current Moroccan legislation.

RC TECHNOLOGY shall not be held liable in the event of non-compliance with the legislation of the country where the product is delivered. It is up to the Buyer to check with local authorities the possibilities of import or use of products or services you plan to order.

Moreover, RC TECHNOLOGY shall not be held liable for any damage resulting from improper use of the purchased product.

Finally, RC TECHNOLOGY cannot be held responsible for any inconvenience or damage inherent to the use of the Internet network, in particular a break in service, external intrusion, or the presence of computer viruses.

11- Force Majeure

RC TECHNOLOGY cannot be held liable if the non-execution or the delay in the execution of one of its obligations described herein results from a case of force majeure or in the event of a delay justified by a serious reason.

Force majeure refers to any act or event that is unforeseeable, irresistible and beyond the control of the parties. The persistence of an event of force majeure for a period of sixty (60) days will result in the cancellation of the transport and delivery service without compensation.

12- Disputes

In case of dispute between the Buyer and the Seller concerning a product return, whatever the reason, RC TECHNOLOGY first encourages the parties to seek an amicable solution. To this end, RC TECHNOLOGY proposes the following steps for resolving disputes:

Internal mediation: Prior to any legal action, the Buyer and the Seller are invited to participate in an internal mediation organized by RC TECHNOLOGY. This mediation will be conducted by a

mediator appointed by RC TECHNOLOGY, who will endeavor to facilitate a mutually acceptable resolution of the dispute.

Retention of funds: During the mediation period, the funds corresponding to the disputed transaction will be retained by RC TECHNOLOGY as a trusted third party until a resolution is found, either by mediation or by mutual agreement between the Buyer and the Seller.

Recourse to legal proceedings: If mediation fails to produce an agreement within 30 days of its commencement, the Buyer or the Seller may then choose to bring the matter before the competent court. RC TECHNOLOGY will release the funds in accordance with the final court decision.

Limitation of liability: RC TECHNOLOGY acts as a facilitator in the resolution of disputes and cannot be held responsible for the outcome of mediation or legal proceedings. RC TECHNOLOGY's responsibility regarding the management of products in dispute is limited to the actions described in this clause.

12.1 Reservations with the carrier

In the event of transport damage or missing goods (where the package is obviously damaged), the Buyer shall be required to (i) make any precise and reasoned reservations (i) upon receipt on the waybill in the presence of the carrier or (ii) within three (3) days of delivery by registered letter with acknowledgement of receipt addressed to the carrier.

The Buyer must also send a copy of these reservations to the Seller using the messaging tool provided. If no reservations are made within the time limit set, the goods will be deemed to have been received in good condition.

12.2 Damaged or non-compliant Products

Within 30 days of the dispatch of any Product, any Buyer may report any complaint concerning the Products ordered in his/her account, according to the following criteria:

- Product not received: the Product has not been received by the Buyer.
- Product not in conformity: the Product received does not correspond to the Product ordered.
- Damaged Product: The Product received is broken or damaged.

13- Subcontracting

RC TECHNOLOGY is free to subcontract all or part of the services as long as this is done in the exclusive interest of the Customer.

14- Personal Data

This article supplements the stipulations relating to personal data contained in the GCU.

In accordance with the regulations on the protection of personal data, the User is hereby informed that RC TECHNOLOGY, as the data controller, processes personal data.

The information requested when accessing the Service is necessary and compulsory.

The site ensures that the User's personal information is processed with respect for privacy in accordance with Law No. 09-08 on the protection of individuals with regard to the processing of personal data promulgated by Dahir No. 1-09-15 of 22 Safar 1430 (18 February 2009).

The declaration for data processing was filed by RC TECHNOLOGY with the National Commission for the Supervision of Personal Data Protection (the "CNDP") on 07/03/2024 under the number D-216/2024. Receipt of filing N°T-HB-91/2024.

Under Articles 5, 7, 8 and Law No. 09-08, the User has a right to information, a right of access, rectification and opposition on his personal data.

The User has the possibility to exercise these rights directly with RC TECHNOLOGY by e-mail at the following address: contact@retrochic.ma or by post at the following address: 265 Boulevard Zerktouni 9e étage N 92 Casablanca, Maroc.

To this end, RC TECHNOLOGY undertakes:

- To take all necessary precautions to preserve the security, integrity and confidentiality of all the User's personal data;
- To use it solely for the performance of its obligations hereunder.
- Not to keep it beyond the period necessary for the performance of its services.

Personal data is stored in a datacenter located in Morocco, Spain, France and that are certified and authorized to store information.

15- Partial nullity

If one or more stipulations of these GCS are held to be invalid or declared as such in application of a law, regulation or final decision of a competent court, the other stipulations will retain all their force and scope.

16- Applicable law

These general terms and conditions are subject to Moroccan law. Any dispute relating to their interpretation and/or performance shall be subject to Moroccan jurisdiction.

17- Contact Information

If you have any questions, concerns or need assistance, please contact our customer service department at the following address:

Email: contact@retrochic.ma