



1. PREREQUISITE

- To benefit from the services provided by ARMOR PRINT SOLUTIONS SAS (hereinafter named "**ARMOR**") for the collection of Empty Cartridges (as defined in section 2 below) in the context of the OWA offer, customers who have purchased OWA products must open an OWA customer account either by email to collect@owa-collect.com or online on the www.owa-collect.com website or via www.armor-owa.com, providing full contact details. The creation of this account is to be validated by ARMOR via email within a maximum of 72 hours providing a login and a link enabling the customer to select its own password to connect to its OWA customer account. Customer alone is responsible for its personal login data, the confidentiality of which he is to ensure.
- By creating an OWA account and / or activating it for the first time, the customer undertakes to respect these general conditions of collection. They can be modified at any time by ARMOR without notice.

2. COLLECTION OF EMPTY CARTRIDGES

- The collection service applies to empty used inkjet and laser cartridges with the printer's original brand from Original Equipment Manufacturers (OEMs) and compatible empty used inkjet and laser cartridges which have been re-manufactured with priority given principally to the OWA brand (hereinafter jointly referred to as the "**Empty Cartridges**") excluding any other waste materials (in particular copier containers, fax ribbons, printers, bottles, batteries, lightbulbs etc. hereinafter jointly referred to as "**Waste Materials**")
- In the event of the collection of significant quantities of Waste Materials or Empty Cartridges which are not of the OWA brand or are not empty cartridges from OEMs, ARMOR reserves the right to temporarily or definitively stop OWA services providing prior information to the customer or the partner without compensation or recourse, and for Waste Materials, re-invoicing customer for the cost of handling on the basis of 20 Euros excluding tax per kilo of Waste Materials collected.
- ARMOR arranges collection when the collection box is full, that is to say when it contains some **15/20 Empty Laser Cartridges** (depending on the type of cartridge).
- **The collection point for deposits of empty boxes and the collection of full boxes is to be the same for a single collection point specified for a site** (reception area or reception desk). It is the customer's responsibility to centralise collection at the specified collection point.
- Collection is carried out by ARMOR or by any service provider hired for this purpose.

3. PACKING EMPTY CARTRIDGES AND COLLECTION MATERIAL

- Empty Cartridges are to be packed in such a way that they will not be damaged during transport or handling. To ensure this, collection boxes are supplied by ARMOR. It is also important to place the Empty Cartridges into the deflated airbag for the replacement cartridges.
- Collection material will remain the exclusive property of ARMOR. ARMOR may require customer to return collection material at any time.
- In using the collection material supplied by ARMOR, customer undertakes to collect Empty Cartridges and return them in full, **exclusively** to ARMOR. Failing this, ARMOR reserves the right to request that customer returns collection material immediately and at its own cost and to cease OWA services without prior notice either temporarily or definitively and without compensation or appeal by the customer.

- Collection boxes are to be placed at strategic points on the customer's premises to ensure that all persons who need to deposit Empty Cartridges are able to do so.

4. REQUESTS FOR COLLECTION

- To enable your Empty Cartridge collection requests to be facilitated and for faster handling, we would advise you **to carry out the procedures via our on-line service at www.owa-collect.com**. Failing this you may contact our collection service by email at collect@owa-collect.com.
- To make a request for collection it is **essential** that boxes be:
 - Full (**containing around 15 to 20 Empty Laser Cartridges depending on the type of cartridge**)
 - Identified with the **collection label** (which will have been sent in the confirmation email or downloaded on the on-line service upon requesting collection) on the appropriate area of the box
 - Solidly and carefully closed
 - Do not contain any Waste Materials (bottles, batteries, lightbulbs etc.)
- A collection label is essential for identifying boxes for later drawing up personalised material statements.
- As from confirmation of collection by email, request for collection will be handled within a maximum time limit of 72 hours on working days, except for the Paris/Ile-de-France area, in Spain and in Italy where the time limit may be as long as 20 working days.

5. COLLECTION OF FULL BOXES BY THE COURIER

- It is essential that the collection appointment that has been set be complied with and that the Empty Cartridges have been made available for the collection date.
- Boxes are to be ready upon the arrival of the courier and be at the place indicated at the time of confirming collection by email.
REMINDER: The collection point for deposits of empty boxes and the removal of full boxes is to be the same for any single point of collection specified for a site (reception area or reception desk). It is the customer's responsibility to centralise collection at the collection point specified.
- Our courier is authorised to take only closed and taped boxes, and has the right to refuse any which they deem to be non-compliant to this specification. Any provision of plastic bags or unpacked cartridges will be automatically refused.
- Each visit to your site will be invoiced by the courier even where the collection has not been completed; **we shall be obliged to charge you the cost where visits do not enable Empty Cartridges to be collected for any reason whatsoever on the basis of a fixed overall fee of 50 Euros excluding tax.**
- **The courier is not authorised to enter offices or other floors to collect boxes**, except for the Ile de France region as we have our own transport.
- The external courier and our company courier are both authorised to:
 - Refuse collection in cases where it does not comply with the points set out above.
 - Refuse any handling other than loading boxes onto their vehicle.
 - Refuse any extended wait of several minutes – boxes are to be made available following receipt of our confirmation by email.
- Our collections service is available throughout mainland France and in Corsica, as well as in Belgium, the United Kingdom, Germany, Italy, Czech Republic, Spain and the Netherlands.

6. CLAIMS

- Please send any claims by message under the "contact us" heading in the OWA customers' space of our website.

7. MATERIAL REPORT

- As part of the OWA services, ARMOR is committed to not landfill, landfill or incineration without energy recovery, and ensures a 100% ecological and 100% recycling.
- Two months following the collection of Empty Cartridges, customer who has purchased and used OWA products may edit its material report for the period chosen via its online OWA customer collection account.
- A material report cannot be offered to customer unless the collection label has been correctly stuck to each collection box.
- The OWA solution: 0% landfill, 0% waste, 0% incineration without energy recuperation.

8. FINANCIAL ARRANGEMENTS

- OWA services are not subject to specific invoicing for customer having purchased OWA products, except special or additional request not accessible via the OWA extranet particularly relating to material report.

9. MISCELLANEOUS

- All names, titles, logos and domain names used by ARMOR in the framework of OWA services provided to customers are subject to reservations and intellectual property rights in France and in some foreign countries.
- Our personal data protection Policy is made available on the website and on request.
- In the event of a dispute that arises as a result of or in connection with these collection conditions, ARMOR and the customer undertake to seek as a priority an amicable settlement of this dispute with the support of ARMOR's internal mediator (mediateur@armor-group.com). The mediator undertakes to answer within 10 days. If this step to reach an amicable settlement should fail within a 30 days period after an initial written invitation to meet from the most diligent party, The courts of Nantes will be sole competent, even in the event of plurality of defendants, additional claim or claim for contribution from a third party.
- The law applicable is French law.
- ARMOR and the client expressly agree to set aside statutory hardship provisions set out in article 1195 of the French Civil code. ARMOR and the client agree to negotiate alternative contractual terms which reasonably allow to overcome the consequences of any event which has rendered performance of contractual duties excessively onerous for ARMOR, is beyond its reasonable control, had not been taken into account at the time of the conclusion of the service, and could not reasonably have been avoided or overcome. If negotiation should fail within a 30 days period, ARMOR will be entitled to terminate the service automatically, without notice or compensation.
- In case a force majeure event occurs as set out in article 1218 of the French Civil code and case law, ARMOR shall be relieved from its duty to perform its obligations under the service and from any liability in damages or from any other contractual remedy. ARMOR will give notice to the client within best delays. Where the duration of the situation lasts more than 30 days, ARMOR will be entitled to terminate the service automatically, without notice or compensation.