

GUIDE TO THE RULES APPLICABLE TO SECOND-HAND OR REFURBISHED
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In order to make the Seller aware of the need to preserve the customer experience on Cdiscount Marketplace, the purpose of this guide is to explain the conditions under which second-hand and/or refurbished products may be offered for sale on www.cddiscount.com.

As stipulated in article 4.1 of the General Conditions for Making Available the Cdiscount Marketplace ('GCMA'), the Seller undertakes to comply strictly with the obligations contained in this guide, which is available and can be consulted at any time on the Seller's Space.

Unless otherwise defined herein, all terms beginning with a capital letter have the meaning given to them in the GCMA.

Préambule

By way of introduction, it should be noted that a product that qualifies as " *Refurbished* " is a non-new product which, unlike a second-hand product sold "as is", meets the following legal conditions (*article R. 122-4 of the French Consumer Code*):

- The product must undergo tests on all its functionalities in order to establish that it meets the legal safety obligations and the use that the consumer can legitimately expect;
- If necessary, the product must undergo one or more interventions to restore its functionality. This necessarily includes the deletion of all data recorded or retained in connection with a previous user.

Therefore, the publication of an offer by the Seller of a Product in a "*Refurbished*" state implies acceptance of these rules.

Non-new products falling under the product categories listed in Appendix 1 below must necessarily be offered for sale in "*Refurbished*" condition. The Seller is therefore prohibited from selling products in these categories in "*Used*" condition.

Failure to comply with these rules will result in the withdrawal of the concerned offers and/or the application of the penalties set out in article 12 of the GCMAD, in a manner proportionate to the breaches observed.

1. Seller's obligations on refurbished products

Prior to any online offers of Refurbished Product, the Seller ensure directly or through a third party, that the following obligations are met.

a) Essential checks

The Seller ensures, directly or through a third party, that the product:

- has been tested and is 100% functional: if necessary, all functionalities must therefore be restored during reconditioning;
- clean (e.g. no engraving, stickers, protective accessories...) and in an excellent state of hygiene;

- has the required accessories as defined in point (c) if applicable;
- is repacked;
- does not present any safety risk and complies with the regulations applicable to the product; and
- does not infringe any intellectual property rights.

b) Checkpoints

Each Seller undertakes to carry out at least the following 22 checkpoints when applicable, in order to ensure their correct operation:

1. Functionality of the product, in particular the buttons and/or keys	2. Reset according to factory data (no personal data, geolocation, account data, etc.)
3. Unlocking any operator ⁽¹⁾	4. Proximity sensor
5. Networks: Wifi/ Bluetooth/ 3G/ 4G Tel Network	6. Oxidation ⁽²⁾
7. Screen (with no dead pixels)	8. Jack socket
9. Microphone and speakers	10. Touch ID
11. SIM card reader	12. Flash
13. Cameras	14. IMEI Code ⁽³⁾
15. Battery ⁽⁴⁾	16. Connectors
17. Graphic card	18. Fan
19. Hard disk	20. Touchpad
21. Keyboard (operation & backlight)	22. Power supply ⁽⁵⁾

⁽¹⁾ The Seller undertakes to check the compatibility of the product, in particular smartphones and tablets, with all French frequencies or, in the case of sales abroad, with the frequencies of the country of delivery concerned.

⁽²⁾ The Seller undertakes in particular to ensure that the oxidation pads are checked and replaced if the product has been opened.

⁽³⁾ The Seller undertakes to check that the product's IMEI code is not blocked. In addition, the characteristics of the IMEI code must correspond strictly to the characteristics of the product offered for sale on Cdiscount Marketplace.

⁽⁴⁾ The Seller undertakes to ensure that the battery capacity of the product offered for sale reaches at least 85% of its nominal capacity. If the battery does not reach this minimum capacity, it will have to be replaced by another battery whose capacity respects the minimum required.

⁽⁵⁾ The seller undertakes to check the compatibility of the product, where it is equipped with an electrical socket, with the French electrical supply installations, or in the case of sales abroad, with the electrical supply installations of the country of delivery concerned, and if necessary to provide an appropriate electrical adapter device that complies with safety requirements.

All control points and test results must be communicated at any time to Cdiscount or to the Purchaser on request.

Cdiscount reserves the right to carry out orders on an ad hoc and random basis in order to check that the Seller is complying with all the obligations mentioned above, which the Seller expressly acknowledges.

Cdiscount will inform the Seller of any shortcomings or will return the product if no specific comments are made.

c) Required accessories

The accessories are either original or compatible with the product.

The power supply and/or charging cable is compulsory when selling a product that needs to be charged in order to function (smartphone, MP3/MP4, tablet, connected watch, Bluetooth headset etc).

The provision of headphones is not mandatory for the sale of a smartphone. However, if the Seller wishes to provide headphones with the product, he could mention this provision in the comment of his offer.

2. Seller's obligation about products' presentation

When submitting his offer, the Seller must ensure that he chooses the sub-state that corresponds to the aesthetic appearance of his product. To this end, the Seller must refer to the descriptions in the Guide of Second-Hand or Refurbished for Buyers, which is directly accessible on the Cdiscount website via this [link](#).

In accordance with Articles R. 122-5 and R. 122-6 of the French Consumer Code, in order to prevent the consumer from being misled about the characteristics of a refurbished product

- It is forbidden to use the terms "*new*", "*as new*", or any equivalent term for a refurbished product;
- the use of the words "*Refurbished in France*" is reserved for reconditioned products for which the testing and reconditioning operations have been carried out entirely on French territory.

3. Guarantees related to the products

The Seller remains liable to the Buyer for the legal guarantee of conformity ("*garantie légale de conformité*") (Articles L.217-3 and following of the French Consumer Code) and the warranty against hidden defects ("*garantie des vices cachés*") (article 1641 of the French Civil Code).

The legal guarantee of conformity has a duration of two (2) years from the delivery of the product, whether for new, second-hand or refurbished products.

It establishes a presumption in favor of the Buyer of the existence of the non-conformity at the delivery of the product.

This presumption has a duration of:

- **For used or refurbished products purchased before January 1st, 2022:** 6 months from the delivery of the product. After this period, the Buyer must provide the evidence that the non-conformity existed at the time of delivery of the product.

- **For used or refurbished products purchased after January 1st, 2022:** 12 months from the delivery of the product. After this period, the Buyer must provide the evidence that the non-conformity existed at the time of delivery of the product.

This presumption shall not restrict the Seller from offering an additional commercial warranty, provided that this additional commercial warranty will be more advantageous for the Buyer than the "*garantie légale de conformité*".

N.B.: In case of transfer of ownership of the product between consumers (sale or donation), the sub-purchaser also benefits from the "*garantie légale de conformité*" attached to the product.

Annex 1

**Product categories for which non-new products must be offered for sale in ‘Refurbished’ condition
(excluding ‘second hand’ condition)**

Category Level 1	Category Level 2
HOME APPLIANCES	BEAUTY – WELL-BEING
HOME APPLIANCES	HAIR
HOME APPLIANCES	FLOOR & HOME MAINTENANCE
HOME APPLIANCES	NAILS
HOME APPLIANCES	BREAKFAST - COFFEE
HOME APPLIANCES	COOKING
HOME APPLIANCES	HEALTH - HYGIENE
HOME APPLIANCES	SERVING – CONSERVATION
HOME APPLIANCES	COLD
HOME APPLIANCES	LARGE COOKING APPLIANCE
HOME APPLIANCES	WASHING-DRYING
COMPUTER PRODUCTS	COMPONENT – SPARE PARTS
COMPUTER PRODUCTS	SCREEN – SPEAKER
COMPUTER PRODUCTS	DESKTOP COMPUTER
COMPUTER PRODUCTS	LAPTOP - NETBOOK
COMPUTER PRODUCTS	TABLET
COMPUTER PRODUCTS	MOUSE-KEYBOARDS-WEB CAMS
COMPUTER PRODUCTS	PC PERIPHERALS
VIDEO GAMES	CONSOLE & GAME ACCESSORIES
VIDEO GAMES	VIDEO GAMES ACCESSORIES – CONSOLE ACCESSORIES
VIDEO GAMES	CONSOLES
PHONES – GPS	PHONE ACCESSORIES
PHONES – GPS	SMART WATCH
PHONES – GPS	SMARTPHONE – MOBILE PHONE
TV - VIDEO - SOUND	AMPLIFIER - SPEAKERS
TV - VIDEO - SOUND	HEADPHONES – MICROPHONE - DICTAPHONE
TV - VIDEO - SOUND	HOME CINEMA
TV - VIDEO - SOUND	MUSIC PLAYER
CHILDCARE	BABY STROLLER
CHILDCARE	COSY – BABY CAR SEAT
CHILDCARE	HIGH CHAIR - CUSHION HIGH CHAIR - TRAY CHAIR
CHILDCARE	BABY CARRIER
CHILDCARE	BABY BOUNCER
CYCLES	HOME TRAINER
CYCLES	TRICYCLE
CYCLES	ELECTRIC ASSISTANCE BIKE
CYCLES	BMX BIKE
CYCLES	DIAPER BIKE
CYCLES	CYCLES RACING BIKE
CYCLES	BEACH CRUISER - DUTCH BIKE
CYCLES	CHILDREN'S BIKE CYCLES (10" - 12" - 14" - 16")

CYCLES	UNICYCLE BIKE
CYCLES	FOLDING BIKE
CYCLES	TANDEM BIKE
CYCLES	VTC
CYCLES	MTB
URBAN SLIDING	SCOOTER
VEHICLE	ELECTRIC SCOOTER
BEDDING	BED BASE - MATTRESS
BED LINEN	PILLOW
BED LINEN	DUVET
BED LINEN	BOLSTER
CUSHION AND COVER	CUSHION
TOYS	VEHICLE FOR CHILD
TOYS	MINIATURE WORLD
TOYS	CONSTRUCTION - MODEL MAKING - SCALE MODEL TO BUILD