



SAS with a share capital of 500 000 EUR
Head Office: FRANCE - SAINT LOUP SUR SEMOUSE (F-70800)
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RCS VESOUL 537 665 200
TVA FR 72 537 665 200

GENERAL TERMS AND CONDITIONS OF SALE

PARISOT INDUSTRIE's unique identification number, attributed by ADEME as a company responsible for placing the product on the market of heavy furniture, is FR027199_10ITBG and its unique identification number, attributed by ADEME as a company responsible for placing the product on the market of packaging, is FR027199_01SVIG. These numbers guarantee that PARISOT INDUSTRIE, by joining ECOMAISON and CITEO, is in compliance with the regulatory obligations under L. 541-10-1 of the French Environmental Code.

1. ORDERS

Orders are only definitive after acceptance by the vendor. The fact of making an order implies the purchaser's full and unreserved acceptance of the following general conditions of sale, whatever the clauses to the contrary may be included in the orders, unless expressly accepted in writing by the vendor.

Any order for specific non-catalogue products or products subject to promotional operations by the purchaser, must be made at least 8 weeks before the desired delivery date. The minimum order quantity is one full truck.

2. OFFER

The vendor reserves the right to modify or remove, without prior notice, the models defined in its catalogues, without the purchaser being able to claim any damages, and without having an obligation to modify previously delivered or pending products.

3. DELIVERY - DEADLINE

Deliveries are made only according to the vendor's availabilities and after receipt by the latter of confirmation of the logistic arrangement by the purchaser. The vendor is authorised to make full or partial deliveries. Delivery deadlines are only given for informative and indicative purposes; in particular they depend on supply possibilities and the availability of carriers.

The vendor shall seek to respect the delivery deadlines it has indicated on accepting the order, according to the benchmark delivery deadline in the sector, and to execute the orders, except in the event of force majeure or circumstances beyond its control, such as strikes, ice, fire, storm, flooding and supply difficulties, without this list being limitative.

Any delay compared with the indicative delivery deadlines initially envisaged may not give rise to any penalty or indemnity, nor be grounds for the cancellation of the order.

4. RECEPTION OF PRODUCTS

It is the responsibility of the purchaser, in the case of damage to delivered or missing products, to make all necessary reserves to the carrier. Any product not subject to reserves by registered mail with notification of receipt within 3 days of its reception by the carrier, pursuant to clause L. 133-3 of the French Code of commerce, and a copy of which will be sent simultaneously to the vendor, shall be deemed accepted by the purchaser. Without prejudice to the provisions to be taken vis a vis the carrier, any dispute as to the non-compliance of the delivery with the order, apparent defects or any claim bearing on the billing must be notified to the vendor in writing, accompanied by the delivery slip, within 8 days of receipt of the products.

Beyond this deadline, the purchaser shall be deemed to have accepted the delivered products, and no claim shall be taken into account by the vendor in this respect.

In the event of a dispute, whatever the cause, no return of products may be carried out without the prior agreement of the vendor, at the place and under the conditions indicated by the latter.

5. PRICE

All prices invoiced to the customer by the vendor are those in force on the date the order was logged, deducting, as applicable, any price reductions applicable to the order. Sales are understood to be free of carriage for a minimum order quantity of one full truck.

Prices are exclusive of all duty, fees and taxes, current or future. Also, they will be increased by the amount of all current or future duty, fees and taxes that the vendor may be required to receive or pay within the framework of the sale and delivery of products.

The vendor may modify its prices at any moment without notice, and without incurring any liability.

6. PAYMENT CONDITIONS – PAYMENT DELAYS OR BREACH

Unless there is a specific agreement to the contrary, payments shall be made 30 days from the billing date.

Any payment made within the 10 day deadline from the billing date shall benefit from a 0,5 % discount.

Any request for payment by instalment requires the prior acceptance by the vendor of an account opening. This account opening may be refused, reduced or cancelled at any moment without notice and without justification.

When the vendor feels that the purchaser's situation is deteriorating, it reserves the right to request from the purchaser the guarantees it deems necessary, or payment prior to delivery. The refusal or inability of the purchaser to comply gives the vendor a right to cancel all or part of orders and deliveries under way, without compensation.

In the case of payment by a bill of exchange, the failure to return the accepted bill 3 weeks before it falls due will be deemed a breach of payment. In the event of a late payment, the vendor may suspend all orders under way, without prejudice to any other action.

Any sum unpaid on the due date shown in the invoice and corresponding to the due dates agreed beforehand by the parties shall give rise to the payment by the purchaser of late penalties fixed at 4 times the legal interest rate and a lump sum of EUR 40 is due by right to offset the costs of recovery and in addition to late fees. These penalties shall run from the due date to the payment date.

In the event of non-payment, the sale shall be cancelled ex officio at the discretion of the vendor, which may request the return of products without prejudice to any other damages.

Under no circumstances may payments be suspended or subject to any compensation without the prior written agreement of the vendor. Any partial payment shall first be assigned to the oldest debts.

The non-payment of an instalment shall lead ex officio to the cancellation of payment facilities, the balance becoming immediately due, and any terms falling due immediately for all sums owed and orders or delivery under way.

When the purchaser's non-payment obliges the vendor to initiate litigation or pre-litigation, the debtor must reimburse the vendor the entirety of costs incurred, without prejudice to any claims that may be made judicially to obtain damages.

7. TRANSFER OF RISKS

The transfer of risks affecting goods is carried out at the moment the products are delivered to the purchaser, unless an agreement to the contrary is reached between the vendor and the purchaser.

8. RESERVATION OF TITLE

It is expressly agreed between the parties that goods are sold under the benefit of the reservation of title clause. Consequently, transfer of title to goods is suspended until full payment of the price. During the period prior to this payment, goods shall remain the full and exclusive property of the vendor.

9. INTELLECTUAL PROPERTY

The purchaser acknowledges and accepts that the vendor's goods are models created by it and benefitting from the protection accorded by copyright, industrial designs, patents and any other intellectual and/or industrial property right. Consequently the purchaser undertakes not to reproduce or have reproduced, not to manufacture or have manufactured, fully or partially, and not to sell or have sold any merchandise that may infringe copyright.

10. GUARANTEE - LIMITATION OF RESPONSIBILITY

Pursuant to the legislative measures, the purchaser profits from the legal warranty of the latent defects envisaged by the provisions of articles 1641 to 1649 of the Civil code and the guarantee of compliance from the L. 217-4 articles in L. 217-14 of the French Consumption Code.

The vendor's liability vis a vis the purchaser for any direct or indirect damage or loss springing from the execution of this agreement or any of the obligations contained therein, is strictly limited to an amount equivalent to the value of the disputed merchandise.

11. AFTER SALES SERVICE

The spare parts will be provided for a two years period as from the date of acquisition of the products by the consumer. The seller will ensure the supply of it within the two months from the date of the request of the seller.

12. SUPERIORITY OF THESE CLAUSES

These clauses shall prevail over all other general purchasing conditions and documents specific to the purchaser.

13. ASSIGNMENT OF JURISDICTION

Any disputes relating to the execution or interpretation of this agreement shall be settled by French law, the VESOUL Commercial Court having sole jurisdiction.

14. LANGUAGE

These general terms and conditions of sale are written in French, which is the authentic language for the application and interpretation of these general terms and conditions and the contracts concluded with PARISOT INDUSTRIE. Any translation is for information purposes only, and shall not be binding upon PARISOT INDUSTRIE.