

GENERAL CONDITIONS OF SALE

1. PREAMBLE

These conditions are applicable, irrespective of the buyer's general conditions Any amendments that the parties may make to them requires express written consent.

2. OPENING OF AN ACCOUNT AND CREDIT CONDITIONS

The opening of an account and/or the application of our commercial conditions is subject to the obtaining of the documents (legal, financial) or guarantees that we deem to be necessary. The written approval of TIVOLY and the confirmation of the commercial conditions confirm the validity of the account opening.

TIVOLY reserves the right to stipulate an upper limit on amounts outstanding, beyond which a due payment may be required to be settled.

3. PRICE

The prices charged are those taken from the tariff in force on the day of the receipt of the order at the TIVOLY head office. Should the price be changed between the date of the order and the date of a previous order, the new applicable price will be communicated to the buyer who shall be deemed to have accepted it, unless expressly refused within a period of two working days. A price increase will be applied to the net price of the item for any instance of unpacking requested by the customer.

4. ORDER

Orders that are sent to us are only ever valid subject to our acceptance. This can only result from the issuance of an acknowledgement of receipt of the order or in the immediate execution of the order. The information stated in our catalogues, advertisements, price lists, and other commercial documents, or on our websites, is provided for information purposes only and is not binding. It is incumbent upon the customer to check the information stipulated on the Acknowledgement of Receipt of Order, in particular the applied tariffs and delivery conditions.

5. MADE-TO-ORDER ITEMS

Unless specific agreements have been concluded, for orders for items requiring made-to-order manufacturing, we reserve we reserve the right to deliver and invoice 10% above or below the ordered quantity. For orders of less than 10 pieces, this tolerance may be changed to 2 pieces.

6. PAYMENT TERMS

Unless exception is granted, all of our sales are subject to **payment within 30 days from the end of the month**. The place of payment is the registered office of TIVOLY. In case of specific exemptions subject to the above conditions, the buyer cannot report a value of "25" or any other previous or subsequent value in order to delay a due date by 30 days.

The minimum invoice amount is €100 excl. tax. Any order amounting to less than this total will be the subject to a handling fee.

An advance payment or a downpayment on the order may be requested, depending on the specific details of the case in question

Payment deadlines are binding. Any disputes with regard to the quantity or quality of the sold products, or the wording or amount stated on the invoice cannot authorise the non-payment of an invoice by its deadline. In the case of partial delivery, additional failure to deliver or the reporting of this fault cannot delay payment for the already delivered products.

Any payment made after this deadline will result in the application of penalties at the rate of interest applied by the BCE (refinancing rate) to its most recent refinancing operation, raised by 10 percentage points. These penalties will be invoiced based on the number of days elapsed between the due date and the effective date of payment.

No discount will be granted in case of early payment.

Default of payment on the part of the buyer on the date on which payment becomes due shall automatically, and by right, result in formal notice being issued and all sums not yet due will become immediately payable. Fixed compensation equal to 15% of the principle amount of the debt or of the portion of debt unpaid, will be applied as a penalty, with a minimum of €150 per amount due.

Furthermore, without prejudice to any other damages, in the case of late payment, the debtor will be legally obliged to pay a fixed fee of €40 per invoice to cover the costs of recovery, in addition to the late fees. However, if the recovery fees that we stipulate are actually greater than €40, we reserve the right to claim supplementary compensation from the buyer, in the amount of these additional fees.

Any failure on the part of the customer to fulfil any one of his/her obligations with regard to us, authorises us, automatically and by right, to suspend, without prior warning, the execution of our obligations with regard to this customer. No compensation and no right of retention will be granted with respect to our receivables; only credit issued by TIVOLY can partially or fully cancel our invoices.

7. DELIVERY TIMES

TIVOLY undertakes to respect as best as possible the agreed deadlines. However, the delivery are not binding and the buyer cannot make use of potential delays to cancel the order and/or claim damages, interest, or penalties.

Force majeure, war, strikes, lock-outs, road blocks, epidemics, a lack of materials, fires, floods, tooling accidents, and any other fortuitous events, we shall be released from the obligation to supply the affective products within the original deadlines.

8. TRANSPORT

Product loading operations are performed by the individual who dispatches the vehicle. In all cases, the product unloading operations at the place of delivery are carried out under the responsibility of the buyer, regardless of the assistance provided by the carrier's driver, if applicable. Liability for risks relating to the product is transferred to the buyer prior to loading in our warehouses, irrespective of the individual agreements concluded with the buyer with regard to transport. It is incumbent upon the recipient, in accordance with articles L133-3 ff. of the Code of Commerce, to exercise their right of recourse against the carriers, in the forms and within the time limits set down by law. TIVOLY will also be informed of any delivery issue encountered, within the same deadlines.

A contribution to the shipping and packaging fees shall be determined based on contribution brackets based on the weight of the equipment in a single consignment.

9. DELIVERY - COMPLAINTS

DELIVERY DISPUTES

In case of products that are missing or damaged upon arrival, the recipient must:

- note in the presence of the carrier, on the receipt of transport, the specific, detailed, and complete reservations, specifying precisely the number of missing or damaged packaged and the subject of the complaint, and confirm these to the carrier within 3 days, by registered mail,
- send the copy of these reservations to TIVOLY within 48 hours from the order, specifying the order references.

COMPLAINTS OTHER THAN DELIVERY DISPUTES

All complaints must be brought to the attention of the Sales Department, at the registered office of TIVOLY, within a maximum period of 10 days from the receipt of the merchandise, if the dispute relates to this merchandise or within the 30 days from the date of invoice if the dispute relates to invoicing.

10. RETURN OF MERCHANDISE

No merchandise can be returned without our express consent (written consent of the Sales Department).

In the case of a replacement, a discount may be applied to the price of the merchandise. Returns will be postage paid, except in exceptional cases.

11. RETENTION OF TITLE (art. 2367 to 2372 of the French Civil Code)

TIVOLY expressly retains ownership of the delivered merchandise until the complete and effective of the price of the product and its accessories. However, risks arising after shipping are the responsibility of the buyer.

Neither the resale of the goods nor their payment by a third party shall alter the effects of the clause, which shall only cease to be valid upon the extinguishment of the debt by TIVOLY. In case of redress or judicial liquidation, resale authorisation is automatically withdrawn. As a result, the seller may demand the return of any merchandise that has not been reclaimed, whereby payment has not been made in full. Any amount paid in advance will be retained as compensation. The buyer undertakes to take all appropriate measures to ensure that the merchandise is characterised as being the property of the seller.

12. WARRANTY - LIABILITY

Our products are guaranteed compliant with the specifications stated in the catalogues. A tolerance may be allowed insofar as the applicable standards are respected. We provide no guarantee with regard to the suitability of the products in achieving the objectives that the buyer has set, if we have not provided prior written confirmation of these objective and of a specification document submitted by the buyer.

Generally speaking, TIVOLY can under no circumstances be held liable if the use, handling la transformation, storage, or transportation of the sold products cause damages to the buyer, to his/her clientèle, or to any other third party, be this personal injury, damage to goods separate to the subject of this contract, or financial losses. The buyer cannot bring a warranty claim with a view to suspending or deferring his/her payments.

We provide no guarantee with regard to the suitability of the products in achieving the objectives that the buyer has set, if we have not provided prior written confirmation of these objective and of a specification document submitted by the buyer.

In accordance with the regulatory requirements in force, Tivoly is registered with the respective environmental organisations under the following numbers: CITEO (paper packaging): FR210656_01ZCIC, Ecomobilier (DIY and garden products): FR232456_14DPBF, Ecologic (DEEE): FR003660_05N1RB

13. INDUSTRIAL PROPERTY - CONFIDENTIALITY

TIVOLY is the exclusive owner of the studies, plans, and models of which the buyer was made aware within the scope of the contract. Any breach of these rules may give rise to legal proceedings.

14. DEROGATION

Any derogation from these general conditions of sale and in particular, the buyer's conditions of purchase, shall only be valid following written acceptance on our part.

15. JURISDICTION

In the event of a dispute, the Court of Chambéry has exclusive jurisdiction, even in cases with multiple defendants or of recourse in warranty. Only French law will apply.

16. DATA MANAGEMENT

Information and data relating to the buyer are required for the management of his/her order and with a view to maintaining good commercial relations. In accordance with the legal provisions in force, the buyer has a right to access and correct personal data relating to him/her. The buyer can exercise this right by submitting a written request to our relevant departments. The collection of the concerned information is essential for the processing and delivery of orders, and for invoicing purposes. As such, the absence of the provision of requested information may pose an obstacle to the validation and successful fulfilment of the order. For any written request, the buyer must contact our customer accounts department, stating his/her contact details (company, email, address, and if possible, customer reference).

17. INVALIDITY

The partial or complete invalidity of any one of the provisions of these general conditions of sale shall not affect the validity of the other provisions.

TIVOLY INITIALS

Representing – Mr or Mrs
Signature

Date:

CUSTOMER'S INITIALS and company stamp

Mr or Mrs Signature
preceded by the statement, "Agreed and signed"

Date: