

TERMS AND CONDITIONS OF SALE



by **CSiD**
CREATIVE SOLUTIONS
FOR INDUSTRIAL DESIGN

Any order automatically implies the Buyer's acceptance of these general conditions. The general conditions of the Buyer or of third parties which deviate from these general conditions or from special agreements shall not be binding on the Seller, even if the Buyer refers to them and if the Seller does not expressly dispute them. Any deviation from these terms and conditions can only be made by prior written agreement.

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MODIFICATION OF ARTICLES

S.A.S. CSID may be required to make changes to the characteristics of the articles appearing in its catalogue or on the Internet site without prior notice, or to cease manufacture. In these cases, S.A.S. CSID shall not be obliged to supply articles that have been removed or to supply articles that comply with the old specifications, and S.A.S. CSID shall not be held liable in this respect.

CONCLUSION OF THE SALE OR CONTRACT

In the absence of written confirmation of the order by our company, the latter shall not be bound by the commitments made by its representatives until the expiry of a period of 6 working days from the date on which these commitments were made, unless the customer is notified in writing of any disagreement within this period.

Similarly, any order sent by the Buyer to S.A.S. CSID, by post, by e-mail or by fax, shall only be valid in the event of acknowledgement of receipt of the order by S.A.S. CSID or the expiry of the 6 working day period.

PRICE

The prices and conditions of sale applicable to any order or contract shall be those in force on the date of acceptance of the order by us. In the event of a change in the costs of labour, materials or other elements, the contracting parties undertake to renegotiate the prices. Our offers are valid for a period of 30 days. After this period, the offer shall be null and void, unless otherwise specified in our commercial correspondence. The prices and conditions of sale accepted by CSID S.A.S. are only valid for the order or the contract which they concern. Orders shall only become final after written acceptance by CSID S.A.S.

Unless otherwise specified, prices shall be understood to be in euros. Unless otherwise specified, prices are exclusive of delivery costs. The sales department will study with the Buyer the costs related to transport.

We are under no obligation to supply the product at an incorrect (lower) price, even after we have sent you an Order Form, if the price error is obvious and unequivocal and could be recognised as an error by you.

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DELIVERY TIMES

The delivery times mentioned are indicative and are not binding on the date of acceptance of the order by us. In the event of a delay in delivery, the customer shall not be entitled to claim any damages or indemnities whatsoever, nor to refuse the goods.

In no case shall we be held responsible for delays caused by other companies (manufacturers, transporters) or as a result of strikes or lock-outs at CSID. The delivery period shall be deemed to have been met if the Seller has dispatched the goods on the last day of the agreed period. In the event of a subsequent change to the order, the Seller shall no longer be bound by the delivery period agreed and confirmed prior to the change. In the event that the goods are not delivered within the agreed period, the Buyer must grant the Seller, by registered letter, an additional period of 14 days before cancelling the order. The order shall only be considered as cancelled after this period has expired.

S.A.S. CSID reserves the right to make partial deliveries with the corresponding invoicing; in this case, the Buyer may not, under any circumstances, take advantage of the fact that the balance of the order is still pending to defer the corresponding payment.

Our goods travel at the Buyer's risk (Article 100 of the French Commercial Code) and it is the Buyer's responsibility, as the consignee, not to discharge the carrier until he is sure that the goods have been delivered complete and in good

condition.

The consignee who receives the transported goods must check that the transport contract has been correctly executed and, if not, he must

- Establish with certainty the nature and extent of the damage at the time of delivery in the presence of the deliverer. Refuse the delivery and issue an obligatory reservation indicating the following: «Refusal of reception due to damaged package and goods». The recipient then has 48 hours to send us by e-mail the information concerning the damage(s) found, with your signature attached to the transport document or the specific document attached to your order at the time of delivery with photos of the product(s) showing the damage claimed before assembly.

- S.A.S. CSID will then notify the carrier, at the latest within 48 hours following receipt of the transported items, of the justified protest by extrajudicial act or by registered letter required under penalty of foreclosure by Article 102 of the Commercial Code.

If you do not provide all these documents, we will not accept any claim for transport damage.

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RETURNS

No returns or returns of goods can be accepted without our prior approval. No returns will be accepted for specially manufactured goods or goods not listed in the current price list or catalogue. In order to benefit from a return, the Buyer must notify us without delay, maximum 8 days after delivery and in writing by registered letter, of the defects that he attributes to the goods and provide all proofs as to the reality of these defects. The Buyer must give us every facility to proceed with the detection of these defects and to remedy them, and must also refrain, except with our express agreement, from carrying out the repair or having it carried out by a third party. If the return is accepted, the Buyer must send back the defective and/or non-compliant goods so that we can send back the compliant replacement goods upon receipt. Any guarantee is excluded for incidents due to fortuitous events or force majeure, negligence, defective use or use not in accordance with our specifications and agreement. This guarantee is not exclusive of the legal guarantees in case of hidden defects, under the conditions of articles 1641 and following of the civil code.

RETENTION OF TITLE

Ownership of the goods sold will be transferred to the Buyer once full payment of the price has been made (law N° 80335 of 12 May 1980). Please note that the delivery of a document creating an obligation to pay (bill of exchange or other) does not constitute payment under the clause. In the event of non-payment by the Buyer, the Seller, without losing any of its other rights, may demand by registered letter with acknowledgement of receipt, the return of the goods in perfect original condition at the Buyer's expense and risk. If the Buyer is the subject of a receivership or a judicial liquidation, S.A.S. CSID reserves the right to claim, within the framework of the collective procedure, the goods sold and remaining unpaid. Except with the agreement of S.A.S. CSID, the Buyer shall refrain from reselling or modifying the goods until the price has been paid in full.

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GUARANTEES

Our commercial guarantee is limited to 24 months from the date of delivery. The buyer loses the benefit of the guarantee in the following cases:

- In the event of incorrect handling or assembly
- If the malfunctioning is the result of unauthorised work on the goods
- In the event of normal wear and tear of the goods, such as discoloration or stretching of a coating
- In case of negligence
- In case of lack of maintenance of the object
- In case of deterioration caused by causes unrelated to the intrinsic qualities of the item, such as the use of unsuitable cleaning products, or prolonged exposure to sunlight or the moon

Independently of the commercial guarantee, we apply in any case the legal guarantee under the terms of which we guarantee the purchaser against all the consequences of the defects and hidden faults which would be likely to reveal the sold goods under the conditions envisaged in articles 1641 to 1649 of the civil code provided that they are announced to us as soon as they appear as well as the legal guarantee of conformity of the good to the contract. With regard to our products made from natural materials that may contain variations or shades of colour or material, the guarantee against hidden defects shall not apply:

- In the event of a difference in colour shade compared to the sample seen in our catalogue, shop and on the demonstration tools made available to our sales team and our dealers, or accepted in writing by you, the quality will conform to the sample signed by you
- In the event of differences in materials and/or patterns compared to the product seen in our catalogue, shop and on the demonstration tools made available to our sales team and our dealers, and this for all products of natural origin such as stone, wood, leather, marble.

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PROVISION OF GOODS: SAMPLES, DEMONSTRATION MODELS

In addition to the conditions applicable to the delivery of goods, specific conditions are imposed on the User of products made available by CSID.

The user undertakes to use the material exclusively in accordance with our specifications and our agreement. Inappropriate use and/or use contrary to the interests of S.A.S. CSID shall result in the immediate return of the equipment.

The equipment is entrusted to the custody of the User who is solely responsible for it, particularly in the event of destruction or total or partial disappearance. The User is also solely responsible for any damage of any kind that the said equipment may cause to third parties. The User, acting both for himself and on behalf of S.A.S. CSID, undertakes to take out the corresponding insurance to cover all risks of civil liability, theft, fire, etc. resulting for him from the possession and use of the equipment. This insurance must in principle be unlimited for personal risks, and must cover damage, loss or destruction of the equipment up to a limit of 1000€.

The equipment is made available in good condition, with or without defects noted on the day of commissioning with the User and the Seller.

In the event of non-observance of any of the aforementioned conditions, including in terms of payment or any other default by the User, S.A.S. CSID reserves the right to immediately recover the goods made available.

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PAYMENTS

The date of issue of the invoice shall be the starting point for any payment period. Unless expressly agreed otherwise, all our invoices are payable within 45 days. Any delay in payment shall automatically incur interest on arrears, without the need for formal notice. Our prior written acceptance of special payment conditions does not constitute a waiver or novation of these general conditions.

Any payment shall only be deemed to have been made on time when the full amount of the invoiced sums has been collected on the due date.

a) Penalties - In accordance with the provisions of paragraphs 2 and 3 of Article 33, as amended, of the Order of 1 December 1986, penalties will be applied to the amount of the invoice, exclusive of tax, in the event that payment is not made within the payment period set by these general conditions and the sums due become immediately payable.

These late payment penalties shall automatically bear interest on the sums due at the bank base rate increased by 5 points without prejudice to the total payability of the debt. They shall start to run, without prior notice of default from the debtor, as soon as the settlement period provided for in the general terms and conditions expires. If a longer payment period than that provided for in these general terms and conditions has been agreed in exchange for real consideration, these same penalties

shall apply, without prior notice of default from the debtor, from the day following the day mentioned as the payment date on the invoice, if payment has not been made by that date.

The same shall apply if a change in the customer's legal capacity or professional activity, a transfer, lease or contribution to a company of its business or, in the case of a commercial company, a change in the personality of its directors or in the form of this company, modifies the customer's credit.

b) Penalty clause - In the event of non-payment of a due date, the debtor shall be deprived of the benefit of the term and the creditor may demand immediate payment of the balance of the price still due. In the same case, the creditor may also claim from the debtor, as a penalty clause, an indemnity corresponding to 15% of the balance, in accordance with Article 1226 of the Civil Code.

c) Resolutive clause - The contract shall be resolved by operation of law, without any formality or formal notice, in the event of non-payment of the price on the due date or non-compliance by the debtor with one of the conditions of the contract. In addition, deliveries shall be suspended until full payment of all sums due with interest.

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PAYMENT CANCELLATION OF THE SALE

Events which may radically alter the basis of the sale, either in whole or in part, whether they concern the Buyer or the Seller and his subcontractors, shall entitle the Seller to adapt the sales contract, either in whole or in part, to the new situation. Any claim for compensation shall be excluded under these conditions.

In the event of cancellation of the sale by the customer prior to its execution, the customer must request the Seller's consent in writing. In the event of such a cancellation, the customer shall bear the costs incurred by the Seller: travel costs for on-site surveys, models, drawings, printing orders, photographs, raw materials already purchased and man hours allocated for the execution of the order.

FORCE MAJEURE

The responsibility of S.A.S. CSID cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in the present general conditions of sale results from a case of force majeure. In this respect, force majeure is defined as any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

LAW OF THE CONTRACT - JURISDICTION

The law applicable to contracts concluded with S.A.S. CSID is French law.

Any dispute relating to a sales contract, to these general conditions of sale or to the special conditions, will be under the sole jurisdiction of the Commercial Court of PARIS (95300). Our drafts or acceptances do not constitute a novation or derogation, even in the event of a guarantee call, multiple defendants, etc., to this jurisdiction clause.