

TERMS OF SALES

Article 1: Scope

Placing an order implies full and unreserved acceptance of these general conditions of sale which prevail over any other document, in particular any general conditions of purchase or special conditions not expressly accepted by FREE HOME. Any document other than these general conditions of sale, and in particular prospectuses, catalogs, advertisements, notices, are only indicative and non-contractual.

The fact that FREE HOME does not avail itself, at a given time, of any of these clauses cannot be interpreted as a waiver of the right to subsequently avail itself of said clause.

Placing an order implies full and unreserved acceptance by the customer of these conditions.

The special conditions appearing on an order established by the buyer are deemed to have been accepted by FREE HOME only to the extent that they have been fully reproduced in the acknowledgment of receipt of said conditions.

Article 2: Base Tariff in Application

It can be modified at any time subject to compliance by FREE HOME with a compliance with one month before the effective application of the change. The price invoiced is that in effect on the day of shipment according to the scale of deviation.

Article 3: Order

Any order received by the customer is considered as a promise to purchase from the latter. However, this will only bind FREE HOME definitively after written acceptance on its part.

All orders must be sent in writing, fax or email. It is the customer's responsibility to ensure receipt by issuing an acknowledgment of receipt.

Any modification or cancellation of the order requested by the customer can only be taken into consideration if it is received in writing with acknowledgment of receipt within a maximum period of three days after placing the order for a permanent product in stock at FREE HOME and ten days for products requiring manufacture for the customer. This exemption does not apply to international sales, orders for specific products, or for large volumes. FREE HOME does not manage the backlog of orders.

Changes to orders that FREE HOME accepts may, if necessary, give rise to an increase in the priced prices. They are also the subject of a new Quote and may result in the application of a new delivery time.

If FREE HOME does not accept the modification or the resolution, the deposits paid will not be returned, and compensation may be requested from the customer.

Any order for large volumes such as, for example, promotional operations organized by customers must be the subject of the transmission by the customer of a purchase forecast by reference at least four months before shipment.

Any order accepted by FREE HOME takes into account that the customer presents sufficient financial guarantees so that he can pay the amounts due when due. Consequently, any change in the customer's financial guarantees gives FREE HOME the option of refusing an order, requiring the communication of the customer's accounting documents or the presentation of sufficient guarantees. Any deterioration in the customer's credit may justify the requirement of guarantees or cash payment before the execution of orders received. A refusal of coverage by credit insurance will be considered in particular as a reason justifying the taking of a guarantee or payment terms which are deviating from Article 12 hereof.

Any first order must be accompanied by references. In the absence of these, the shipment will be made against reimbursement and the customer will have to bear the cost of returning the money. In the event of special manufacture, according to the customer's instructions, the latter is solely responsible for any infringement of the rights of third parties and formally guarantees FREE HOME in this regard.

Article 4: Packing

The taking into account of an order by FREE HOME is linked to compliance with the standard packaging appearing in the Base Price. FREE HOME reserves the right not to make delivery for any order outside the standard sizes. For customers who cannot comply with this constraint, FREE HOME will be obliged to invoice postage and repackaging costs after acceptance by the customer of a quote which will be communicated to him.

Article 5: delivery

As soon as they leave the factory or warehouse, the goods always travel under the responsibility of the FREE HOME company. FREE HOME is authorized to make full or partial deliveries. Delivery is known as DAP (Delivered At Place) for containerized goods and CIF (Cost, Insurance and Fret) for non-containerized goods.

The starting point of deliveries is delayed until the actual payment of the amounts provided for this purpose. To avoid any litigation, the customer must on delivery, indicate on the transport slip, its commercial stamp, the signature and the name of the signatory. In the absence of provision by the customer of a monthly purchase forecast by reference, and of the joint realization of a study of the logistics flows to overcome the risks related to transport, the delivery times are indicative and without guarantee, their exceeding cannot give rise to damages, penalties, withholding, cancellation of orders in progress, or replacement by the customer. Delays in delivery do not entitle the buyer to cancel or refuse the goods.

FREE HOME also does not accept penalties for non-compliance with a service rate in the absence of the items referred to above.

However, if two months after the indicative delivery date, the product has still not been delivered, for any reason other than a case of force majeure, the sale may then be resolved at the request of

one or the other of the parties, the customer may obtain restitution of his deposit to the exclusion of any other compensation or damage and interest.

The following are considered in particular as force majeure releasing FREE HOME from its obligation to deliver: war, riot, fire, flood, strikes, lock-out, accidents, the impossibility of being supplied, pandemics, etc....

In any event, delivery can only take place if the customer is up to date in his obligations to FREE HOME, whatever the subject. Deliveries are made mainly by sea transit. Any exemption must be the subject of a written request from the customer, which may be subject to a price increase if the request is accepted by FREE HOME.

FREE HOME reserves the right to make any modification it deems useful to its catalog, products or presentation at any time, without any obligation to modify or take back products previously delivered or in the process of being ordered.

Article 6: Complaints

In the event of damage to the delivered goods or missing parcels, it is the recipient's responsibility to directly exercise his recourse against the last carrier to which he must give discharge only after ensuring that the shipment is complete and in good condition, under the conditions and forms referred to in Article L133-3 of the Commercial Code, or of the CMR in the case of an international sale. A copy of the complaint must also be sent to FREE HOME.

In the event of apparent defects, missing products, non-conformity of the product delivered to the product ordered, any complaint must also be sent to FREE HOME by registered letter with acknowledgment of receipt with a copy sent to FREE HOME within three days for metropolitan sales, seven days for international sales following receipt of goods. Beyond this period, the goods will be considered accepted in their entirety without any qualitative or quantitative restriction. It will be up to the customer to provide any justification as to the reality of the anomalies or defects observed. The customer must leave FREE HOME any facility to establish these defects and to remedy them, he will refrain from intervening himself or involving a third party for this purpose. Any other procedure will be considered by FREE HOME as inadmissible.

In the event of a defect or non-conformity of the products delivered, duly noted by FREE HOME, the customer may obtain a free replacement, with the exclusion of any compensation or damages.

Article 7: Guarantee

FREE HOME certifies that the products it sells comply with French and / or community standards and regulations in force on the date hereof and are manufactured in compliance with human and children's rights, and social legislation in force in the countries of production. The products are guaranteed against any manufacturing defect or malfunction not apparent during the initial sale, excluding wear parts and models intended for exhibition (not guaranteed), for a period of ten years on structural elements and two years. on the equipment, subject to the conditions and limitations set out below.

For professional customers, it is expressly agreed that it is the invoice date of the product that will mark the starting point of the guarantee (the invoice accompanied by the delivery receipt as proof).

The warranty is limited to the repair or replacement by an identical part of the part (s) recognized as defective or responsible for the malfunction. Under no circumstances may it be claimed: labor costs, travel costs, damages, in particular for loss of use or other. The responsibility of FREE HOME cannot be called into question, and the guarantee engaged, in the event of abnormal use of the product, such as in particular: non-compliant or poorly adapted installation; poor maintenance by the user; exterior elements such as, negligence in handling; accidents and shocks, deterioration by foreign bodies; modification of the original product; damage caused during a transport operation; damage caused during a modification operation (non-exhaustive list). It is the customer's responsibility to ensure, prior to ordering, that the FREE HOME product complies with the use he wishes to make of it in view of the characteristics and instructions of the product which have been communicated to him.

Any supply of spare parts outside the warranty period will be invoiced for said parts and related shipping costs.

FREE HOME guarantees the customer against any claim or claim from third parties in connection with its products, in particular safety, quality, intellectual and industrial property rights. The guarantee is only applicable after conviction and exhaustion of legal remedies and / or transactional agreement ratified by FREE HOME. The warranty does not cover indirect, commercial, business interruption, or other image damage.

Unless expressly agreed, FREE HOME does not assume the consequences of a product recall or withdrawal operation, when this is carried out at the sole initiative of the customer. Only recall operations carried out at the request of FREE HOME itself or an administrative authority will be paid for by FREE HOME in agreement with the customer, without any additional compensation.

In general, FREE HOME's liability is strictly limited to the obligation to replace or repair non-conforming merchandise, excluding any damages.

Article 8: Return of Goods

No return can be made without the prior agreement of FREE HOME. Any merchandise returned without the written consent of FREE HOME will be refused. In the event of an accepted return, the costs of transport and restocking are the responsibility of the buyer. Returned goods must be in their original packaging, and show no signs of use or installation.

Article 9: Price, Payment terms, Deadlines

Prices are net, departure, except for special markings which may be subject to a price increase. However, in order to take into account any price fluctuations between the date of signature of the estimate and the balance of the payment for periods exceeding 30 days, a price readjustment may be made on the basis of the USD / EUR rate in force at the date when payments will be made. Any price change will be the subject of prior information to customers, at least 30 days before its implementation. International deliveries or deliveries to warehouses or to customers in the industry division may be subject to special provisions.

All payments must be made by card or bank transfer in favor of FREE HOME. Contractual deadlines must be scrupulously respected, vacation periods cannot under any circumstances be used as a pretext for postponing the deadline.

Promissory notes are not accepted.

Payment means the actual receipt by FREE HOME of the sums due by the customer.

Article 10: Penalties for late payment

In the event of non-payment of a single due date or of late payment, the customer is liable for a penalty automatically calculated by application to all the sums remaining due, an interest rate equal to the rate of interest applied by the European Central Bank to its most recent refinancing operation increased by 7 percentage points. Such interest shall accrue from the due date until paid. The sums due under this order, or other orders, delivered or in the course of delivery, become immediately payable, without prior notice. By express agreement and unless a postponement requested in time and granted by FREE HOME, failure to pay for the goods on the due date will result;

- the immediate payability of any sum remaining due, whatever the method of payment provided (by draft accepted or not)
- the immediate cancellation of any previous settlement agreement and the return to cash on delivery or cash without discount in either case.
- The suspension and immediate payment of those remaining to be recovered

In addition, FREE HOME may suspend all pending orders without prejudice to any other action. Subsequent orders can only be started after payment of a manufacturing deposit. In any case, even in the event of a dispute, payments may not be suspended or be the subject of any compensation without the prior written consent of FREE HOME. Any partial payment will be charged first to the non-privileged part of the debt, then to the sums of which the oldest is due. FREE HOME does not accept any compensation of debts, with the exception of cases of legal compensation referred to in the Civil Code.

Article 11: Invoicing

An invoice is established when ordering as well as when the goods leave. These invoices will include all legal notices, and in particular the price reductions acquired on the date of the sale and directly related to this sales transaction, excluding any discounts not provided for on the invoice. Any discount or commercial cooperation agreement based on the calculation basis of the turnover achieved by FREE HOME with the customer, will relate to the turnover invoiced and collected by FREE HOME after deduction of assets, transport costs, deposits of balance sheet and possible unpaid bills.

Any commercial cooperation agreement signed between the customer and FREE HOME will be subject to invoicing based on reciprocity of deadlines. Said invoices shall be payable within the same time limits and conditions as those applicable for payment for the goods.

The client, a service provider under the commercial cooperation agreement, also certifies that the services will comply with the Commercial Code and undertakes to justify this on first request.

Article 12: Retention of title

The transfer of ownership of the products is suspended until full payment of the price thereof by the customer in principal and accessories, even in the event of the granting of payment terms. Any clause to the contrary, in particular inserted in the customer's general purchasing conditions, is deemed unwritten in accordance with Article L621-122 of the Commercial Code.

It is however understood that the simple delivery of a debt instrument, an obligation to pay, draft or other, does not constitute a payment within the meaning of this clause, the original claim of the seller on the buyer substituting with all the guarantees attached thereto, including retention of title until such commercial paper has actually been paid.

By express agreement, FREE HOME may exercise the rights it holds under this retention of title clause, for any of its claims, on all of its products in the possession of the customer, the latter being conventionally presumed to be those unpaid, and FREE HOME may take them back or claim them as compensation for any unpaid invoices, without prejudice to its right to cancel sales in progress. The customer is authorized to resell the products as part of the normal operation of his establishment without claiming to be the manufacturer.

This resale authorization is automatically withdrawn in the event of receivership or compulsory liquidation. In the event that such a procedure is opened, the customer agrees to inform FREE HOME by registered letter within 15 days of the declaration of cessation of payments.

This clause does not prevent the risks of the goods from being transferred to the buyer as soon as they leave the factory or warehouse, the said buyer then assuming the responsibility of depositary and custodian of said goods until full payment of the price. Payment of the price is understood to mean actual collection. In the absence of payment on the due date, the contract will be automatically terminated, if FREE HOME sees fit, on simple formal notice by an extrajudicial act or registered letter, which has no effect, and the goods returned without delay.

The down payments will remain acquired by FREE HOME and will be set off, successively on the difference in market value of the goods taken back, then on the other unpaid debts of FREE HOME. The balance will be allocated to FREE HOME as compensation. As the transfer of risk takes place immediately, the purchaser must insure the goods for any risk, including those of fortuitous events or force majeure. The purchaser and his insurer waive in advance any recourse against FREE HOME. In the event of garnishment, or any other intervention by a third party on the goods, the buyer must inform the seller without delay in order to allow him to object and to preserve his rights. The purchaser shall also refrain from pledging or assigning as security the ownership of the goods.

Article 13: Intellectual and Industrial Property

All technical or commercial documents, sales support tools, in particular sales and merchandising concepts, remain the exclusive property of FREE HOME, the sole holder of the intellectual and industrial property rights on these elements, which must be returned to it at first request. The client undertakes to assume its conservation with due care, assuming as such, the responsibility of custodian and custodian.

The customer also undertakes not to make any use of these elements, which could infringe the rights or the image of FREE HOME.

FREE HOME also remains the sole owner and operator of the rights related to its patents, brands and models, without the completion of a sale conferring any right on the customer in this regard. The same applies to the intellectual and industrial property rights relating to the products sold.

Article 14: Provisions specific to FREE HOME listings by customers (brands and distributors)

By express agreement, the parties agree to refer to the provisions of the agreement signed on 12/01/2001 between UNIBAL and the FFB (Code of Good Conduct, annex 1 and any updates) for the procedure and deadlines applicable to discontinuation of commercial relations (de-listing and non-renewal of listing). In the event that the length of service and / or the importance of commercial relations justify it, or in the event of the existence of prior commercial agreements that are more favorable for FREE HOME, the notice of delisting or non-renewal will then be increased.

In the event of termination of commercial relations, FREE HOME will not take back any unsold products or stocks of products from the customer. The concepts and other sales support tools must be returned at their expense by the customer.

Unless specifically agreed, any new listing or modification of an existing listing may not result in FREE HOME taking back stocks of third-party products or own products whose marketing is stopped by the brand.

Any private label ("Private Label") entails doubled notice in order to allow the flow of stocks of specific products by FREE HOME.

Article 15: Litigation

In case of contradiction or difficulty of interpretation, the French version of these general conditions of sale takes precedence over any other.

Any dispute relating to this sale, even in the event of a warranty claim or multiple defendants, would fall under the exclusive jurisdiction of the courts of Saint Pierre, Ile de la Réunion, France, failing an amicable agreement.

French law is the only one applicable. In the event of international sales, for all questions not regulated by these general conditions of sale, and French law, the parties agree to refer to the Vienna Convention on the International Sale of Goods of April 11, 1980.