

Annex 2 - General Terms of Services

Import and marketing of Products on the Platform

Annex 2 - General Terms of Services (importing and marketing of Products on the Platform) and Digital Services

Version of the 05/03/2026

Preamble

SAFI SALONS FRANÇAIS ET INTERNATIONAUX, a limited company with a Management Board and a Supervisory Board, registered in the Paris Trade and Companies Register under number 388 424 129, with its registered office located at 6-8 rue Chaptal 75009 PARIS (hereinafter "**MAISON & OBJET**") offers exhibitors (hereinafter "**the Exhibitors**") of MAISON & OBJET show (hereinafter "**the Show**") the possibility to import and sell products on the platform accessible at the following address: <https://mom.maison-objet.com> (hereinafter "**the Platform**") to professional client (hereinafter "**the Client**").

(hereinafter "**the Services**").

The present GTS attached to the General Rules of MAISON & OBJET are intended to govern the contractual relationship between MAISON & OBJET and the Exhibitors for the provision of the Services.

IMPORTANT

The provision of the Services implies the Exhibitor's unreserved acceptance of these General Terms of Service (GTS).

Article 1. Definition

The terms used below have the following meanings in this GTS:

- "**Back-Office**": means the interface allowing the Exhibitor to access its personal space from which it will be able to import Products on the Platform and follow up on Product Orders.
- "**Purchase Order**": refers to the conditions, including pricing, dedicated to the Digital Services subscribed to by the Exhibitor and detailed in the Purchase Order.
- "**Catalogue**": means the catalogue of Products that the Exhibitor wishes to present for sale through the Platform.
- "**Client**": means any person who guarantees to be a professional as defined by French law and jurisprudence, who accesses the Platform by registering and who may place an Order for a Product with the Exhibitor of their choice. In this respect, it is expressly stipulated that the Client is a natural or legal person, public or private, acting for commercial, industrial, craft, liberal or agricultural purposes.
- "**Confidential Information**": means all financial, legal, technical, commercial and strategic information, as well as data, documents of any kind, drawings, concepts, manufacturing secrets, know-how, information systems and software, transmitted or brought to the attention of a Party under the terms of the Contract, whatever the form and/or media used.
- "**Content**": means all information, texts, logos, brands, photographs, videos, data and, in general, all the elements and content of the Exhibitor published on the Platform and/or communicated by the Exhibitor for publication in the Salon's communication tools (application, website, social networks, email campaigns, digital advertising and sponsored content, etc.), according to the terms, form and conditions proposed to it within the framework of the Services.
- "**Contract**": means the contractual whole composed by the Application Form and General Rules of MAISON & OBJET and its Annexes.
- "**Digital Services**": means the services allowed by MAISON&OBJET to exhibitors in order to enhance their visibility on MOM and to stay in touch with their Clients.
- "**Exhibitor**" and/or "**Seller**": means any professional within the meaning of the introductory article of the French Consumer Code who participates in the MAISON & OBJET Show and who benefits from the present Services. It is specified that the Exhibitor is established within the European Union.
- "**General Terms of Services**" or "**GTS**": means the present contractual conditions concluded between the Exhibitor and MAISON & OBJET including any appendices. "**General Rules of MAISON & OBJET**": means the contractual conditions applicable to the organisation of the MAISON & OBJET Show.
- "**Identifiers**": means the Exhibitor's identifiers enabling it to access its Back-Office.
- "**KPI**": means the quality criteria (Key Performance Indicators) defined in the Appendix, which the Parties undertake to comply with in the context of their contractual relations for their common interest.
- "**Order**": means any purchase of Products by a Client on the Platform.
- "**Parties**": in the plural, means both MAISON & OBJET and the Exhibitor. In the singular, means MAISON & OBJET or the Exhibitor, indiscriminately.
- "**Payment Service Provider**" or "**PSP**": means the company with a banking license, providing payment services to Exhibitors to enable them to collect payments from Clients. The Payment Service Provider of MAISON & OBJET is: MANGOPAY SA, a public limited company under Luxembourg law, with a capital of 24,700,000 euros, whose registered office is located at 2, avenue Amélie, L-1125 Luxembourg and registered in the Luxembourg Trade and Companies Register under number B173459.
- "**Platform**" means the online platform accessible at the following address: <https://mom.maison-objet.com>.

- **"Platform General Terms and Conditions" (Platform T&C):** refers to the terms and conditions of sale applicable on the Platform and intended to complete or replace the Exhibitor's GTC in the event of their absence, shortcoming or incompatibility with the Platform T&C.
- **"Product":** means any object or accessory for the home, i.e. decorations, home textiles, lighting, fashion, kitchen furniture, children's items, outdoor furniture, etc. and belonging to the categories that can be sold on the Platform.
- **"Product Sheet":** means the commercial offer relating to a Product drawn up by the Exhibitor, which shall provide all the essential information required by law.
- **"Sales Contract":** means the contractual framework for the sale of the Product on the Platform by an Exhibitor to a Client. The Sales Contract is composed of :
 - The Product Sheet ;
 - The Exhibitor's GTC ;
 - The Platform T&C, where applicable. It is specified that in the event of a gap or absence of the Exhibitor's GTC, or a contradiction between the Exhibitor's GTC and the Platform T&C, the latter shall take precedence.
- **"Services":** means all the services offered by MAISON & OBJET to the Exhibitors in the framework of the present. The Services include:
 - **The "Import of Products on the Platform" Service**, which means the possibility for the Exhibitor to present Products on the Platform according to the conditions defined in the Application Form;
 - The **"Digital Services"**.
 - **"Intermediation Services"** which refers to the possibility for the Exhibitor to market Products to Clients.
 - **"Payment Services"**: means the payment services and solutions provided by the PSP and enabling the Seller to receive the amounts paid in settlement of Orders for Products.
- **"Shop":** means the page of the Platform dedicated to the presentation of the Exhibitor and its Products (Product Sheet) accessible to Clients.
- **"User":** means any person who accesses and navigates the Platform, whether an Exhibitor, Client or simple Internet user.
- **"Working Days":** means the days usually worked in France, i.e. Monday to Friday, excluding public holidays, between 9 a.m. and 6 p.m. (hereinafter "Working Hours").

Article 2. Contractual documents

The Contract consists of the following contractual documents, in order of precedence:

- The General Rules of MAISON & OBJET and
- The General Terms of Services import and marketing of Products on the Platform and its appendices.

Article 3. Purpose

The purpose of these GTS is to set out the contractual conditions for the provision of the Services and the rights and obligations of the Parties.

Article 4. Terms of access to the Services

To be able to benefit from the Services, the Exhibitor shall in particular:

- Accept the General Rules of MAISON & OBJET (including this Annex) beforehand.
- Acting as a professional within the meaning of the introductory article of the French Consumer Code.
- Selling the Products from a country in the European Union.
- To propose Products corresponding to the categories of Products available on the Platform.
- Provide all information to justify to MAISON & OBJET that it has fulfilled its obligations under the extended producer responsibility as provided for in articles L. 541-10 and following of the French Environmental Code, namely, the Unique Identifiers corresponding to the Products subject to this Extended Producer Responsibility.
- Provide all the Content that shall appear on its Shop (presentation of its brand, the Product Sheets, etc.) and, in the communication tools of the Show and Platform.
- Provide all the KYC documents requested by MAISON & OBJET, namely proof of identity (passport, identity card, driving licence, etc.), proof of registration with the trade register (for France: a Kbis extract of less than 3 months, SIRENE status notice of less than 3 months, etc.), the latest signed and updated articles of association of the company, the UBO declaration.

The information provided by the Exhibitor to MAISON & OBJET and to the Clients in the context of the Services shall be complete, accurate, up-to-date, truthful and not misleading.

The present GTS will come into force subject to the acceptance by MAISON & OBJET of the Exhibitor's registration to the MAISON & OBJET Show.

Article 5. Services

5.1. Services for importing Products into the Platform's catalogue

5.1.1. Description of the Service

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This Service allows the Exhibitor to list Products on the Platform so that Clients can order them.

For this purpose, the Exhibitor will benefit from a Shop offering visibility to Clients and including:

- A brand presentation page including all the legal information that the Client shall receive (legal information, sales contract, etc.).
- The Product Sheets for Products that it wishes to offer for sale, including in particular the pre-contractual information that the Client shall receive before placing an Order.

Thanks to this Service, the commercial offers proposed by the Exhibitor are integrated into the general catalogue of Products on the Platform.

The Exhibitor is informed that it publishes the Content appearing on its Shop (Presentation Page and Product Sheets) and, in the communication tools of the Show and Platform, under its sole and entire liability. The Exhibitor is reminded that it is bound to respect all the regulations in force applicable to it, whether these concern the pre-contractual information to be provided to the Client or the obligations linked to the execution of the sale of the Product as such.

Thus, it is specified that the Exhibitor is the sole decision-maker of the Content of its commercial offers, MAISON & OBJET will only host these Contents.

The Exhibitor is expressly informed that access to these Services implies that its connects to its Back-Office using its Identifiers.

As part of the Services, the Exhibitor agrees to keep the Identifiers strictly secret, to take all measures to preserve their confidentiality and to notify MAISON & OBJET in case of unauthorized or fraudulent use of its Back-Office or its Identifiers as soon as it becomes aware of it, by any means. By express agreement between the Parties, any operation carried out by means of the Exhibitor's Identifiers is deemed to emanate from the Exhibitor, who assumes sole liability for it.

It is agreed between the Parties that any breach of this article may result in the suspension of access to the Services by operation of law.

5.1.2. Classification of Products on the Platform

Exhibitors' Products will be presented on the Platform according to the following classification types:

- Category and subcategory (decorative objects, furniture, home textiles, lighting, fashion, kitchen, kids, outdoor, workspace).
- Ranking of sellers (including Exhibitors) on the Platform.
- Sorted by a selection of products made by MAISON & OBJET.

Any User may also use:

- The search engine to search for a specific Product or seller on the Platform (including Exhibitors). In this case, the results corresponding to the User's search will be presented by default to the User according to a relevance criterion determined as follows: priority is given to the Products or sellers on the Platform (including Exhibitors) with the most links to the keywords used by the User.
- Platform filters to refine your search for Products or sellers on the Platform (including Exhibitors).

In any case, any preferential or priority referencing of a Product will be brought to the attention of the User, in accordance with the regulations in force.

5.2. Online intermediation Services

5.2.1. On the conclusion of the Sales Contract

i. On the conditions of sale of the Products:

The Exhibitor is solely liable for the sale (including delivery) of the Products ordered by the Clients.

The sale of the Products by the Exhibitor to the Client is governed by the Sales Contract. In this regard, MAISON & OBJET provides the Exhibitors with a Shop on the Platform allowing them to provide all the pre-contractual information that the Client shall receive according to the current regulations applicable to it.

Consequently, it is specified that the Exhibitor will be liable for:

- the provision of the Sales Contract which includes the Exhibitor's GTC where applicable.; and
- Compliance with the obligations related to the execution of the sale of the Product (follow-up of the Order, delivery of the Product, management of the after-sales service, etc.).

MAISON & OBJET will act as a mere intermediary and cannot be held liable for the conclusion or non-conclusion of the Sales Contract between the Exhibitor and the Clients as well as for the execution of this Sales Contract (delivery, after-sales service, etc.).

The Platform T&C are proposed in order to harmonise the commercial policy applicable to sales of Products on the Platform.

In the event of a gap, absence of the Exhibitor's GTC or contradiction between the Platform T&C and the Exhibitor's GTC, the Platform T&C shall take precedence.

By accepting these GTS the Exhibitor warrants that its Seller's GTC comply in all respects with the Platform T&C. The Exhibitor expressly accepts that the Platform T&C shall take precedence in the event that its Terms of Business do not comply with them.

ii. Product prices :

The price of the Products is freely defined by the Exhibitor, in compliance with the laws and regulations in force. The Exhibitor is liable for the price indicated.

They are expressed in euros before tax (HT) and inclusive of tax (TTC).

iii. On the payment of the Products by the Client:

The Client will have the possibility to pay for the Products according to the payment methods proposed on the Platform, namely by:

- Direct payment through the Platform's PSP (Bank cards, SEPA Direct Debit).

iv. On the Exhibitor's responsibility for the Products:

The Exhibitor acknowledges that it is solely liable for determining the legal and regulatory obligations incumbent upon it, according to its qualifications, its status and the nature of the Products he markets, and for complying with said obligations, particularly regarding measures to protect the environment, notably under the Extended Producer Responsibility for the Products concerned.

In particular, when applicable, the Exhibitor undertakes to ensure any obligation to recall and/or withdraw the Products that may be imposed on it under the conditions imposed by the regulations in force.

The Exhibitor also agrees to provide MAISON & OBJET for any Product concerned the unique identifier provided by article L. 541-10-13 of the French Environment Code and the related documents in order to allow MAISON & OBJET to verify the respect of environmental obligations by the Exhibitor or the producer of the Products.

It is recalled that this identifier shall be mentioned in the Sales Contract provided by the Exhibitor.

The Exhibitor expressly accepts that in the event that it fails to fulfil its obligations, MAISON & OBJET may by right invoice it for all the costs it has to assume in this case.

MAISON & OBJET will not be held liable for any breach of this article by the Exhibitor and, as such, will remove from the Platform any Product Sheet that will have been reported by the competent authorities as being about non-compliant Products.

v. On disputes between the Exhibitor and the Client

It is reminded that MAISON & OBJET is a mere intermediary between the Client and the Exhibitor. MAISON & OBJET cannot be held liable for the execution of the Order, including the sale, delivery or any after-sales service related to the Products.

The Exhibitor, by using the different services offered by MAISON & OBJET to sell its products, acknowledges that it also commits the brand image of MAISON & OBJET. The Exhibitor therefore acknowledges that its actions, which would not respect all the obligations stipulated in this Contract, may have a detrimental effect on MAISON & OBJET.

It is reminded that in the event of a complaint about the Products sold, any Client will have the possibility of declaring it from his Client space, via a dedicated form. The Exhibitor will be immediately informed of any complaints from Clients by email. The Exhibitor will then be invited to take note of the details of the dispute via its Back-Office and to respond, by its own means, as soon as possible.

Concerned about the image of its Platform, MAISON & OBJET invites the Exhibitor to make its best efforts to amicably resolve any dispute between it and the Client and to resolve the dispute within the time limits set out in the KPI Appendix.

vi. *Data resulting from the use of the Services:*

MAISON & OBJET will have access to data from all transactions made through the Platform. In this case, MAISON & OBJET will mainly have access to all the information provided for the Order of the Products (name, surname, delivery address, phone number, billing address).

5.2.2. Payment services

The Payment Services enabling the Exhibitor to be paid by the Client are provided by the Payment Service Provider (PSP).

In order to benefit from the payment services, the Exhibitor must accept the MANGOPAY (PSP provider) FRAMEWORK CONTRACT, which can be accessed via the following links:

- [Link to the French version;](#)
- [Link to the English version.](#)

It is understood between the Parties that these GTS and the general terms and conditions of PSP are interdependent contracts, in accordance with Article 1186 of the French Civil Code.

Thus, MAISON & OBJET may freely, by right and without delay, terminate the present GTS in the event that the PSP terminates its contractual relationship with the Exhibitor and/or in the cases referred to in the paragraph below, without this giving rise to any right to compensation to the Exhibitor.

It is specified that MANGOPAY reserves the right to refuse any request to open a payment account from an Exhibitor. MANGOPAY may also request any additional information or proof from the Exhibitor before carrying out any transaction, and may suspend or close a payment account, on its own initiative and without giving any reason or right to compensation.

Article 6. Financial terms and conditions

6.1. Prices of the Services

6.1.1. Concerning the Service of importing the Products on the Platform

The fees related to the Import Service of Products on the Platform are automatically included in the calculation of the Exhibitor's participation fee (as specified in the Application Form for the Show), according to the formula and options chosen by the Exhibitor.

6.1.2. Concerning the online Intermediation Service

In return for the Intermediation Services, the Exhibitor agrees to pay MAISON & OBJET a commission on each order concluded, according to the conditions mentioned below:

Amount of the order	MOM SEPA /wire transfer commission excl.	MOM CB commission excl.
< 800 € HT	25 €	30 €
800 - 1,500 € EXCL.	50 €	60 €
1,500 - 3,000 € EXCL.	100 €	120 €
>3,000 EXCL.	150 €	-

6.2. Billing of the intermediation service

Subscription to the Intermediation Service gives rise to the financial terms and conditions detailed in Article 6.1.2 of these GTS.

In the event of failure to pay or late payment for this Service, late payment penalties will be calculated as follows:

Late payment penalties = (amount incl. VAT of the invoice x applicable legal rate for the half-year) X (number of days late in the half-year / 365).

The Applicable Legal Rate means the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

Late payment penalties are due on the day following the payment date indicated on the invoice, without any prior notice of default being required.

Any Exhibitor who is late in paying is automatically liable to pay a fixed compensation for collection costs of 40 euros to MAISON & OBJET. When the recovery costs are higher than the amount of this fixed compensation, MAISON & OBJET can ask for an additional compensation, upon justification.

In addition to the late payment penalties, the Exhibitor's failure to pay will automatically lead to the suspension of the said Service until full payment of the sums due by bank card, bank transfer or direct debit.

6.3. Payment by the Exhibitor

The Exhibitor will be paid by the PSP every 5th, 15th or 25th of the month provided that one of the following conditions is met:

- Or, when the Client confirms receipt of their Order via their Account;
- Or, automatically, ten (10) days from the date of dispatch of the Order if the Client has not confirmed receipt of the Order via its Account.

Article 7. Obligations of MAISON & OBJET

7.1. General obligations of MAISON & OBJET

MAISON & OBJET undertakes to perform the Services in compliance with the applicable rules regarding the purpose of the present GTS such as these rules result from the rules of the art, European standards, laws, decrees, orders and national, local or professional legislative, regulatory or administrative texts.

It is expressly agreed between the Parties that MAISON & OBJET is subject to a general obligation of means and that it is not bound to any obligation of result or reinforced means of any kind.

7.2. Financial transparency

In accordance with article 242 bis of the French General Tax Code, MAISON & OBJET undertakes to provide information on the tax and social obligations of persons who carry out commercial transactions through it.

In this respect, the Exhibitor is informed of its civil and fiscal obligations detailed on the following links:

- Concerning tax obligations: <https://www.impots.gouv.fr/portail/node/10841>
- Concerning social obligations: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>

In accordance with article 1649 ter A of the French General Tax Code, the Exhibitor is expressly informed that by January 31st of the year following the year in which transactions were made through MAISON & OBJET, some of the information concerning it will be communicated to the Tax Authorities.

MAISON & OBJET also undertakes to provide annually to the Exhibitor and no later than January 31 of each year, the information transmitted to the tax authorities concerning it (Art. 1649 ter D of the General Tax Code).

The Exhibitor is informed that MAISON & OBJET is obliged to implement the necessary steps to identify it according to article 1649 ter D of the French General Tax Code. Thus, if the Exhibitor refuses after two reminders from MAISON & OBJET to provide the information necessary for it to comply with its obligations, access to these Services may be suspended for a maximum period of sixty days. At the end of this period, if the Exhibitor has not provided the information requested by MAISON & OBJET, MAISON & OBJET may terminate these GTS and delete the Shop and the Content published by the Exhibitor on the Platform under the conditions detailed in article 13 hereof.

Furthermore, the Exhibitor is expressly informed that the information provided to the tax authorities under Article 1649 ter A of the French General Tax Code may be communicated to the tax authorities of another Member State of the European Union or of a State or territory that has concluded an agreement with France permitting automatic exchange of the information provided for in I of the same Article 1649 ter A of the French General Tax Code.

The turnover generated through the Platform shall necessarily be declared to the competent tax authorities in the same way as the income generated by the Exhibitor as part of its usual professional activity. Thus, the Exhibitor remains solely responsible for his VAT declaration obligations, including in the case of cross-border transactions.

Article 8. Exhibitor's obligations

In addition to the obligations detailed in these GTS, the Exhibitor also undertakes to take care of its relationship with the Client. In this respect, the Exhibitor undertakes to adopt a courteous and respectful communication with the Clients and to do its utmost to reply to them within the time limit determined in Appendix 1 "KPI".

In this respect, the Exhibitor undertakes to adopt courteous and respectful communication with the Clients.

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As a publisher within the meaning of French regulations and case law, the Exhibitor is solely liable for the Content published on the Platform and/or communicated by him for publication in the communication tools of the Show and Platform (application, website, social networks, emailings, digital advertising and sponsored content, etc.).

As such, the Exhibitor is liable for any litigation and legal proceedings relating to its data and Content. MAISON & OBJET cannot be held liable for any violation of third party rights or, for example, for errors or omissions.

The Exhibitor also acknowledges that it is the owner of the Products it is marketing and/or that it holds all authorisations for their marketing, in particular from the public authorities or from third parties in their capacity as distributors.

In order to allow MAISON & OBJET to perform the Services in the best conditions, the Exhibitor agrees to:

- To offer for sale Products that meet the quality and image criteria defined by MAISON&OBJET
- Ensure that all necessary authorisations for the sale of the Products are maintained;
- Comply with the "KPI" Annex of the present document defining the quality commitments of the Seller with regard to the Platform;
- Regularly connect to the Back-Office to monitor the status of orders and update the status of stocks;
- Provide all documents and information in its possession that are useful for the performance of the Services and to keep them up to date;
- To hold the intellectual property rights or any required authorisation on all the Content, information and documents transmitted;
- Make a regular backup of its Contents.

Each Exhibitor undertakes to:

- To guarantee the legality and conformity of the Products sold to the Clients;
- To collaborate with MAISON & OBJET to the extent required, without its intervention being qualified as interference;
- Pay the price for (1) the organisation of the Show, for (2) the Services and (3) the Intermediation Services;
- Regularly back up its data on its Back-Office.

In any case, each Exhibitor is obliged to:

- Not to disseminate any content, data, information, and where applicable, not to offer Products contrary to public morality or order;
- Not to divert the purpose of the Services to divert Clients to its site or to commit crimes, misdemeanours or contraventions punishable by the penal code or any other law;
- Respect the privacy of third parties and the confidentiality of exchanges with MAISON & OBJET;
- Comply with all laws, regulations in force governing communication on the Internet (including, but not limited to, the Law for a Digital Republic of 7 October 2016, the Macron Law of 25 August 2015, the Hamon Law of 17 March 2014, the Law for Confidence in the Digital Economy of 21 June 2004) and/or rules that may prevent, limit or regulate the dissemination of information or data, and without this being exhaustive, to comply with the French Data Protection Act of 6 January 1978 as amended by the Act of 20 June 2018, the RGPD, the codes of good conduct and Netiquette, the rules of the art as established for example by the CNIL (Commission Nationale Informatique et Libertés / www.cnil.fr) or the FEVAD (Fédération des Entreprises de Vente à Distance / www.fevad.com), the protection of privacy and respect for property rights. It is specified that this obligation is extended to compliance with the standards in force in each country targeted by the Exhibitor in its campaigns;
- Ensure that its suppliers and manufacturers comply with the European legislation in force relating to the general safety of Products as well as national and European laws, standards and regulations, including, but not limited to, compliance with the general safety obligation (EU Directive 2001/95), compliance with the requirements of sectoral regulations, compliance with the claims associated with the Products, as well as compliance with the information obligations set out in French Law no. 2020-105 of February, 10 of 2020 relating to the fight against waste and the circular economy (*examples: consumer information on the environmental qualities and characteristics of the Product or its reparability index, compliance with the conditions for affixing information on the packaging or relating to the sorting methods for the Product, etc.*).
- Not to seek to undermine the automated data processing systems implemented for the operation of the Platform within the meaning of Articles 323-1 et seq. of the French Penal Code;
- Not to violate or attempt to violate the security or integrity of the Platform, to communicate any misleading information, to use the information for any unlawful purpose.
- To respect the MAISON&OBJET's status as a database producer by not making any substantial extraction of the content of the Platform.

Article 9. Intellectual property

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Each of the Parties shall retain ownership of the knowledge, know-how, processes, information, technical, industrial or commercial data, supplies, software and other creations that it possessed prior to the conclusion of these GTS.

9.1. Ownership of Exhibitors' intellectual property rights

As part of the Services, Exhibitors may publish or share Content belonging to them or to third parties and for which they hold the distribution rights.

Any Exhibitor uploading Content to the Platform or via its Back-Office (its Shop, its Product Sheets, etc.), and/or transmitting Content to MAISON&OBJET, within the framework of the Digital Services ordered, guarantees that it has the right to make a representation of all the intangible elements presented in the Content.

Furthermore, the Exhibitor grants for the entire duration of the relationship between the Parties, and until the end of these GTS for any reason whatsoever, a non-exclusive licence to reproduce, translate, modify this Content for the purpose of promoting the Platform or on any medium of its choice, digital or otherwise, or to improve the Platform. This licence is granted for the whole world.

9.2 Ownership of intellectual property rights by MAISON & OBJET

The Exhibitor expressly acknowledges the intellectual property rights of MAISON & OBJET and, if applicable, its licensors on the Platform, its components and related elements and waives the right to contest these rights in any form whatsoever.

The Platform, its components and related elements, including but not limited to logos, slogans, graphics, photographs, animations, videos, software, databases and texts created, published or registered by MAISON & OBJET on the Platform - with the exception of the Content provided and/or belonging to the Exhibitor - are the exclusive property of MAISON & OBJET and cannot be reproduced, used or represented without prior express authorisation, under penalty of legal action.

In this respect, the Client is prohibited from:

- To use the names "MAISON & OBJET" in its campaigns without the prior written consent of MAISON & OBJET; and
- To create any confusion with MAISON & OBJET in the context of its advertising campaigns and/or promotional announcements.

Any representation or reproduction, in whole or in part, of the Platform, its components and its content, by any means whatsoever, without the prior express permission of MAISON & OBJET is prohibited and will constitute an infringement punishable by the provisions of the French Intellectual Property Code.

In particular, MAISON & OBJET expressly prohibits, by any means whatsoever, the adaptation, modification, decompilation, disassembly, combination of all or part of the Platform with another solution, copying, reproduction, transcoding or reverse engineering of all or part of the Platform as well as the identification of all or part of the source code.

Article 10 Personal data

Each Party guarantees the other Party's compliance with the legal and regulatory obligations incumbent upon it in relation to its role in the protection of personal data.

10.1. Concerning the processing carried out by MAISON & OBJET

Within the framework of the Services, MAISON & OBJET is liable for the processing of the Exhibitor's personal data.

These data are processed solely for:

- Import of the three Products on the Platform;
- Connecting with Clients.

All of the Exhibitor's data will be processed in accordance with these purposes.

The Exhibitor's personal data are kept for the duration of the GTS and for an additional period of three (3) years from the end of the commercial relationship, and are intended for MAISON & OBJET and all service providers associated with the operation of the Platform.

The Exhibitor benefits in particular from the following rights:

- Rights of access, rectification, updating, portability and deletion of information concerning it/her, as well as a right to limit processing in accordance with Articles 49, 50, 51, 53 and 55 of the Data Protection Act and the provisions of Articles 15, 16, 17 and 18 of the GDPR;
- Right to object on legitimate grounds in accordance with the provisions of Article 56 of the Data Protection Act and Article 21 of the GDPR;
- Right to define the fate of his data after his death, and choose to communicate or not to MAISON & OBJET, his data to a third party that has been previously designated. In case of death and without instructions from the Exhibitor, MAISON & OBJET will destroy his data, except if the conservation is necessary for evidential purposes or to meet a legal obligation.

The Exhibitor may exercise his rights by sending an e-mail to exercervosdroits@safisalons.fr

All information related to the processing of personal data by MAISON & OBJET is detailed in the Privacy Policy available here: <https://www.maison-objet.com/paris/mentions-legales>

10.2 Concerning the processing carried out by the PSP

Information relating to the processing of personal data by the Payment Service Provider is available on the Mangopay commercial website at the following address: <https://mangopay.com/privacy-statement>.

10.3 Users agree to consult the privacy policies of the Organizer and/or the PSP periodically, as they are aware that these may be adapted according to changes in their personal data processing activities or the applicable regulations, with the latest version published on the Organizer and/or PSP commercial websites prevailing.

10.4 Concerning the processing carried out by the Exhibitor

The Exhibitor is required to collect and process the personal data of Clients in the context of using the Platform. In this respect, it guarantees that it will process this data in compliance with the rights and obligations arising from the French "Data Protection Act" and all other "Personal Data Protection Acts".

"Personal Data Protection Laws" means all laws, rules, regulations, directives, decrees, orders or other legal obligations applicable to the protection or processing of Personal Data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"), and any legislation, rules or other regulations of the European Union (the "Union"), any Member State of the Union, Switzerland or the United Kingdom, implementing, arising from or relating to them.

The Exhibitor shall be liable for the processing of the Client's personal data from the time of the connection and for the execution of the Sales Contract.

The purpose of this processing is the follow-up, the management of the Orders and the execution of the Sales Contract.

Insofar as MAISON & OBJET and the Exhibitor autonomously determine the modalities and purposes of the processing, the Parties are considered as separate data controllers.

In this respect, the Parties expressly agree that the Exhibitor, as the controller of the processing operations referred to above, will use all means in its possession to ensure the security and confidentiality of the personal data entrusted to it, in such a way that its processing of Personal Data meets the requirements of the applicable GDPR (including all measures required under Article 32 thereof), ensures the protection of the rights of the data subjects and provides a level of protection at least comparable to the protection required by the "Personal Data Protection Laws".

Article 11. Liability

11.1. General principles

MAISON & OBJET will not be held liable for the non-performance or poor performance of the contractual obligations by the Exhibitor, especially regarding the import and marketing of Products on the Platform.

In the same way, MAISON & OBJET will be released from any liability:

- Related to the actual execution of the Sales Contract concluded between the Exhibitor and the Client;
- In the event of force majeure as defined by the applicable case law and in the article "*Force Majeure*" of these GTS;
- In case of non-payment by the Exhibitor ;
- In the event of a breach of these conditions by the Exhibitor.

11.2. On the liability of MAISON & OBJET as host

The Exhibitor acknowledges by these GTS that MAISON & OBJET is the host of its Content. As such, MAISON & OBJET reserves the right to remove any content published on the Platform and/or in the Show's communication tools (website, social networks, newsletters, etc.), that will have been reported to it and that it will consider as obviously illicit in the sense of article 6 I 2° of the law of June 21, 2004 for the confidence in the digital economy called LCEN, and suspend the execution of the Services under the conditions provided below.

11.3 On the Exhibitor's liability as publisher of the Content

The Exhibitor is solely liability for the commitments it makes to the Platform's Clients, particularly in the context of the Product Sheets published.

The Exhibitor guarantees that it has all the rights to its Content and acknowledges that it is aware that MAISON & OBJET may take action against it in the event of any action or recourse against MAISON & OBJET for copying, counterfeiting, imitation and generally for any reproduction and representation of all or part of the data and Content published by the Exhibitor and/or communicated by the Exhibitor for publication in the Show's communication tools. In the event of a claim by a third party against MAISON & OBJET, in particular in relation to a Product of the Exhibitor, the Exhibitor will indemnify MAISON & OBJET for all expenses reasonably incurred by MAISON & OBJET in its defence and for any possible condemnation it may suffer.

As such, the Exhibitor guarantees MAISON & OBJET against any recourse or action that any third party may take.

The exhibitor assumes full responsibility for his products and Contents vis-à-vis third parties, MAISON & OBJET cannot be held liable in any way.

Article 12. Force Majeure

MAISON & OBJET cannot be held liable if the non-execution or the delay in the execution of one of its obligations described in these GTS is due to a case of force majeure.

Force majeure in contractual matters occurs when an event beyond the debtor's control, which could not reasonably be foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from performing his obligation.

If the impediment is temporary, performance of the obligation shall be suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract shall be terminated ipso jure and the parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In the event of one of the above-mentioned events, MAISON & OBJET will try to inform the Exhibitor as soon as possible.

Article 13. Duration of the GTS - Termination

13.1. Duration

These GTS are concluded for the duration of the provision of Services to the Exhibitor, within the framework of their participation in the relevant edition of the Maison&Objet. This duration of Services provision is specified in the Application Form at the Show.

13.2 Termination

The Exhibitor is informed that these GTS may be terminated without compensation to the Exhibitor and without prior notice in the following cases:

- In case of serious and repeated violation of these provisions ;
- In case of termination of the General Rules of MAISON & OBJET for any reason whatsoever;
- In case of violation of the laws and regulations in force ;
- In the event of an infringement of public order, good morals or the rights of a third party, particularly with regard to Content published by the Exhibitor;
- If there is an urgent need to stop the Exhibitor's actions.

13.3 Consequences of termination

Any termination, cancellation or rescission of the Contract, for whatever reason, automatically results in the cancellation of access to the Services offered to the Exhibitor.

MAISON & OBJET reserves the right to refer to the Exhibitor any complaint initiated by a Client concerning the Orders and will keep the possibility to communicate with the Exhibitor for an additional period of twelve (12) months from the reception of the termination letter.

The sections "Intellectual Property", "Liability" and "Personal Data" shall survive for a period of two (2) years from the termination of the GTS for any reason.

Article 14. Confidentiality

Each Party undertakes to use the Confidential Information, directly or indirectly, in whole or in part, only for the strict performance of this Contract.

Any established disclosure may engage the liability of its author, regardless of the cause of the disclosure.

The obligations of confidentiality set out in this clause shall not apply to all or any part of the Confidential Information to the extent that :

- (a) It was legally held by the receiving party prior to disclosure;
- (b) It has been lawfully disclosed to the receiving party by a third party without restriction of disclosure;
- (c) They are subject to a legal obligation of disclosure by any competent court, authority or administration.

This confidentiality clause shall continue after the expiry of the Contract until the Confidential Information is no longer confidential under this article and has thus fallen into the public domain within the statutory periods.

Article 15. Guarantees

Each Party undertakes and warrants to the other Party that:

- It has the power and authority to enter into this Contract and will secure and maintain, during the course of the relationship, all the necessary authorisations, if any, to perform its obligations;
- It holds, or has been granted the rights to use for the purposes of this Contract, all the intellectual property rights necessary to fulfil its obligations;
- It shall perform its obligations under this Contract in accordance with all applicable laws and with reasonable care and skill;
- It shall not do or omit to do anything that would result in a breach of any applicable law or regulation by the other Party; and
- It will not denigrate the other Party.

Article 16. Insurance

MAISON & OBJET is insured for the consequences of its civil liability with a solvent insurance company. MAISON & OBJET commits to maintain this insurance policy during the whole duration of the Services and to bring the proof, upon request, to the Exhibitor, by providing a certificate from its insurer, listing the guarantees subscribed, their amount and their validity period.

Article 17. General Provisions - Independence

In case of any discrepancy between the English language version and the French language version of this Contract, the latter must prevail.

If any of the provisions of the GTS should be invalid under a legislative or regulatory provision in force and/or a court decision having the force of res judicata, it shall be deemed unwritten but shall in no way affect the validity of the other clauses which shall remain fully applicable.

Each of the Parties is a legal entity independent of the other, whether from a legal or financial point of view. Thus each Party acts in its own name and under its own responsibility.

Neither Party shall be deemed to be the representative of the other and shall not act or bind itself on behalf of the other.

This Contract excludes any subordination or intention to create a de facto company between the Parties.

Nevertheless, each of the Parties undertakes always to behave towards the other as a loyal partner and in good faith, and in particular to bring to the attention of the other Party without delay any dispute or difficulty that it may encounter in the performance of this Contract.

Article 18. Applicable law - Jurisdiction

These GTS, their execution and interpretation are subject exclusively to French law.

The Parties shall endeavour to settle amicably any dispute arising between them concerning the interpretation, performance or termination of these GTS

IN THE ABSENCE OF AN AMICABLE WITHIN ONE (1) MONTH FROM THE DATE OF REFERRAL BY ONE OF THE PARTIES, THE DISPUTE MAY BE SUBMITTED TO THE JURISDICTIONS OF THE COURT OF APPEAL OF PARIS, TO WHICH JURISDICTION IS EXPRESSLY GRANTED, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR GUARANTEE APPEALS, INCLUDING FOR EMERGENCY PROCEDURES OR PROTECTIVE PROCEDURES, IN REFEREE OR BY PETITION.

Annex 1: Key Performance Indicators

The Seller undertakes to comply with the following performance indicators in order not to damage the image of the Operator's brands and the Platform:

- **Order acceptance time / Product availability confirmation time:** two (2) Working Days
- **Order dispatch time:** shall comply with the dispatch time indicated on its Product Sheet.
- **Number of customer complaints:** less than or equal to 10% of orders
- **Time limit for responding to a complaint or other request:** 48 working hours from receipt of the notification; the Seller's response to the Client shall be given through the Seller's Back Office

Annex 2: Platform T&C

Preamble

The Platform published by SAFI SALONS FRANÇAIS ET INTERNATIONAUX, a public limited company with a Management Board and a Supervisory Board, registered in the Paris Trade and Companies Register under number 388 424 129, whose registered office is located at 6-8 rue Chaptal 75009 PARIS (hereinafter "**MAISON & OBJET**" or "**the Operator**") and accessible at the following address: <https://mom.maison-objet.com> (hereinafter "**the Platform**") offers an intermediation service between professional sellers (hereinafter "**the Sellers**") and professional buyers (hereinafter "**the Clients**") for selling objects and home objects and accessories (decorations, home textiles, lighting, fashion, kitchen furniture, children's items, outdoor furniture, etc.) (hereinafter "**the Products**").

These Platform General Terms and Conditions govern the purchase of Products offered by the Seller to the Client (hereinafter collectively referred to as "**the Parties**"), through the Platform.

It is expressly stated that the Operator is not a party to these Commercial Conditions, which are concluded between the Client and the Vendor.

These Platform General Terms and Conditions shall apply in the first instance:

- In the lack of the Seller's GTC;
- In case of gaps in these;
- Finally, if there is a contradiction between the Seller's GTC and these Platform General Terms and Conditions.

Article 1. Definitions

The terms used below have the following meanings in these Platform General Terms and Conditions:

- **"Account"**: means the interface hosted on the Platform in which all the data provided by the Client is grouped and which enables the Client to manage its Orders. Access to the Account is made through the Identifiers.
- **"Client"**: means any person who guarantees to be a professional as defined by French law and jurisprudence, who accesses the Platform by registering and who can Order a Product from the Seller of their choice. In this respect, it is expressly stipulated that the Client is a natural or legal person, public or private, acting for commercial, industrial, craft, liberal or agricultural purposes.
- **"General Terms and Conditions of Use"** or "**GTU**": means the contractual terms and conditions made available on the Platform's homepage governing the use of the Platform and which all users of the Platform must accept when registering on the Platform, whether they are Clients or Sellers.
- **"General Terms of Service"** or "**GTS**": means the contractual terms and business conditions concluded

between the Seller and the Operator, including any annexes.

- **"Identifiers"**: means the identifiers automatically generated on the Platform allowing the Seller to access its Back Office, and the email address and password chosen by the Client when creating its Account.
- **"Order"**: means any purchase of Products by a Client on the Platform.
- **"Parties"**: in the plural, means the Operator and the Seller together. In the singular, means the Operator or the Seller, indiscriminately.
- **"Payment Service Provider"** or "**PSP**": means the company holding a banking licence, providing payment services to Sellers to enable them to collect payments from Clients. The Operator's Payment Service Provider is: MANGOPAY SA, a public limited company under Luxembourg law, with a capital of 24,700,000 euros, whose registered office is located at 2, avenue Amélie, L-1125 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B173459;
- **"Platform"** means the online platform available at the following address: <https://mom.maison-objet.com>. The Platform includes all the web pages, Services and functionalities offered to users.
- **"Platform General Terms and Conditions"** or "**Platform T&C**": means to the present terms and conditions of sale applicable on the Platform and intended to complete or replace the Seller's GTC in case of lack, deficiency or incompatibility with The Platform T&C.
- **"Product"**: means any object or accessory for home use, namely: decorations, home textiles, lighting, fashion, kitchen furniture, children's items, outdoor furniture, etc. and belonging to the categories that can be sold on the Platform.
- **"Product Sheet"**: means the commercial offer related to a Product drawn up by the Seller, which must provide all the essential information required by law.
- **"Sales Contract"**: means to the contractual framework for the sale of the Product via the Platform. The Sales Contract is made up of:
 - The Product Sheet;
 - The Seller's GTC;
 - The Platform T&C, if applicable. It is specified that in case of gaps or absence of the Seller's GTC, or of a contradiction between the Seller's GTC and The Platform T&C, the latter shall take precedence.
- **"Seller"**: means any sales professional who has subscribed to the Services offered by the Operator on the Platform. The Seller is established within the European Union.
- **"Seller's Specific Terms and Conditions of Sale"** or "**Seller's GTC**": means the Seller's specific General Terms

and Conditions of Sale that the Seller has uploaded to the Platform to govern, by default, the sales of its Products concluded via the Platform with Clients.

Article 2. Subject

The present Platform General Terms and Conditions are proposed in order to harmonise the commercial policy applicable to the sale of Products on the Platform.

In case of lack, deficiency or contradiction between the Seller's GTC and these Platform General Terms and Conditions, these Platform General Terms and Conditions shall apply.

The documents will prevail in the following order:

- Product Sheet ;
- Platform T&C ;
- Seller's GTC.

Article 3. Acceptance of The Platform T&C

The Client undertakes to read these Platform General Terms and Conditions carefully and to accept them expressly before proceeding to payment for a Product Order entered on the Platform.

It is hereby specified that the Client shall be able to read these Platform General Terms and Conditions at the time of ordering a Product from the Seller by means of a hypertext link and must be consulted before placing the Order. The Client is invited to carefully read, download and print out The Platform General Terms and Conditions available at the time of the Order and to keep a copy thereof.

The Client is advised to read The Platform General Terms and Conditions available on the Platform for each new Order, the latest version of The Platform General Terms and Conditions applying to any new Order for Products.

Prior to placing an Order, the Client declares that he/she has full legal capacity to enter into any Sales Contract.

By confirming the Order, the Client acknowledges that he/she has read, understood and accepted The Platform General Terms and Conditions without limitation or condition.

Article 4. Client information

In order to place an Order, the Client must register on the Platform in order to have an Account, in accordance with the terms and conditions set out in the Platform's Terms of Use.

Using his Identifiers, the Client may log on to his Account and place an Order for Products with the Seller.

The Client agrees to place Orders exclusively for professional purposes.

The information that the Client provides to the Seller when placing an Order must be complete, accurate and up-to-date.

The Seller reserves the right to ask the Client to confirm, by any appropriate means, his identity, eligibility and the information provided.

Article 5. Order Process

5.1. Product characteristics

The Seller undertakes to present the essential characteristics of the Products in its Product Sheets and the information required under the applicable law.

Depending on the Product, the Seller will indicate in particular:

- Product description;
- Advice on use;
- The reference ;
- Technical characteristics ;
- The environmental qualities and characteristics of any Product that generates waste (incorporation of recycled material, use of renewable resources, durability, reusability, recyclability and presence of dangerous substances);
- The applicable sorting rules.

Consequently, the Client undertakes to read them carefully before placing an Order on the Platform.

The Client acknowledges that he/she has checked the suitability of the offer and the Products for his/her needs.

The Seller guarantees that the Products sold comply with the European legislation in force and the standards applicable in France.

5.2. Sales Contract

Orders are governed by the present Platform General Terms and Conditions, which supplement or replace, where applicable, the Seller's GTC, accessible on its brand page.

In the event of a contradiction between the Seller's GTC and The Platform General Terms and Conditions, or in the event that the Seller's GTC is absent or incomplete on any point, the provisions of The Platform General Terms and Conditions shall take precedence.

The essential characteristics of the Products and the information required by applicable law are included in the Product Sheet or in the Seller's GTC, if applicable.

5.3. Order process

Orders for Products are placed directly on the Platform. To place an Order, the Client must follow the steps described below.

5.3.1. Selecting the Products

To select the Product(s) of his choice, the Client is invited to connect to his Account or to create an Account, under the conditions defined in the Terms of Use.

The Client must select the Product(s) of his/her choice by clicking on the Product(s) concerned and choosing the desired quantity or, if applicable, the characteristics of the desired Product (colour, size, etc.).

Once the Product has been selected, it is placed in the Client's shopping cart. The Client may add as many Products as he/she wishes to his/her shopping cart.

5.3.2. Orders

Once the Product has been placed in the shopping cart, the Client must click on the shopping cart and check that the contents of the Order are accurate.

The Client is invited to check the content of the Order (including the quantity and reference numbers of the Products ordered, the price and the delivery address) and to provide all the information required for the billing before validating the content of the Order. The Client shall then read these Platform General Terms and Conditions and, where applicable, the Seller's GTC, and shall accept them when validating their Order.

Once the Order has been verified, the Client shall proceed with the secure payment of the Product(s) by following the instructions on the Payment Service Provider's secure area.

Orders placed must include all the information required for their processing.

The Client is expressly informed that the Seller shall have the right to refuse any Order received, provided that it can be justified on one of the following exceptional grounds

- Out of stock ;
- The Product is no longer available;
- The Product is no longer on the market;
- Other reason.

5.3.3. Acknowledgement of receipt

Once all the steps described above have been completed, a page will appear on the Platform to acknowledge receipt of the Client's Order. A copy of the acknowledgement of receipt of the Order is automatically sent to the Client by e-mail, provided that the e-mail address provided in the registration form or in the Account is correct.

5.3.4. Billing

During the Order process, the Client will be required to enter the necessary billing information.

In particular, the Client must clearly indicate all information relating to the delivery, in particular the exact delivery address, as well as any possible access code to the delivery address.

On the Payment Service Provider's security area, the Client must also specify the chosen payment method.

Neither the order form that the Client draws up online, nor the acknowledgement of receipt sent to the Client by e-mail, constitutes an invoice. Regardless of the method of order or payment used, the Client may access the invoice from his Account.

5.4. Prices

For all Products, the Client will find on the Seller's Product Sheets on the Platform prices displayed in euros before tax (HT) and in euros inclusive of tax (TTC), as well as the applicable delivery costs according to the delivery methods offered.

In particular, the prices include Value Added Tax (VAT) at the rate applicable on the date of the Order. Any change in the applicable rate may affect the price of the Products as from the date on which the new rate comes into force.

The prices indicated are valid, except in the case of a gross error. The applicable price is the one indicated on the date the Order is placed by the Client.

5.5. Products Availability

An unavailable Product is generally not displayed on the Platform.

In any event, it should be remembered that the Operator shall not be held responsible for the unavailability of a Product or for any consequence on the Order or for the cancellation of the latter, as the sales transaction is carried out under the sole and entire responsibility of the Seller.

If the unavailability was not indicated at the time of the Order, the Seller undertakes to refuse the Client's order by selecting the reason: The Product is no longer available.

Article 6. Payment

Payments made in connection with Orders via the Platform are handled by the Payment Service Provider, as the Operator does not come into possession of the financial flows corresponding to the payments.

6.1. Method of payment

The Client can pay for his Products online on the Platform according to the proposed payment methods, i.e. by :

- Credit card;
- SEPA Direct Debit;
- Wire transfer

When choosing a payment method, the Client will be redirected to a secure area corresponding to this choice, in order to proceed with the payment. The Client acknowledges that all payments on the Platform are made via the Payment Service Provider managing the financial flows.

In this context, the Client guarantees the Seller that he/she holds all the necessary authorisations to use the chosen means of payment.

All necessary measures will then be taken to guarantee the security and confidentiality of the data transmitted online as part of the online payment on the Platform.

6.2. Payment term

In case of payment by credit card, SEPA direct debit or Wire transfer

The Client's bank account shall be debited as soon as the Seller has accepted the Order placed on the Platform.

6.3. Payment denial

In the event that, for any reason whatsoever, opposition, refusal or otherwise, the transmission of the flow of money due by the Client proves impossible, the Order and the sale shall be cancelled.

6.4. Payment terms

In case of failure or delay in payment, the Seller applies late payment penalties computed as follows:

Late penalties = (amount of the invoice including VAT * LEGAL RATE APPLICABLE FOR THE HALF YEAR) * (number of days late in the half year / 365)

The Applicable Legal Rate is understood to be the interest rate applied by the European Central Bank to its most recent refinancing operation plus 3 percentage points.

Late payment penalties are due on the day following the payment date mentioned on the invoice without the need for a reminder. Any Client in a situation of late payment is automatically liable to the creditor for a flat-rate indemnity for recovery costs in the amount of 40 euros. When the recovery costs incurred exceed the amount of the flat-rate indemnity, the Seller may request additional compensation, upon justification.

Article 7. Delivery

The terms of Delivery are detailed in **Annex 1 - Delivery Policy**.

Article 8. Transfer of risk and ownership

Unless otherwise specifically agreed between the Parties, the transfer to Client of the risks of theft, loss, damage or destruction occurs during the delivery or, in the case of handover to a carrier, upon handover of the goods to the first carrier.

Article 9. Guarantees against hidden defects

Apart from the commercial guarantees that the Seller could offer for some Products, every Client benefits from the guarantee against hidden defects for all Products.

The Seller is bound by the warranty for hidden defects of the Product sold which make it unfit for the use for which it was intended, or which reduce this use to such an extent that the Client would not have acquired it, or would only have given a lower price for it, if he had known about them ([Article 1641 of the French Civil Code](#)).

This guarantee allows the Client, who can prove the existence of a hidden defect, to choose between reimbursement of the price of the Product if it is returned, or to keep the Product and have part of the price refunded. ([Article 1644 of the French Civil Code](#))

The action resulting from redhibitory defects must be brought by the Client within two (2) years of the discovery of the defect. ([Paragraph 1 of Article 1648 of the French Civil Code](#))

Article 10. Liability

Unless otherwise provided for by public policy, the Seller shall not be liable for any damages of any kind resulting directly or indirectly from the use or inability to use the Products and in particular:

- The Seller shall not be liable for any special, indirect or consequential damages such as, but not limited to, loss of production, loss of profits, even if the Client has been advised of the possibility of such damages or losses;
- The Seller shall not be liable for any loss or destruction of any property, damage or expense arising directly or indirectly from the Client's use, misuse or inability to use the Product, either independently or in combination with another product;
- The Seller shall not be liable for any commercial loss of any kind.

Under no circumstances shall the contractual liability of the Seller, as it may be incurred in application of these Platform General Terms and Conditions of the Platform, exceed the amount of the sums paid or remaining to be paid by the Client for the purchase of the Product in question.

Article 11. Force Majeure

The Seller shall not be liable if the non-performance or delay in the performance of any of its obligations described in these Platform General Terms and Conditions is due to force majeure. Force majeure in contractual matters occurs when an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of The Platform General Terms and Conditions and the effects of which cannot be avoided by appropriate measures, prevents the debtor from performing his obligation.

If the impediment is temporary, performance of the obligation is postponed unless the resulting delay justifies termination of the contract. If the impediment is definitive, The Platform General Terms and Conditions shall be automatically terminated and the Parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

If one of the aforementioned events occurs, the Seller shall inform the Client as soon as possible.

Article 12. Personal data

The Seller may collect and process the personal data of the Platform's Clients when ordering Products. In this respect, the Seller guarantees that it will process such data in compliance with the rights and obligations arising from the French Data Protection Act (Law no. 78-17 of 6 January 1978) as amended, and the General Data Protection Regulation (GDPR).

From the moment the Client places an Order, the Seller shall be responsible for the processing of the Client's personal data .

The Client's data is kept confidentially by the Seller, for the purposes of the Contract, its execution and in compliance with the law, for a maximum period of three (3) years from the end of the commercial relationship.

In accordance with the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms and the GDPR, the Seller ensures the implementation of the rights of the persons concerned.

It is reminded that the Client whose personal data is processed has the right to access, rectify, update, portability and delete information concerning him/her, as well as the right to limit processing in accordance with Articles 49, 50, 51, 53 and 55 of the French Data Protection Act and the provisions of Articles 15, 16, 17 and 18 of the GDPR.

In accordance with the provisions of Article 56 of the French Data Protection Act and Article 21 of the GDPR, the Client may also, for legitimate reasons, object to the processing of data concerning him/her, without reason and without charge.

The Client may also define the fate of his data after his death and choose whether or not the Seller will communicate his data to a third party that the Client will have previously designated.

The Client may exercise all these rights :

- By sending an e-mail to exercervosdroits@safisalons.fr ;
- By sending a letter to the Operator at the following address: 6-8 rue Chaptal, 75009 - Paris.

The Client may exercise all these rights by sending a complaint to the Seller.

Finally, the Client may also lodge a complaint with the supervisory authorities, in particular the CNIL (<https://www.cnil.fr/fr/plaintes>).

The entire policy relating to the processing of personal data by the Operator is detailed in the Platform's Privacy Policy which can be accessed here: <https://www.maison-objet.com/paris/mentions-legales>

Article 13. Complaints

Any Client shall have the right to make a complaint to the Seller regarding an Order for Products. Complaints may only be made about missing, damaged or obviously non-conforming Products. The Client may contact the Seller from his Account as soon as he receives any Product concerning the ordered Products or in the lack of receipt of the ordered Products.

To do so, the Client shall also indicate the number of the relevant Order.

Any dispute in connection with the Product Order shall be settled directly between the Client and the Seller, who are the only Parties to these Platform General Terms and Conditions.

The Seller and/or the Client may nevertheless request the Operator to act as mediator between them, from their respective interface via the Platform's customer service, provided that they have previously contacted the Seller in the context of their complaint and have not received a response in accordance with the GTS.

Article 14. Validity of The Platform T&C

Any change in the applicable law or regulation, or any decision of a competent court invalidating one or more clauses of these Platform General Terms and Conditions shall not affect the validity of this Contract. Such a modification or decision does not authorise the Clients to disregard these Platform General Terms and Conditions.

Article 15. Modification of The Platform T&C

These Platform General Terms and Conditions of the Platform are accurately dated and may be amended and updated at any time.

It is however specified that the applicable Platform General Terms and Conditions are those in force at the time of the Order. Thus, any changes made to The Platform General Terms and Conditions shall not apply to Products already ordered.

Article 16. General Provisions

In case of any discrepancy between the English language version and the French language version of this Contract, the latter must prevail.

Article 17. Applicable law – Competent Jurisdiction

THE PRESENT TERMS OF BUSINESS AS WELL AS THE RELATIONSHIP BETWEEN THE CUSTOMER AND THE SELLER ARE GOVERNED BY FRENCH LAW.

IN THE EVENT OF A DISPUTE, ONLY THE FRENCH COURTS WILL HAVE JURISDICTION.

In the event of a dispute between the Seller and the Client concerning the interpretation, performance or termination of these Platform General Terms and Conditions, the Parties shall endeavour to settle it amicably.

IN THE ABSENCE OF AN OUT OF COURT AGREEMENT WITHIN ONE (1) MONTH FROM THE DATE OF REFERRAL BY ONE OF THE PARTIES, THE DISPUTE MAY BE REFERRED TO THE JURISDICTIONS OF THE COURT OF APPEAL OF PARIS, TO WHICH JURISDICTION IS EXPRESSLY GRANTED, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR GUARANTEE APPEALS, INCLUDING FOR EMERGENCY PROCEDURES OR PROTECTIVE PROCEDURES, IN REFEREE OR BY MOTION.

The Client and the Seller expressly agree that all of their exchanges and actions carried out via the Platform shall have the force of evidence and may be used in support of any of their claims before any authority, administration or jurisdiction.

Annex 1 of the Platform T&C: Delivery policy

Delivery area

The standard delivery area is the territory of the European Union and the ultra-marine territories attached to one of the member countries of the European Union, it being specified that the Seller may restrict the geographical delivery area. This information is indicated on the Product Sheet and/or the Seller's GTC.

It is not possible to place an Order for any delivery address outside this delivery area. Products are shipped to the delivery address indicated by the Client during the Order process.

Shipping time

The time required to prepare an Order, before dispatching Products in stock, is mentioned on the Product Sheet or, failing that, in the Seller's GTC. These times do not include weekends or public holidays.

An electronic message will automatically be sent to the Client at the time of shipment of the Products, provided that the e-mail address in the registration form is correct.

Delivery times & costs

During the Order process, the Seller shall indicate to the Client the possible delivery times and shipping options for the Products purchased.

Shipping costs are calculated according to the method of delivery and the weight of the Product(s) purchased.

The amount of these costs shall be payable by the Client in addition to the price of the Products purchased.

Terms of delivery

The terms of Delivery are detailed on the Seller's Product Sheet or, failing that, in the Seller's GTC. The Seller undertakes to respect the delivery method chosen by the Client from among those offered by the Seller. The Seller may only dispatch an Order at one time.

Delivery issues

The delivery time indicated at the time of the Order is given as an indication only and is in no way guaranteed.

Consequently, any delay in the provision of the Products shall not give rise to any claim on the part of the Client:

- The award of damages;
- Allocation of penalties;
- The cancellation of the order.

It is the Client's responsibility to check the Products delivered upon delivery.

In the event of missing or damaged Products or apparent non-conformity, the Client must make all the necessary reserves via the complaint form accessible from his Account.

Otherwise, the Client shall be deemed to have accepted the Products without reserve after 10 (ten) days after dispatch of the Products.

The Client shall provide any justification as to the reality of the defects observed, the Seller reserves the right to proceed, directly or indirectly, to any on-site observation and verification. The return of non-conforming Products is subject to the Seller's prior acceptance. Failing this, the Client shall be deemed to have accepted the Products without reserve.

In the event of non-payment in its entirety of an invoice that has fallen due, after formal notice has remained without effect within forty-eight (48) hours, the Seller reserves the right to suspend all current and/or future deliveries.

In the event that the Client waives his Order, the Seller reserves the right to reclaim the goods and to cancel the current Order.