

**CONFORT DOMO FRANCE**

4 rue de la garenne
51140 Châlons sur Vesle
FRANCE

Legal status: Simplified limited company (single shareholder)

N° SIRET : 803 554 633 00013 RCS Reims

Code NAF: 4674 A

Intracom EEC VAT Nr : **FR26 803554633**

Société CONFORT DOMO FRANCE**- General Terms of Sales (GST) 2023 – Sales to Professionals****ARTICLE I - Terms of application:**

The purpose of these general conditions of sale is to define the methods of execution as well as the conditions under which sales are concluded between CONFORT DOMO FRANCE and its buyers.

Sales are always made under the conditions described below, which constitute the framework for commercial negotiation.

The provisions of these general conditions of sale constitute the law of the parties and therefore imply the buyer's adherence to these conditions, of which he acknowledges having perfect knowledge, as soon as he places an order. It may be derogated from these T&Cs by signing a special agreement.

They prevail over any different or contrary clauses appearing on the buyer's documents or correspondence and these conditions cannot be modified by contrary stipulations contained in particular in the buyer's general conditions of purchase.

These general conditions of sale apply in their entirety to all sales of products made, products whose existence and availability are clearly indicated on the prices communicated by the company CONFORT DOMO FRANCE to its prospects and customers; they cancel and replace all previous provisions appearing on any CONFORT DOMO FRANCE document.

ARTICLE II - Orders – Pro forma offers :

Orders should be sent to the COMFORT DOMO FRANCE sales department by post (see address in the header of the GCS), Internet, EDI or e-mail (confortdomofrance@orange.fr).

To be validated, orders must be the subject of an order acknowledgment from CONFORT DOMO FRANCE.

In the event of a dispute over all or part of the order, CONFORT DOMO FRANCE undertakes to notify the buyer in writing (mail or email) within 12 calendar days from the date of receipt of the order.

Any order sent, then modified by the buyer must be the subject of written acceptance by CONFORT DOMO FRANCE on the desired modification(s).

The cancellation of an order by the buyer will lead to the immediate payment of damages for the benefit of CONFORT DOMO FRANCE, the amount of which will be equal to 10% of the amount of the canceled order, whatever the reason for the cancellation. .

The representatives or commercial agents of CONFORT DOMO FRANCE do not have the power or the capacity to bind CONFORT DOMO FRANCE. Consequently, any order placed directly by a buyer with them will only become final after acknowledgment of receipt of the said order by CONFORT DOMO FRANCE.

CONFORT DOMO FRANCE reserves the right to make any changes or improvements to its products at any time that it deems useful, without this being able to justify the buyer's refusal of acceptance.

Similarly, CONFORT DOMO FRANCE reserves the right at any time to delete for technical reasons one of the products appearing on its catalogs or commercial documents, this deletion cannot in any case justify on the part of the buyer, some damages whatever.

If a product were to be deleted and if the buyer did not wish to choose another identical or similar product, his purchase order (order) would be automatically canceled and any down payments made would be reimbursed.

CONFORT DOMO FRANCE's product offers are offered within the limits of the stocks of components available from the suppliers. In case of unavailability of one or more components after placing the order, CONFORT DOMO FRANCE undertakes to inform the buyer as soon as possible by

mail, EDI or e-mail. The buyer may then cancel his order and CONFORT DOMO FRANCE will reimburse him as soon as possible for any sum or deposit he may have received from him.

Any unavailability of the products for any reason whatsoever may in no case give rise to the payment by CONFORT DOMO FRANCE of any damages or any costs of any kind whatsoever for the benefit of the buyer.

ARTICLE III - Industrial property:

The drawings, models, patents, plans, photos and in general all documents of any kind given, communicated or sent by CONFORT DOMO FRANCE to the buyer are the exclusive property of CONFORT DOMO FRANCE and cannot therefore be executed, used or reproduced without the express, prior and written authorization of CONFORT DOMO FRANCE and cannot be the subject of any claim of any intellectual or industrial property right of any kind whatsoever by the buyer.

ARTICLE IV - Deliveries and deadlines

CONFORT DOMO FRANCE strives to respect the delivery times indicated to its customers, according to the supply, manufacturing and shipping times. However, given the parameters that it cannot control (strikes, bad weather, delays in delivery to a subcontractor or a single supplier, delay in delivery of specific components or breakdowns suffered by a subcontractor or a supplier, difficulties in supply or delivery, unforeseen influx of orders, etc.), the delay in deliveries cannot give rise to damages, interests, penalties for delay, indemnities or costs of any kind.

The delivery times indicated on the buyer's orders are given for information purposes only.

A delay in delivery cannot in any case constitute a reason for cancellation of an order or refusal of delivery.

No return of products can be made, except with the prior, express and written agreement of CONFORT DOMO FRANCE when its responsibility is engaged under the conditions set out in article VII.

ARTICLE V - Transport and receipt of goods

The products sold by CONFORT DOMO FRANCE always travel at the risk and peril of the recipient. As soon as the products leave the CONFORT DOMO FRANCE warehouses, responsibility for them is transferred from CONFORT DOMO FRANCE to the carrier, regardless of the mode of transport or the terms of payment of the transport price (ex warehouse, free or postage due) and even if the products intended for a buyer were sent by the company CONFORT DOMO FRANCE in its name to an address indicated by the buyer.

It is up to the customer, upon delivery, to check the goods and to mention on the transport receipt any damage or missing items. The confirmation will be made by the customer to the carrier, solely responsible, by email or registered letter with AR within 3 (THREE) days of delivery, in accordance with article L 133-3 and 133-4 of the Commercial Code; a duplicate will be sent to CONFORT DOMO FRANCE for information.

Receipt of the goods, without specific reservations accompanied by one or more photos, results in the transfer of responsibility for the goods to the customer. Any damage that may occur later in its warehouse or store is its sole responsibility.

ARTICLE VI - Reception, non-conformity

Complaints concerning the quality of the goods (non-conformity), excluding any transport dispute, must be made in writing within 8 (EIGHT) days of delivery. The goods sent by CONFORT DOMO FRANCE are checked during their packaging, then palletized. Any breakage or lack can therefore only be a consequence of the transport, storage or subsequent handling of the goods (see previous article).

In the event of a complaint from the buyer, the latter must provide all the supporting documents as to the reality of the defects of conformity observed.

The buyer must give CONFORT DOMO FRANCE all the facilities to carry out or have carried out by any third party designated by it, all the findings which it deems necessary.

Only CONFORT DOMO FRANCE or any person duly authorized by it may carry out these checks and verifications.

After checking by him, if a lack of conformity is actually noted by CONFORT DOMO FRANCE or his representative, the buyer may ask CONFORT DOMO FRANCE for the free replacement of non-compliant products.

Defects of conformity may in no case give rise to the benefit of the buyer to the payment of any costs, penalties, indemnities, damages of any kind whatsoever.

Furthermore, a lack of conformity on a product can in no way justify the termination of the entire order.

Any complaint made by the buyer under the conditions and according to the methods described by this article does not suspend the obligation of payment by the buyer for the compliant products delivered.

No return of goods can be made without the written consent of CONFORT DOMO FRANCE, this consent not implying any acknowledgment of our responsibility; all returns will be postage paid; postage due returns will be refused.

Automatic credit notes established by the customer are not accepted. Only credit notes issued by CONFORT DOMO FRANCE can be deducted from the payments. They are established only after return of the goods and observation of its defective nature.

Article VII - Guarantees and responsibilities

In the absence of an express special agreement, it is the buyer's responsibility to check that the products ordered correspond to his needs and their destination, the buyer being solely responsible for the conformity of the products with the use for which he intends them.

CONFORT DOMO FRANCE guarantees that its products comply with the French and European regulations and standards in force concerning them, when they exist. In addition, COMFORT DOMO FRANCE products have undergone all the necessary checks to ensure their proper functioning.

Within the framework of the standards mentioned above, CONFORT DOMO FRANCE guarantees its products against any defect in material, manufacture and design for a period specific to each product, from the date of delivery (departure from the warehouse), this warranty period appearing for each product in the COMFORT DOMO FRANCE catalog and which can be sent to the buyer upon simple written request from him.

If the buyer considers that the products delivered were tainted with material defects or hidden defects, he must notify CONFORT DOMO FRANCE in writing, without delay, specifying the nature and extent of the alleged defects and providing all the supporting documents to the reality of these.

The buyer must give CONFORT DOMO FRANCE all the facilities to carry out or have carried out by any third party designated by it, all the findings which it deems necessary. CONFORT DOMO FRANCE may ask the buyer to return the disputed products free of charge for analysis purposes.

Only CONFORT DOMO FRANCE or any person duly authorized by it may carry out these checks, analyzes and verifications.

If at the end of these analyses, checks and verifications, it turns out that the products were indeed defective, the CONFORT DOMO FRANCE guarantee would apply.

Under the guarantee, CONFORT DOMO FRANCE undertakes to repair free of charge any product found to be defective and to bear the cost of labor resulting from the dismantling and reassembly operations of the products found to be defective.

In addition, it is expressly specified that the following deteriorations are excluded from the guarantee:

- to use of COMFORT DOMO FRANCE products that does not comply with the recommendations,
- non-compliant implementation,
- to any modification made to the equipment without the prior authorization of CONFORT DOMO FRANCE,
- to external constraints (vandalism, fire, etc.) or any other case of force majeure,
- to a lack of maintenance due to non-compliance with the conditions of maintenance or use recommended by CONFORT DOMO FRANCE,
- to normal wear and tear, the guarantee cannot in any case have the effect of extending the life of COMFORT DOMO FRANCE products.

If, after examination by CONFORT DOMO FRANCE, it turns out that in reality the products were in no way tainted with faults or defects, the guarantee of CONFORT DOMO FRANCE cannot be applied.

In the event of disagreement between the parties on the existence of the defects or defects alleged by the buyer, the latter must seize, in the absence of an amicable agreement between the parties, the Commercial Court of REIMS so that it rules on the dispute between the parties.

In the event of a request for control by an organization external to the company, this organization will be chosen by the company CONFORT DOMO FRANCE and its fees will only be at its expense in the event of faults or defects.

Article VIII – Prices :

The prices indicated on the invoice are firm and are those in effect on the date of receipt of the order. In the event of price variations, the applicable prices will be those in force on the date of receipt of the order.

The prices and conditions appearing in the catalog and the prices issued by CONFORT DOMO FRANCE are generally for one year; in the event of a significant variation in its production costs (+5%), CONFORT DOMO FRANCE reserves the right to modify its prices and to inform its customers within a reasonable time. The time between the information disseminated and the application will be 30 days, date of dissemination of the price change.

The prices and tariffs indicated by CONFORT DOMO FRANCE are understood to be net of any discount for packaged products delivered from the premises of CONFORT DOMO FRANCE or its logistics service provider.

Our products travel on one-way pallets, the format and height of which are optimized according to the size of the products, the quantities, and the dimensions of the trucks. A modification of the standard palletization at the request of the buyer will lead to additional manufacturing and logistics costs, which will be borne by the buyer.

Article IX - Payment :

Shipping the products triggers invoicing.

- Payment for the products ordered is made:
- for amounts less than or equal to €200 (TWO HUNDRED Euros): by bank transfer to the bank account(s) of CONFORT DOMO FRANCE before shipment
- for amounts over €200 (TWO HUNDRED Euros)
- by bank transfer 30 days from the invoice date for ALL professional customers who have duly accepted the general conditions of sale
- a discount of 0.25% (on the amount excluding VAT and excluding transport) is granted for any payment made when ordering

by bank check payable to CONFORT DOMO FRANCE, when ordering. Payments by check on the due date are not accepted.

NB: Bills of exchange (LCR), promissory notes (BOR) issued by the buyer are no longer accepted.

Payment terms are **30 calendar days from the invoice date**.

The price is payable to the address appearing on the invoice.

Payments made to third parties or intermediaries are made at the risk and peril of the buyer.

The price is payable net and without discount on order and before shipment of the goods for any first order or in the event of notorious financial difficulties of the buyer or insolvency of the latter.

In the event of the buyer's risk of insolvency, CONFORT DOMO FRANCE reserves the right to require payment guarantees, either prior to the acceptance of the order, or between the date of acceptance of the latter and the delivery date.

If the buyer does not provide the requested payment guarantees, CONFORT DOMO FRANCE may in the first case refuse the order and in the second case, suspend or terminate it.

Apart from the cases mentioned above, the price is payable 30 days ((thirty days) from the invoice date.

In the absence of total or partial payment of the price on the due date resulting from the period provided for in these general conditions of sale or the payment date indicated on the invoice, the buyer will be automatically liable for a late payment penalty equal at the 3-month Euribor rate (for information: 1.543% on 21/10/2022) increased by 6% in force on the payment due date, it being specified that this penalty will only be payable 8 (EIGHT) days after the sending a letter of formal notice to proceed with the payment of the price remained without effect.

This penalty will be based on the totality of the price not paid on the due date and will run until the date of full payment of the price in principal, costs and accessories.

This penalty may not be less than the amount of the fixed compensation (40 EUROS) for recovery costs provided for by law no. 2012-387 of March 22, 2012.

Article X - Default of payment:

Non-payment within the meaning of these general conditions of sale (GTC 2023), means any sum not collected by CONFORT DOMO FRANCE on the due date provided for in the previous article.

In the event of non-payment of a due date, all sums remaining due by the buyer to CONFORT DOMO FRANCE will become immediately payable. Furthermore, any payment incident will authorize CONFORT DOMO FRANCE to automatically suspend the execution of all other orders in progress without the buyer being able to claim any damages or compensation of any kind.

In addition, the buyer must reimburse CONFORT DOMO FRANCE for all costs incurred by the recovery of unpaid sums.

The recourse to the obligation of guarantee of CONFORT DOMO FRANCE or any other complaint of any nature that the purchaser could be brought to formulate on the products sold by CONFORT DOMO FRANCE, in particular in the event of lack of conformity does not allow him under any pretext, to withhold or delay payments due.

Article XI - Business cooperation:

The commercial services rendered by the buyer to CONFORT DOMO FRANCE must be the subject of a written contract in duplicate, signed by the buyer and CONFORT DOMO FRANCE and must be the subject of an invoice issued by the buyer. , this must comply in all respects with the provisions of Article L 441-3 of the Commercial Code, said invoice must in particular mention the precise definition of the service granted as well as the start and end dates of the performance of the services concerned.

CONFORT DOMO FRANCE may under no circumstances be required to pay for any service whatsoever if the services have not been effectively performed by the buyer and duly justified by the latter.

CONFORT DOMO FRANCE reserves the right to refuse any invoicing by the customer for commercial services that it would not have accepted, which would not be based on any reality, which would be disproportionate in relation to the services performed by the customer, or which would be directly linked to the purchase-sale transaction and which, therefore, could be subject to a discount on the invoice.

CONFORT DOMO FRANCE reserves the right to suspend payment of all deferred price reductions and all commercial cooperation services performed by the purchaser, as soon as the latter has not made full payment of all sums due to CONFORT DOMO FRANCE, due before the date on which the deferred price reduction or the provision of services must be paid.

CONFORT DOMO FRANCE will under no circumstances pay, even as a deposit, a service on unrealized and unpaid turnover.

Article XII - Administrative services:

The supply of turnover statements (monthly, quarterly, etc.) will be invoiced at 100 euros per service.

Article XIII – Title retention clause

When products sold are not fully paid upon delivery, CONFORT DOMO FRANCE retains ownership until full payment of the principal price and the corresponding accessories.

In the event of non-payment 8 (EIGHT) days after a formal notice sent by registered letter with AR and remained unsuccessful, the sale will be terminated automatically if it seems good to CONFORT DOMO FRANCE who may request the return of the products without prejudice to all other damages.

The costs incurred by the return of the products or the recovery of the sums due in the event of non-payment will be borne by the buyer, and the deposits paid will be kept by CONFORT DOMO FRANCE to cover its costs and compensate it for the damage suffered. , without prejudice to any other rights or actions.

The buyer who has custody of the products undertakes to keep the products not fully paid for in perfect condition, and to inform CONFORT DOMO FRANCE of the place where they are delivered, and to keep them at its disposal.

The buyer undertakes to allow the identification and claiming of the products at any time, it being specified that the products in stock are irrefutably deemed to be unpaid products.

In the event of seizure, or any other intervention by a third party on the products, the buyer must imperatively inform CONFORT DOMO FRANCE as soon as possible in order to allow him to oppose it and preserve his rights.

The buyer must inform his client of the existence of this retention of title clause.

The buyer is also prohibited from pledging or assigning as security the ownership of products that have not been fully paid for.

The buyer must insure the products against all risks, with a solvent insurance company, warning the latter that in the event of a claim, the seller will be subrogated in his claim in all the rights that the insured may have. to the insurer.

To this end, the buyer hereby already transfers all possible indemnities to the benefit of CONFORT DOMO FRANCE and gives it all powers to signify this subrogation if necessary and receive the amount of the indemnity.

The retention of title clause is applicable in the event of receivership or judicial liquidation and in these cases, the claim for the products may be exercised within the time limits set by the Law of January 25, 1985 amended by the Law of June 10, 1994.

Article XIV - Force majeure :

CONFORT DOMO FRANCE may be released from all or part of its obligations without being able to claim damages if fortuitous events or force majeure occur preventing or delaying either the manufacture or the shipment of the products. , or some of their elements.

The following are considered in particular as cases of force majeure: fires, floods, serious accidents involving equipment or tools, mobilization, war, epidemics, transport interruptions, shortage of raw materials, modification of customs or quotas, strikes, whether total or partial, at CONFORT DOMO FRANCE or at suppliers, and more generally, any cause beyond the control of CONFORT DOMO FRANCE.

In the event of the occurrence of a case of force majeure, CONFORT DOMO FRANCE undertakes to notify the buyer in writing as soon as possible.

The contract between CONFORT DOMO FRANCE and the buyer will then be automatically suspended without compensation of any kind from the date of occurrence of the event to the date of its end.

Article XV - Jurisdiction – Applicable law

By express agreement between the parties, the Commercial Court of REIMS will have sole jurisdiction for all disputes or for all procedures related to the formation, execution or interpretation of these general conditions of sale and all sales operations. CONFORT DOMO FRANCE products, whether it is a main claim, warranty claim or forced intervention, summary proceedings and others, even in the event of multiple defendants, whether it is an action brought under a civil or commercial contract.

These general conditions of sale and all sales made by CONFORT DOMO FRANCE are subject to French law which will govern all disputes relating to their formation, execution or interpretation.

Article XVI – Samples :

The samples provided by CONFORT DOMO FRANCE for the selection meetings remain its property; it is up to CONFORT DOMO FRANCE to decide if it recovers them.

Article XVII – Waiver:

The fact that CONFORT DOMO FRANCE does not avail itself at a given moment of any of the clauses of these general conditions of sale cannot be considered as a waiver of the right to avail itself of these same clauses at a later date.

Article XVIII – Legal address:

CONFORT DOMO FRANCE elects domicile at the address of its commercial and administrative departments:

4 rue de la garenne – 51140 CHALONS SUR VESLE

Any correspondence concerning sales made by CONFORT DOMO FRANCE must be sent to the above address to be enforceable against CONFORT DOMO FRANCE.