

GENERAL TERMS OF SALE

1 Purpose, scope and special dispensation

1.1 The following General Terms of Sale set forth the terms under which S.A.R.L DIONISIO sells its products and/or services to business-only customers. For the purpose of these Terms of Sale, the following entities shall be construed as business customers: private companies, professionals, public institutions or authorities, works councils acting only for business purposes, “*auto-entrepreneurs*”, and as a general rule any legally registered individual or entity.

1.2 The following General Terms of Sale list the rights and obligations of S.A.R.L DIONISIO and its customer with regard to the sale of goods by S.A.R.L DIONISIO. By accepting the products and/or services of S.A.R.L DIONISIO, the customer acknowledges to agree fully and wholly to these terms of sale.

1.3 S.A.R.L DIONISIO reserves the right to change the General Terms of Sale at any moment. Therefore, the customer is invited to read the General Terms of Sale before placing a new order. The General Terms of Sale that governs a given sale shall be the General Terms of Sale in force on the day the customer requested an estimate.

1.4 No special dispensation freeing the customer from the provisions set forth herein shall apply unless written consent by S.A.R.L DIONISIO.

2 Ordering process

2.1 The lowest possible amount of an order shall be €450, shipping fees not included.

2.2 A valid VAT number (or a SIREN number for “*auto-entrepreneurs*”) is compulsory for any order. In case of false, invalid or forged VAT/SIREN number, S.A.R.L DIONISIO may retain the ordered goods until a valid VAT number is provided, even though an advance payment has already been made.

2.3 An order placed with S.A.R.L DIONISIO - NAGA shall be processed only after an advance payment of 40% of the total amount of the order.

2.4 For any order of custom-made products, a 40% advance payment is required before the actual manufacturing process is initiated.

3 Prices

3.1 The prices listed in the price list are in EURO, exclusive of VAT and shipping rates. Prices are liable to change; in such case the price agreed with the customer and stated in the order form shall apply.

4 Products

4.1 Products are sold subject to availability.

4.2 The product pictures are for illustration purposes only.

4.3 The pictures of the “Collection Naga” products are as much accurate depictions as possible of the actual products. However, S.A.R.L DIONISIO may not be held liable for minor discrepancies (difference of colour, size, weight...).

4.4 The products shall remain the sole property of S.A.R.L DIONISIO until complete receipt of payment. However, the risks related to the delivered goods shall be transferred to the customer as soon as the delivery is carried out.

4.5 S.A.R.L DIONISIO reserves the right to charge processing fees for product return (including transportation, receipt and examination fees) when the product is not actually defective or if the defect is attributable to the customer, particularly following an improper use of the product.

4.6 Products samples may be requested to S.A.R.L DIONISIO, at the cost of the product as indicated in the price list, plus the shipping costs. No sample shall be shipped for free.

5 Terms of payment

5.1 Complete payment is required before the goods are shipped. The following payment methods are accepted: bank transfer, credit card, French cheque (that will be cashed before the goods are shipped) or in cash.

5.2 The customer shall pay an advance payment of 40% of the total amount of the order at the time of purchase. The stated manufacturing and delivery timetables shall apply only if the advance payment was made on time.

5.3 S.A.R.L DIONISIO shall not be responsible for the payment of any fee charged by the bank of the customer in case of payment through bank transfer. The customer shall be required to pay to S.A.R.L DIONISIO any amount subtracted from the total amount of his order.

5.4 The payment shall be deemed full and complete as soon as S.A.R.L DIONISIO has actually received the total amount invoiced to the customer. An advance payment shall not bestow the customer a discount or other benefit whatsoever.

5.5 S.A.R.L DIONISIO reserves the right to withhold the delivery until full and complete payment, even when a deadline was given to the customer at the time of purchase.

6 Delivery of goods/receipt

6.1 S.A.R.L DIONISIO does not offer free shipping.

6.2 The delivery period shown when the order is placed is provided for information only. S.A.R.L DIONISIO shall use its best efforts to deliver the ordered goods within the given delivery period. The customer will be notified of any change of schedule. Therefore, any reasonable delay in the delivery of the products may not cause the cancellation of the order.

6.3 The delivery of the goods shall be carried out by:

direct hand delivery to the customer

through a delivery company suggested by S.A.R.L DIONISIO - NAGA, or

through a delivery company suggested by the customer

6.4 If goods are damaged or missing during shipping, the customer shall express its reservations on the delivery slip provided by the delivery company. Such reservation shall be deemed admissible only when the following conditions are met:

the reservation must be written on the delivery slip, dated and executed. The name of the signatory or the company seal must be affixed to it.

the reservation must be meaningful. The nature and the scope of the damages must be clearly indicated.

the reservation must be complete. Only the damages stated in the reservation shall be recognized as existing at the time of delivery.

6.2 The customer must imperatively check the quantity and the state of the shipment at the time of delivery and in presence of a representative of the delivery company. The fees and risks related to the examination shall be borne by the customer.

6.3 Any purchase that is packaged expressly at the request of the customer shall be picked up from our warehouses within ten business days, after which S.A.R.L DIONISIO - NAGA shall collect a €100 fee (excl. VAT) per week (5 business days) and per order.

6.7 The delivery companies suggested by S.A.R.L DIONISIO deliver to ground floor only.

6.8 The customer or the person in charge of receiving the goods must be equipped with the appropriate tools and equipments to move, open and unpack the shipment. The delivery company may not be held liable for a lack of equipment (fork-lift truck, pallet cart, hand truck...). If the customer requests the delivery person to come back at another time because of a lack of the aforementioned equipments, S.A.R.L DIONISIO shall charge the customer for the new delivery.

7 Photographs IP rights

7.1 All the pictures from the collection or from S.A.R.L DIONISIO - NAGA are subjected to intellectual property rights. Therefore, it is strictly forbidden to publish and/or distribute all or part of these pictures in any medium whatsoever without the consent of S.A.R.L DIONISIO - NAGA.

8 Confidentiality

8.1 Both S.A.R.L DIONISIO and the customer agree to refrain from disclosing any information about the other party and their common agreement, particularly the terms negotiated between

them. Should one of the parties be obliged to such disclosure as a result of a demand from the proper authorities or the court, said party shall notify the other party of such fact.

9 Force majeure

9.1 S.A.R.L DIONISIO - NAGA may not be held liable of any failure or delay to perform its duties as defined in these General Terms of Sale in case of force majeure. Force majeure is defined by the article 1148 of the French Civil Code as any event that is external, unpredictable and unstoppable in nature.

10 Competent court

10.1 Any legal dispute, claim or lawsuit between the parties regarding the interpretation and performance of the provisions of these General Terms of Sale shall be governed by the French law. If the parties fail to reach an amicable settlement, the dispute, claim or lawsuit shall be under the jurisdiction of the Tribunal de Commerce of Béziers.