

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - Scope

These general terms and conditions of sale apply, without restriction or reservation, to all sales concluded by LA CORNUE, a simplified joint stock company with a capital of €333,120, whose registered office is located at 14, rue du Bois du Pont, Zone Industrielle Les Béthunes - 95310 SAINT OUEN L'AUMONE, registered with the Pontoise Trade and Companies Register under number 582 105 474 ("**the Seller**") to consumers and non-professional buyers ("**the Customers or the Customer**") wishing to purchase the products offered for sale by the Seller ("**the Products**") : Cooking appliances, cooker hoods, kitchen furniture and accessories, by immediate purchase or by placing an order.

They specify, in particular, the conditions of immediate purchase, placing an order, payment and delivery of the Products ordered by Customers.

The main characteristics of the Products, in particular the specifications, illustrations and indications of dimensions or capacity of the Products, are presented in the Seller's catalogues. The photographs and graphics presented are not contractual and do not engage the Seller's responsibility. The Customer is required to refer to the description of each Product in order to ascertain its essential properties and characteristics.

Product offers are subject to availability.

These general terms and conditions of sale apply to the exclusion of all other terms and conditions, in particular those applicable to sales on the internet or through other distribution and marketing channels.

These general terms and conditions of sale are systematically communicated to all Customers prior to immediate purchase or placing an order and shall prevail, where applicable, over any other version or any other contradictory document.

The Customer declares that they have read and accepted these general terms and conditions of sale before making an immediate purchase or placing an order. As these general terms and conditions of sale may be subject to subsequent changes, the version applicable to the Customer's purchase is the one in force on the date of the immediate purchase or order placement.

In the event of an order to a country other than mainland France, the Customer is the importer of the Product(s) concerned. For all Products shipped outside the European Union and French overseas departments and territories, the price will be automatically calculated excluding taxes on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable. These shall be borne by and are the sole responsibility of the Customer.

ARTICLE 2 - Orders - Immediate purchases

Purchases, with the exception of accessories that have been immediately collected from the Store (54 rue de Bourgogne – 75007 Paris), shall give rise to the Seller drawing up a quotation for the Customer's signature or agreement. Once the Customer has agreed, the Seller shall draw up an order form called an offer, which must be signed by the Customer.

The sale shall only be considered final after the Seller has delivered or sent the offer confirmation to the Customer, after the Seller has received payment of the full deposit due.

It is the Customer's responsibility to check the accuracy of the order and to report any errors immediately.

The Seller reserves the right to cancel or refuse any order for a legitimate reason, in particular for a Customer with whom there is a dispute relating to the payment of a previous order.

In the event of cancellation of an order for a Product by the Customer within 30 days of confirmation of the offer by the Seller, for any reason other than force majeure, the deposit paid at the time of the order, as defined in the "Terms of Payment" section of these general terms and conditions of sale, shall be automatically forfeited to the Seller and shall not give rise to any refund. After this 30-day period, no cancellation will be accepted by the Seller, who will therefore be entitled to the full price of the order.

However, no cancellation will be possible for orders of special products, i.e. products with special and personal manufacturing specifications that do not appear in the Seller's catalogue.

In exceptional cases, an order modification may be accepted by the Seller, after the Customer has agreed to pay the additional cost incurred by this modification.

ARTICLE 3 – Prices

The Products are supplied at the prices listed in the Seller's price list on the day of purchase or at the price indicated in the offer. Prices are quoted in euros, excluding VAT and including VAT for bare goods. Unless otherwise specified, they do not include installation and connection costs or special packaging costs.

For Products that are not collected by the Customer themselves, unless otherwise specified, prices also do not include processing, shipping, transport and delivery costs, which are invoiced as an additional charge, under the conditions indicated by the Seller and calculated prior to the immediate purchase or placing of the order.

These prices are firm and non-revisable during their period of validity.

Quotations issued by the Seller are valid from the date of issue for the period indicated therein.

An invoice is drawn up by the Seller and given to the Customer when the Customer collects the Products from the Shop or is sent to the Customer when the Products are made available at the Workshop, whether these Products are then collected directly by the Customer or delivered to the Customer by carrier.

ARTICLE 4 - Terms of payment

A deposit corresponding to 30% of the total price is required when the Customer places the order.

Any sum paid in advance of the price is considered a deposit. The deposit paid at the time of ordering is deducted from the invoice amount.

Goods are payable, less any deposits already paid, in cash upon delivery to the Customer at our Store or Workshop (14 rue du Bois du Pont – Zone industrielle Les Béthunes- 95310 Saint Ouen L'Aumône) in the event of collection by the Customer, or cash on delivery in the event of delivery by the Seller. In the event that delivery is delayed at the Customer's request, the Customer shall pay an additional deposit of 60% of the price, bringing the deposit from 30% to 90% of the order amount, upon receipt of the invoice. The balance shall be paid on the day of delivery.

Payments may be made by credit card, cheque or bank transfer.

Payments made by the Customer shall only be considered final after the Seller has actually received the sums due.

In the event of late payment of the sums due by the Customer, late payment penalties equal to three times the legal interest rate, calculated on the total purchase price including VAT appearing on the invoice sent to the Customer, shall be automatically and automatically payable to the Seller, without any formality or prior notice. This delay shall result in the immediate payment of all sums owed by the Customer, without prejudice to any other action that the Seller may be entitled to take against the Customer in this regard.

Furthermore, in the event of non-compliance with the above payment terms, the Seller reserves the right to suspend or cancel the delivery of any orders currently being processed by the Customer.

ARTICLE 5 - Delivery of products - Deliveries

5.1. In the event of collection of products from the Shop or Workshop

Products that are subject to immediate purchase and available in stock may be taken away immediately by the Customer from the Seller's Shop.

Products that are the subject of an order will be subject to a notice of availability and the goods must be collected from the Workshop no later than 15 days after this notice is sent. Any delay by the Customer, for whatever reason, in taking delivery of the goods will generate storage costs equal to 11 Euros per square metre per day.

When the Customer has taken it upon themselves to use a carrier of their choice, delivery is deemed to have been made when the Products are handed over by the Seller to the carrier, provided that the latter has accepted them without reservation. The Customer therefore acknowledges that it is the carrier's responsibility to make the delivery and that the Customer has no recourse against the Seller in the event of non-delivery of the goods transported.

5-2. In the event of delivery organised by the Seller

The Products ordered by the Customer will be delivered within the time limits specified in the offer to the address indicated by the Customer when placing the order.

Delivery consists of the transfer of physical possession or control of the Product to the Customer.

Except in special cases or if one or more Products are unavailable, the Products ordered will be delivered in a single shipment.

If the Products ordered have not been delivered within the specified time frame, for any reason other than force majeure, the sale may be cancelled by the Customer, after formal notice has been sent to the Seller to proceed with delivery within an additional period, under the conditions provided for in Articles L 216-2, L 216-3 and L 241-4 of the Consumer Code.

The sums paid by the Customer shall then be refunded to them no later than fourteen days after the date of termination of the contract, excluding any compensation or deduction.

ARTICLE 6 - Transfer of ownership - Transfer of risks

The transfer of ownership of the Seller's Products to the Customer, whether for an immediate purchase or an order, shall only take place after full payment and receipt of the price by the Seller, regardless of the delivery date of the said Products.

Regardless of the date of transfer of ownership of the Products, the transfer of the risks of loss and damage relating thereto shall only take place when the Customer takes physical possession of the Products. The Products therefore travel at the Seller's risk, except when the Customer uses a carrier of their own choosing, independent of the Seller, in which case the transfer of risk takes place when the Products ordered by the Seller are handed over to the carrier chosen by the Customer.

It is specified that when delivery by the Seller's carrier takes place outside mainland France to a local warehouse (which must have sufficient unloading and logistical resources) chosen by the Customer, the transfer of risk takes place as soon as the Products are unloaded, regardless of whether the Customer takes physical possession of them at a later date.

ARTICLE 7 - Seller's liability – Warranty

The Products offered for sale comply with current regulations in France and are suitable for non-professional use.

The Seller carries out a quality control check on each order, including taking photographs of the Products as they are packaged with the utmost care. The Customer is therefore requested to notify the Seller of any damage they may notice on the Product within 8 days of receipt.

7.1 Legal guarantees

The Products supplied by the Seller are automatically covered, without additional payment, in accordance with legal provisions:

- the legal guarantee of conformity, for Products that are apparently defective, damaged or do not correspond to the order or immediate purchase,
- the legal guarantee against hidden defects resulting from a defect in material, design or manufacture affecting the products delivered and rendering them unfit for use,

under the conditions and in accordance with the terms and conditions set out in the box below and defined in the appendix to these General Terms and Conditions of Sale (Guarantee of Conformity / Guarantee against Hidden Defects).

It is reminded that under the legal guarantee of conformity, the Customer:

- has a period of two years from the delivery of the goods to take action against the Seller;
- may choose between repair or replacement of the Product, subject to the cost conditions provided for in Article L. 211-9 of the Consumer Code;
- is exempt from providing proof of the existence of the lack of conformity of the Product during the twenty-four months following delivery of the Product. This period is six months for second-hand goods.

The legal guarantee of conformity applies independently of any commercial guarantee that may cover the Product.

The Customer may decide to implement the warranty against hidden defects in the Product in accordance with Article 1641 of the Civil Code; in this case, they may choose between cancellation of the sale or a reduction in the sale price in accordance with Article 1644 of the Civil Code.

In order to assert their rights, the Customer must inform the Seller, in writing, at the address indicated in Article 1, of the non-conformity of the Products within the above-mentioned time limits and return or bring back to the shop the defective Products in the condition in which they were received with all the elements (accessories, packaging, instructions, etc.).

The Seller shall refund, replace or repair the Products or parts under warranty that are deemed non-compliant or defective. In the case of delivery, the shipping costs shall be refunded on the basis of the invoiced rate and the return costs shall be refunded on presentation of supporting documents.

Refunds for Products deemed non-compliant or defective will be made as soon as possible and no later than 30 days after the Seller has identified the non-compliance or hidden defect.

The refund will be made by crediting the Customer's bank account or by bank cheque sent to the Customer.

The Seller shall not be held liable in the following cases:

- non-compliance with the legislation of the country in which the products are delivered, which it is the Customer's responsibility to verify;
- in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the Product, accident or force majeure.

The Seller's warranty is, in any event, limited to the replacement or refund of non-compliant or defective Products.

7.2 Contractual warranty

In addition to the legal warranties mentioned above, the Products are covered by a contractual warranty for a period of five years from the date of the invoice, under the conditions mentioned in Appendix II of these GTC.

This warranty does not cover misuse of the device or faulty installation.

In order to benefit from these commercial warranties, it is essential to keep the purchase invoice for the Product.

ARTICLE 8 - Intellectual property

The Seller remains the owner of all intellectual property rights to photographs, presentations, studies, plans, drawings, models, prototypes, etc., produced (even at the Customer's request) for the purpose of supplying the Products to the Customer.

The Customer therefore undertakes not to communicate, reproduce or exploit the said photographs, presentations, studies, drawings, models and prototypes, etc., without the express prior written authorisation of the Seller, which may make such authorisation conditional upon financial compensation.

ARTICLE 9 - Specific performance

Notwithstanding the provisions of Article 1221 of the Civil Code, the Parties agree that in the event of a breach by either Party of its obligations, the Party suffering the breach may not seek specific performance.

ARTICLE 10 - Force majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of Article 1218 of the Civil Code. By express agreement between the Parties, force majeure shall include labour disputes, strikes, lockouts, subcontractor strikes, transport and supply difficulties, acts of terrorism, riots, fires and, more generally, any other event of force majeure as defined by case law.

The Party observing the event must immediately inform the other Party of its inability to perform its service and justify this to the other Party. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it give rise to the payment of damages or late penalties.

The performance of the obligation shall be suspended for the duration of the force majeure event if it is temporary and does not exceed a period of 180 days. Consequently, as soon as the cause of the suspension of their mutual obligations has disappeared, the Parties shall make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the prevented Party shall notify the other Party of the resumption of its obligation by registered letter with acknowledgement of receipt or by any extrajudicial document. If the impediment is permanent or exceeds a period of 180 days, the present agreement shall be terminated outright after the sending of a formal notice by registered letter with acknowledgement of receipt or any extrajudicial document stating the intention to apply this clause.

ARTICLE 11 - Termination of the contract for breach of obligations by one of the parties

In the event of non-compliance by either party with a substantial obligation of the contract, for example, non-payment of the Product by the Customer on the agreed due date, the contract may be terminated at the discretion of the aggrieved party.

It is expressly understood that such termination for breach of obligations by one party shall take place automatically 30 days after the sending of a formal notice to perform, which has remained wholly or partly without effect. The formal notice may be notified by registered letter with acknowledgement of receipt or by any extrajudicial document.

This formal notice must mention the intention to apply this clause.

Furthermore, it is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this agreement shall be validly given formal notice by the mere fact that the obligation is due, in accordance with the provisions of Article 1344 of the Civil Code.

In any event, the injured Party may seek damages in court.

ARTICLE 12 - Applicable law - Language

By express agreement between the parties, these general terms and conditions of sale and the transactions arising therefrom are governed by and subject to French law.

These general terms and conditions of sale are written in French.

In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 13 - Disputes

In the event of a dispute, the Customer is invited to send a **written complaint to LA CORNUE's Customer Service department** in order to find an amicable solution.

If no solution is found within 30 days of the complaint being lodged, the Customer may use **the online mediation service of the CMAP** (Centre de Médiation et d'Arbitrage de Paris) available at the following URL: <http://www.cmap.fr/> or at the following postal address: CMAP (Consumer Mediation Service) – 39 avenue Franklin D. Roosevelt – 75008 PARIS.

For the CMAP referral to be admissible, it must include: the Customer's postal address, email address and telephone number, as well as the Seller's full name and address, a brief statement of the facts, and proof of the steps taken previously.

In accordance with the rules applicable to mediation, it should be noted **that a consumer dispute must first be submitted in writing to the Seller's Customer Service department before any request for mediation can be made to the CMAP.**

Disputes may not be reviewed by the mediator if the request is manifestly unfounded or abusive, or have been previously examined or are currently being examined by another mediator or by a court, or if the consumer has submitted their request to the mediator more than one year after their written complaint, or if the dispute does not fall within the mediator's jurisdiction, or, finally, if the Customer cannot prove that they have first attempted to resolve their dispute directly with LA CORNUE by means of a written complaint.

ANY DISPUTES THAT MAY ARISE FROM PURCHASE AND SALE TRANSACTIONS CONCLUDED IN APPLICATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, THEIR TERMINATION, THEIR CONSEQUENCES AND THEIR FOLLOW-UP, AND WHICH COULD NOT BE RESOLVED AMICABLY BETWEEN THE SELLER AND THE CUSTOMER, SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

ARTICLE 14 - Pre-contractual information - Customer acceptance

The Customer acknowledges having been informed, prior to the immediate purchase or placing of their order and the conclusion of the contract, in a clear and comprehensible manner, of these general terms and conditions of sale and all pre-contractual information required by law, in particular the following information:

- the essential characteristics of the Product;
- the date until which spare parts essential for the use of the goods will be available on the market;
- the price of the Products and related costs (e.g. delivery);
- in the absence of immediate performance of the contract, the date or deadline by which the Seller undertakes to deliver the Product;
- information relating to the Seller's identity, postal address, telephone number, email address and activities, if not apparent from the context;
- information relating to legal and contractual guarantees and the terms and conditions for their implementation;
- where applicable, the functionalities of the digital content and its possible interoperability; and
- the possibility of resorting to conventional mediation in the event of a dispute.

The fact that the Customer makes an immediate purchase or orders a Product implies full and complete acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Products ordered, which is expressly acknowledged by the Customer, who waives, in particular, the right to invoke any contradictory document that would be unenforceable against the Seller.

APPENDIX I
SELLER'S PRICES

APPENDIX II GUARANTEE OF CONFORMITY - LEGAL GUARANTEE AGAINST HIDDEN DEFECTS

Article L217-4 of the Consumer Code

The seller shall deliver goods that comply with the contract and shall be liable for any lack of conformity existing at the time of delivery. The seller shall also be liable for any lack of conformity resulting from the packaging, assembly instructions or installation when this has been made its responsibility by the contract or has been carried out under its responsibility.

Article L217-5 of the Consumer Code

The goods comply with the contract:

1° If it is fit for the purpose usually expected of similar goods and, where applicable:

- if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model;
- if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or their representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter.

Article L217-12 of the Consumer Code

Action resulting from lack of conformity lapses two years after delivery of the goods.

Article L217-16 of the Consumer Code

When the buyer asks the seller, during the course of the commercial warranty granted to them at the time of purchase or repair of a movable item, for a repair covered by the warranty, any period of immobilisation of at least seven days shall be added to the remaining warranty period.

This period shall run from the date of the purchaser's request for intervention or from the date on which the goods in question are made available for repair, if such availability is subsequent to the request for intervention.

Article 1641 of the Civil Code

The Seller is bound by the warranty for hidden defects in the item sold that render it unfit for its intended use, or that diminish its use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had they been aware of the defects.

Article 1648, paragraph 1 of the Civil Code

Action resulting from redhibitory defects must be brought by the purchaser within two years of discovery of the defect.

In the case provided for in Article 1642-1, the action must be brought, on pain of forfeiture, within one year of the date on which the seller can be relieved of apparent defects or lack of conformity.

APPENDIX III CONTRACTUAL WARRANTY