

Platform General Terms and Conditions

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:
 - o The Product Sheet;
 - o The Seller's GTC;
 - o 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 or by HOKODO, 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;
- Deferred payment via HOKODO for eligible Clients.

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 or via HOKODO.

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

6.2.1. *In case of payment by credit card or SEPA direct debit*

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

6.2.2. *In the case of deferred payment by HOKODO*

In the case of deferred payment by HOKODO, the amount of the Order shall be paid by HOKODO upon placing the Order for Products on the Platform.

The Client will then receive an invoice within 30 days to pay the amount of the Order.

The Client expressly undertakes to pay the amount of the invoice upon receipt.

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 - 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.