

## GENERAL TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale of the company SAS RC 301 420 469 a group offering the brands Casamance, Casadeco, Texdecor, Camengo, Caselio and Misia, supersede all previous general terms and conditions of sale. They are fully applicable notwithstanding any contradictory clauses that may be included in any of the Client's documents. Every order shall be deemed to imply full and unreserved acceptance of the general terms and conditions of sale and the stipulations reproduced in the applicable price list.

**Order.** The Client alone decides on the volume of products corresponding to his needs. The minimum quantities of products are specified in the applicable price list. The orders must be placed by communicating a firm purchase order. The company reserves the right to modify the validity period for a collection or to interrupt the manufacture of an article or product without prior notice; as a result, orders shall not become final until accepted by the company. After acceptance, no modification or cancellation will be permitted.

**Reservations.** Reservations made by the client will hold for maximum 1 month without renewal. Renewal is possible for maximum 2 weeks after this, and only once. Without renewal from the client, the reservation will be cancelled automatically from our system.

**Price list.** The applicable price list shall be the price list in force as of the order date.

**Time allowances for delivery.** The time allowances for delivery given are merely indicative. In the event of late delivery, the Client may not cancel the contract without first sending the company a formal request to perform its obligations by registered letter with advice of receipt.

**Inspection of merchandise received** By default, the merchandise is transported at the Client's risk. The Client shall inspect upon receipt the condition of packages, the quantity, and reference number of the article and express any reservations in writing on the delivery note confirmed by a registered letter sent to the carrier (Article 103-3 of the Commercial Code) if the delivered product has been damaged during shipment. The Client shall also make sure that the instructions for installation and operation are included and inform the company if they are missing. Whenever the order is delivered to a third party, it is the responsibility of said third party to make sure that he receives the correct merchandise and quantities in proper condition.

It is the responsibility of the Client to indicate the exact delivery address and a telephone number and the name of a contact. If the client does not perform inspection of the merchandise received, the company shall be entitled to compensation from the client for any damage resulting from failure to perform such inspection.

**Settlement.** In the event of failure to pay all or part of the invoice on the due date without good cause despite receipt of formal notice to make such payment, the balance due shall be increased by 10% plus interest at 2% above the statutory rate. The penalty for late performance shall under no circumstances be less than 100 euros in light of the costs of collection incurred. The failure to pay a single invoice when due shall automatically render payable the balance due on all the other invoices, even such invoices that have not yet reached their due date. The company reserves the right to retain title to the merchandise until such time as it has been fully paid for. In the absence of special terms and conditions expressly agreed to in writing and reproduced by way of reminder in the case of the "payment date" invoice, invoices shall be payable 30 days net after receipt of the invoice.

**After-Sales Service.** Pursuant to Article L 442-6-I-8° of the Commercial Code, any complaint must be made within 30 days after receipt of the package by registered letter with advice of receipt or by fax; such complaints must mention the order number and/or customer reference, the quantity, and the precise reason for the request, and must contain a photograph or a sample of the product in question. The Client shall inspect the products before use: no complaint may be accepted if more than 3 strips of wallpaper have been laid or, in the case of any other product, after having or tailoring. The company assumes no liability for improper utilisation of the product or improper conditions of storage or failure to follow the instructions for installation and/or maintenance of the product or of the DTU. The technical constraints related to the various production tools may give rise to differences in dye-bathing. No complaints regarding a deviation in dye-bathing from the catalogue will be accepted.

**Return of merchandise.** All returns are subject to express authorisation by the company, and it is expressly stipulated that the company shall refuse any returns of merchandise in small quantities (in particular, less than three rolls of wallpaper, opened packaging of wall coverings, fabric less than 3 meters in length). It is the Client's responsibility to return the merchandise in good condition, accompanied by the complaint form and, whenever possible, in its original packaging, within 30 days after receipt of authorisation for the return of merchandise. In the case of returns that are not under the responsibility of the company, the transport shall be chargeable to the Client and 20% of the value of the returned merchandise shall be deducted in the form of a credit note.

**Intellectual property.** The products supplied by the company may be subject to intellectual property rights belonging to the company or to third parties. The Client agrees to respect such rights. The Client will ensure that all advertising and promotional materials, including website content, are consistent with the image and the products of the company. The Client will not offer any of the the company products on a "cash-and-carry" delivery pricing basis or otherwise given the impression that the Client's business is based on cut-price internet or mail order sales rather than the provision of a professional design service for customers. Should the account not comply with any of these terms of appointment, the company reserves the right to provisionally suspend the Client's account, giving the Client a prior notice of three months. The Client will then have three months to make the necessary changes. If the Client fails to do so, the company reserves the right to cease the trade with the Client immediately.

**Warranty.** The liability of the company shall be limited to the purchase price of the products in question. Under no circumstances shall the company be liable for any indirect, incidental, direct or subsequent damages, including without limitation any foregone profit or other economic damage.

**Jurisdiction.** This contract shall be governed by French law. Any disputes shall be referred exclusively to the commercial court having territorial jurisdiction over the head office of the company, even in the event of a plurality of defendants, third-party impleader, or counterclaims.

**Stock conditions** : 10% discount on the cut length/room lot price. Only applicable for multiples of 12 rolls per reference or full roll quantities

**Territory.** The Client shall not, directly or indirectly, including through any agents, distribute or sell any Product outside its country and shall not solicit orders for Product, advertise the Product or keep any stock of the Product outside its country.

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## TECHNICAL SPECIFICATION

The client is the sole judge of the choice of product, its purpose, its usage and its installation; our clients are professional people and are solely responsible for the result and any possible consequences which may follow. It is the responsibility of the purchaser to take into account any possible wastage during the preparation and/or hanging of our products with allowance made for pattern matching and different configurations of use of our products. When installation is entrusted to a sub-contractor, it is necessary to inform him of our terms and conditions and of all the information and instructions below. We advise that our clients place the fabric mandrels horizontally to avoid damaging the backing. Fragile fabric sent out in special packaging must be returned in their original packaging.

### **FABRIC TECHNICAL INFORMATION:**

#### **STABILITY OF DIMENSIONS**

The stability of fabrics can vary. This variation is intrinsic to their composition and texture and cannot constitute grounds for a claim. Our clients, furnishing professionals, knowing the material and intended purpose of our products, should take care when installing them.

It is impossible to give a precise indication of the size of this shrinkage, given the multitude of compositions, weaving techniques and possible cleaning methods.

Indicative reference values are:

Synthetic fabrics 1 to 2%	
Cotton 1 to 4 %	Viscose 3 to 7%
Linen 5 to 7 %	Silk 1 to 3%

Within these limits we cannot consider any claim. We advise you to take into account these reference values when calculating your required metrage. Furthermore, the width may vary along with the pattern match from batch to batch as well as between shipped orders and may be different to the information given on the pricelists. In such cases, no claim will be considered for variance that does not exceed 3%.

#### **APPEARANCE**

The shimmering effect, particularly on the velvet, is a natural phenomenon; the higher the nap, the more noticeable the shimmer. Marking, crumpling, piercing marks are also all natural phenomena with the velvet, which can appear following normal usage and also from the moment of installation; no claim against the company on this basis will be considered. It is the representative of the upholsterer, interior designer or any other buyer or project manager who plans along with the client who is responsible for the choice of product. Our fabrics should never be applied directly onto seat stuffing of any type (polyester foam, polyurethane or latex).

Our goods are manufactured to criteria of a high quality. However, with certain qualities, faults or slight imperfections can appear whilst remaining within the norms accepted by professionals (thick and thin varns of linen. crumpling of linen. silk slubs...). Isolated and hard to see imperfections are accepted to be within tolerance by professionals to a level of 1 minor defect per 6.5m of fabric ordered. Fabrics issued from the fair trade scheme benefit from a greater tolerance regarding the importance of faults.

#### **COLOUR FASTNESS**

All our fabrics have been designed to have a level of colour fastness in line with use in furnishing, excepted uncoloured natural linen fabrics used for their authentic aspect. However, exposure to the air and natural ageing will inevitably degrade the colours over time. Exposure to ultraviolet and infrared light should be avoided as no remedy can be guaranteed.

#### **WEAR AND TEAR**

Wear and tear is an inevitable phenomenon associated with the intense use of our products. We guarantee our products against unusually premature wear and tear in normal conditions of use contingent on each product being clean and subject to installation being carried out according to usual, current practices employed in the upholstery industry or according to standardised technical documents.

#### **PATTERN MATCHING**

A tolerance of 3%, inherent to the manufacturing process, is accepted for the pattern matching of certain products which are yarn-dyed (horizontal stripes, checks).

#### **CLEANING**

The cleaning of our products, either removable (curtains, bedspreads) or fixed (seats, wallcoverings) should be carried out by a professional cleaner. If there is any doubt in the result to be expected from cleaning, or in the dimensional stability, it would be advisable to undertake a preliminary test. If the fabric has undergone an anti-staining treatment, for example a product treated with a fluoride, this should be cleaned by a specialist.

#### **COLOUR VARIATION**

For technical reasons it is impossible to guarantee a perfect colour match between samples and goods in stock as well as between different batches of stock or coordinated product references.

**ADDITIONAL TREATMENTS**

No additional treatment applied to our fabrics on the client's own initiative can be guaranteed by the company. In fact certain products (depending on the type of treatment) can display: slight shrinkage from 5 to 7%, whitish stains, a greasy feel, the appearance of creasing over time, the risk of marbling and ring marks, a changing of the colour. If there is any doubt in the result to be expected of such a treatment, it is recommended that a preliminary test is undertaken with a sample.

**WALLPAPER AND WALLCOVERING TECHNICAL SPECIFICATIONS:**

The manufacturing process of our wallpapers varies according to the range. The majority of our wallpapers are manufactured using a traditional printing method, with small irregularities or discrepancies possible and unavoidable. They cannot be considered as grounds for complaint. Variations in tone and colour can also occur according to the different batches and different dye numbers. From one batch to another, the width of the roll may vary slightly from the information in the price list. Such variations, not exceeding + or - 3% will not be subject to a claim.

the company cannot be held responsible for any major fault or irregularity noticed after the hanging of more than 3 drops. No claim will be considered if the result of any kind non-professional treatment. We will not reimburse any extra cost incurred as a result of not following the hanging instructions supplied with every roll of our wallpaper.