



## CONDITIONS GENERALES DE VENTE

### SCOPE

P'TIT CLOWN sells exclusively festive items (the "Goods") to professionals. Therefore, the Consumer Code shall not apply to the relations between the parties.

Any purchase order placed by a customer (the "Customer") for any of the Goods offered by P'TIT CLOWN implies the conclusion of a contract governed by these General Terms of Sale ("GTS"). Placing a purchase order for P'TIT CLOWN's Goods implies hence full acceptance of these GTS.

Customer's special terms of purchase or any other provisions issued by the Customer and contrary to these GTS are by no means applicable and enforceable to P'TIT CLOWN, unless there is an express prior agreement between the parties. Prior and explicit special terms of P'TIT CLOWN may be agreed with the Customer.

### 1. ORDERS

1.1 In order to place an order, the Customer shall submit to P'TIT CLOWN the purchase order by any means. For example, it can be submitted by e-mail, phone, through a salesman or via the Internet. The Customer's order will be considered as accepted by P'TIT CLOWN once P'TIT CLOWN has accepted the order by e-mail or by sending an order form.

1.2 Any request for the modification of the order will be subject to P'TIT CLOWN's express, prior and written agreement.

1.3 The order is not transferable without P'TIT CLOWN's express prior agreement.

1.4 The Customer commits not to sell any of the Goods without its packaging, user manual or any other item guaranteeing the appropriate use of the Goods.

The Customer commits not to modify or alter the Goods' quality, not to modify or alter the tags, manuals, packaging or their information. More generally, the Customer commits to store the Product according to the storage rules that may be specified on the packaging and not to sell to its own customers perishable goods after the expiry date.

1.5 Under no circumstances may any final order placed by the Customer be withdrawn. The Customer is solely responsible for the quantity of Goods ordered and no return will be accepted without P'TIT CLOWN's exceptional express agreement and subject to a new order for other Goods of at least equal value.

1.6 Notwithstanding the Customer's order, P'TIT CLOWN reserves the right not to comply in the event it is based on an initial proposal containing a material error such as pricing error, the application of a multiplying coefficient, or if the Customer is liable to pay one or several overdue invoices.

### 2. DELIVERY

2.1 Delivery will be made by P'TIT CLOWN or by any carrier of its choice. Delivery charges are not included in the Goods' prices. Delivery charges are specified in the delivery form sent by e-mail to the Customer on the shipping date. Nevertheless, delivery charges may be communicated to the Customer prior to delivery at its express request.

2.2 For deliveries in mainland France, shipping costs will be as follows:

- €15 exVAT if order amount less than €200 exVAT.
- €30 exVAT tax if order amount is between €200 and €500 exVAT.
- €40 exVAT if order amount less than €500 exVAT for Express delivery.

These packages are established for the current year and can be revised annually.

Please note: these packages do not include the confetti bag reference 10kg (reference no. 31311), additional shipping costs apply.

For deliveries outside mainland France, shipping costs will be calculated on quote.

2.3 It is hereby specified that freight paid will be granted when orders are over:

- €500 EX VAT for metropolitan France (except for express delivery).
- €500 EX VAT DOM-TOM (French overseas territories) delivery to French port on the continent (except for express delivery)
- €800 EX VAT Belgium, Luxembourg / excl. islands (except for express delivery)
- €1,000 EX VAT Netherlands / excl. islands (except for express delivery)
- €1,500 EX VAT Germany, Spain, Portugal, Italy / excl. islands (except for express delivery)
- €1,500 EX VAT Switzerland, excluding import customs fees (except for express delivery)
- Other countries/islands: please contact us for a quote
- Part river freight: contact us for a quote (ie Denmark)
- Sea freight: contact us for a quote
- Air freight: contact us for a quote

Incoterms for European export:

- If the carriage paid is reached, the Incoterm ICC 2020 DAP + city of delivery will apply.
- If the carriage paid is not reached, the incoterm ICC 2020 FCA Torigny-Les-Villes will apply, and delivery charges will be invoiced.

- For the DOM-TOM, the Incoterm will be FCA + place of delivery in France or EXW will apply. If another incoterm is desired, a quote will be required.

For export outside Europe, the incoterm will be defined when creating an account, ie EXW, FCA, DAP which will require a quote. If another incoterm is desired, a quote will also be required.

The Customer may also choose to ship the Goods with the carrier of its choice and at its own expenses. In any case, the transfer of risk to the Customer will occur as soon as the carrier collects the Goods from P'TIT CLOWN.

2.4. Delivery dates are provided solely for information purposes.

Nevertheless, P'TIT CLOWN endeavours to respect the delivery dates specified on the order form or in the confirmation e-mail. In the event of a delay in delivery, P'TIT CLOWN may not be held liable in any case and, especially but not exclusively, in case of force majeure or circumstances such as strikes, fires, supply difficulties, inability to access to the Internet whichever the reason.

In any event, delays in delivery may not give rise to any penalty or compensation, nor can it entail the cancellation of the order without P'TIT CLOWN's exceptional and express agreement.

### 3. NON-COMPLIANCE AND RETURNS

3.1 Upon reception of the Goods, the Customer shall immediately check their compliance with the order.

Without prejudice to the provisions to be taken regarding the carrier, claims concerning apparent defects or the non-compliance of the delivered Goods with the ordered Goods shall be sent by e-mail to [reclamation@ptitclown.com](mailto:reclamation@ptitclown.com) within five (5) working days of receipt or collection of the Goods by the Customer, along with pictures showing the damaged Goods or the description of the non-compliant Goods that have been delivered and the specific details of the Goods that have been ordered but not delivered.

Generally, the Customer shall provide with any proof regarding the actual existence of the identified defects or anomalies. The Customer shall enable in any possible way P'TIT CLOWN to assess these defects and to provide them with a solution. The Customer undertakes that its personnel or third parties will refrain from taking any actions on the concerned Goods. After this deadline, P'TIT CLOWN shall not accept any claim.

3.2 Any return of Goods requires P'TIT CLOWN's prior, express and written agreement. Goods that will be returned without this agreement, will be made available to the Customer and will not give rise to a credit note. The return costs and risks will be at the Customer's expense.

Any return that has been accepted by P'TIT CLOWN may give rise to a credit note in favour of the Customer, upon quantitative and qualitative verification of the returned Goods. Any compensation is formally excluded.

### 4. P'TIT CLOWN'S LIABILITY

P'TIT CLOWN may not be held liable to the Customer or to third parties for any indirect damages, such as operating loss, commercial damages, loss of customers, financial or social penalties or data loss. P'TIT CLOWN may not be held responsible in case of force majeure or due to reasons beyond its control, such as strikes, work interruptions, the unexpected but justified absence of a collaborator, the inability to access to the Internet and/or the Customer's website whichever the reason, delays on provider's behalf, casualties or accidents.

The Customer may not invoke the P'TIT CLOWN's responsibility if a third party invokes the Customer's responsibility for the purposes of the intellectual property rights concerning the product commercialised by P'TIT CLOWN. The Customer is solely responsible for the Goods ordered to P'TIT CLOWN and commits to personally verify the rights concerning the ordered Goods.

### 5. RETENTION OF TITLE

IN ACCORDANCE WITH THE LAW n° 80-335 of 12<sup>th</sup> May 1980, IT IS RECALLED THAT THE GOODS ARE SOLD SUBJECT TO THE TRANSFER OF OWNERSHIP RESULTING FROM THE FULL PAYMENT OF THE AGREED PRICE. P'TIT CLOWN retains the full ownership of the Goods until full payment of the invoice. Until then, the delivered Goods will be considered in deposit and the Customer will assume the damage risks that may eventually suffer or provoke for whatsoever reason.

Payment failure or failure to pay on one of the due dates may lead to the Goods being reclaimed.

### 6. PRICE, INVOICING AND PAYMENT

6.1 The prices, information or notes featuring in P'TIT CLOWN's catalogue and/or in P'TIT CLOWN's rate sheet are those in force on the date of the order.

Prices are net and exclusive of taxes on the basis of the rates communicated to the Customer.

However, prices may be renegotiated after an order is placed in accordance with article 1195 of the Civil Code, if a change of unreasonable circumstances makes the performance of the contract too onerous for the company P'tit Clown (variation of the cost of transporting the goods, fluctuations in the value of the dollar, raw materials ...).

6.2. P'TIT CLOWN will issue an invoice, which will be sent to the Customer by mail or electronically.

6.3. Regarding the payment, unless otherwise agreed, Customers guaranteed by the company EULER HERMES shall pay the invoices by bank transfer, bank cheque, bank draft or bill of exchange within thirty (30) calendar days from the invoice's issue date.

Customers not guaranteed by this company shall pay the invoice by bank transfer before shipment of the order.

In France, the order will be shipped after payment.

When exporting, the orders will be shipped after effective register of the transferred amounts by bank transfer to P'TIT CLOWN's bank account.

### 7. LATE PAYMENT AND PAYMENT FAILURE

Beyond invoice's due date, the Customer will be legally liable to pay:

- A compensation for late payment equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 points, until the date it will be effectively paid.
- A fixed compensation of at least 40 € for recovery costs in accordance with the law n° 2012-387 of 22<sup>nd</sup> February 2012 and the Decree 2012-1115 of 2<sup>nd</sup> October 2012.

Besides, in the event of late payment, P'TIT CLOWN reserves the right to immediately suspend its contractual obligations until full payment of the outstanding sums.

In the event of fractioned payment, failure to pay on one of the due dates shall entail its close-out and shall render the total amount due to P'TIT CLOWN, including the sums not yet overdue, payable.

### 8. MEMBERSHIP OF ECO-AGENCIES

In accordance with legal provisions, the company P'TIT CLOWN has joined the following organizations:

- ECOSYSTEM: Unique identifier FR025540\_05OGPv, with regards to its obligation to register for Electrical and Electronic Equipment and realization of its marketing declarations.
- CITEO: Unique identifier FR216583\_01MRIO, with regards to its registration obligation for paper and household packaging.
- COREPILE: Unique identifier FR033858\_06TPT3 at with regards to its registration obligation for batteries and portable batteries.
- ECO-MAISON: Unique identifier FR216583\_12UGLV at with regards to its obligation to register in the National Agency Register for Market Makers Environment and Energy Management (ADEME) for waste management of furnishing elements for the toy industry.
- REFASHION: Unique identifier FR216583\_11UYGV at with regards to its obligation to register for the textile Market.

### 9. INDEPENDENCE OF THE CLAUSES

Shall any of the GTS' provisions become unnecessary, invalid or enforceable, the other GTS' provisions remain unchanged and applicable, as if the unnecessary, invalid or enforceable provisions were not featuring in the GTS.

### 10. COMPETENT JURISDICTION – GOVERNING LAW

P'TIT CLOWN chooses its headquarters as address. The Commercial Court of PARIS shall have exclusive jurisdiction to hear disputes regarding the application, interpretation or compliance of these General Terms of Sale, even in the event of introduction of third parties. The governing law is the French law.