

GENERAL TERMS AND CONDITIONS OF SALE – Billards Toulet Store and Web / Babyfoot by Toulet Store and Web
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ARTICLE 1 – SCOPE – GENERAL PROVISIONS

These General Terms and Conditions of Sale (hereinafter referred to as the “General Terms”) apply without restriction or reservation to all sales contracts:

- Relating to one or more goods (hereinafter the “Product(s)”) marketed on the websites www.billard-toulet.com and www.babyfoot-toulet.com (hereinafter the “Site”) by the company Billards Toulet and Babyfoot by Toulet (hereinafter “Toulet”), a simplified joint-stock company (SAS) with a share capital of €500,000, whose registered office is located at 37-1 chemin de Marcq – 59910 Bondues, registered with the Lille Trade and Companies Register under number 503 536 781 for Billards Toulet, and a simplified joint-stock company (SAS) with a share capital of €43,000, whose registered office is located at 37-1 chemin de Marcq – 59910 Bondues, registered with the Lille Trade and Companies Register under number 805 207 933 for Babyfoot by Toulet.

The sales contract for one or more Products consists of:

- these General Terms; and
- the order confirmation received by the Customer by email or by post.

ARTICLE 2 – ENFORCEABILITY OF THE GENERAL TERMS

These General Terms are accessible on the Site, in accordance with the provisions of Article 1125 of the French Civil Code.

Acceptance of these General Terms is carried out after reading them, by means of a positive double click at the time of order validation. The Customer thus declares that they have read and understood these General Terms. Placing an order on the Site therefore implies full and unconditional acceptance of these General Terms of Sale. Failing such acceptance, no order may be finalized and no Product may be purchased by the Customer. The Customer acknowledges being fully informed that their agreement to the content of these General Terms does not require a handwritten signature of this document, but results solely from the placement of an order. The Customer has the option to save and reproduce these General Terms of Sale.

ARTICLE 3 – MODIFICATION OF THE GENERAL TERMS

Toulet reserves the right to modify these General Terms at any time. The version of the General Terms applicable to the sale shall be the one in force and available online at the time the order is placed by the Customer.

ARTICLE 4 – CAPACITY

The purchase of products marketed by Toulet does not constitute an act of day-to-day management within the meaning of the provisions of Article 1145 of the French Civil Code.

Accordingly, the Customer declares that they have the legal capacity to contract under the conditions described herein, that is, to be either an emancipated minor or of legal age and not subject to legal protection within the meaning of Article 425 of the French Civil Code.

ARTICLE 5 – ORDER**5.1 PLACEMENT OF THE ORDER**

The Customer places the order in accordance with the specifications set out on the Site or in-store. The Customer’s order shall be considered effective by Toulet upon acceptance of the payment method by the website or upon receipt of funds in the case of payment by bank transfer.

5.2 PERSONAL INFORMATION

When placing an order, the Customer agrees to provide the requested information and guarantees its accuracy. Toulet shall not be held liable for any data entry errors made by the Customer or for the consequences that may result in delivery delays or errors.

In order to ensure the security of transactions and prevent payment fraud, Toulet reserves the right to carry out verification checks on the information provided at the time of order placement. Toulet may therefore request one or more supporting documents from the Customer by telephone or email.

Such a request will result in the suspension of the order pending receipt of the requested documents by email or post.

In the event of non-compliance of the supporting documents or absence of response, Toulet reserves the right to cancel the order. Such cancellation shall not give rise to any damages payable to the Customer; the Customer will only be refunded the amounts already paid.

5.3 TERMS OF PAYMENT**OFFLINE (OUTSIDE THE WEBSITE):**

Unless otherwise expressly agreed between the parties, the payment terms are as follows:

- A deposit of **30% of the total amount of the order** is due upon validation of the order. The order shall only be considered firm and final upon receipt of this deposit.
- The balance, i.e. **70% of the total amount**, must be paid **prior to delivery of the products or their collection from our workshops**.

No product shall be delivered or handed over to the Customer until full payment has been received.

In the event of non-compliance with these conditions, the seller reserves the right to suspend or cancel the order, without prejudice to any other legal action.

ONLINE (WEBSITE):

All items are payable in full by the Customer at the time of order.

- Payment may be made by secure credit card (Visa, Carte Bleue, Mastercard). Toulet reserves the right not to accept foreign credit cards.
- Payment in **3 or 4 instalments free of charge** by Visa or Mastercard is available for orders between ninety euros (€90) and three thousand euros (€3,000). The first instalment is debited immediately by credit card. The remaining three or four instalments will be debited from the Customer's bank account via the imprint of the credit card used.

This allows payment to be split into 3 or 4 instalments according to the following schedule:

Payment in 3 instalments:

- 1st instalment: on the day of the order: 1/3 of the total amount
- 2nd instalment: 30 days after the order: 1/3 of the total amount
- 3rd instalment: 60 days after the order: 1/3 of the total amount

Payment in 4 instalments:

- 1st instalment: on the day of the order: 1/4 of the total amount
- 2nd instalment: 30 days after the order: 1/4 of the total amount
- 3rd instalment: 60 days after the order: 1/4 of the total amount
- 4th instalment: 85 days after the order: 1/4 of the total amount

Eligibility conditions:

- Payment must be made using a Visa or Mastercard credit card (excluding Electron, Maestro, American Express, e-CB and prepaid cards)
- The credit card used must remain valid for at least 90 days following the first instalment
- This offer is reserved for private individuals (natural persons of legal age) residing in France or in a French overseas department or territory
- If the eligibility conditions are met, the "payment in 3 or 4 instalments by credit card" option will be offered at the payment stage. This solution is provided by Toulet's financial partner

5.4 CONFIRMATION

The order becomes binding upon the Customer once validated, subject to the application of Article 9 "Right of Withdrawal".

Validation of the order and payment thereof result in the sending of a confirmation email by Toulet to the email address provided by the Customer.

The Customer will receive confirmation of the name and full contact details of the Toulet company to which the sales contract may be assigned and which will be responsible for processing, monitoring and delivering the ordered items.

The data provided by the Customer and recorded by Toulet at the time of order registration constitutes proof of the transactions between the Customer and Toulet.

Information relating to the order is subject to computerized data processing for which Toulet is responsible, in accordance with Article 12 of these General Terms.

5.5 ESTIMATED DELIVERY DATE

Upon receipt of the confirmation email, the Customer will be informed of the approximate delivery time for their order.

For products not held in stock and requiring manufacturing, the Customer will receive a more precise delivery timeframe once the order has been processed by our manufacturers (in the days following order validation).

Delivery times may vary depending on order volume and the time of year.

5.6 ORDER CANCELLATION

The order becomes binding upon the Customer once validated, subject to the application of Article 8 "Right of Withdrawal".

5.7 ORDER TRACKING

Upon receipt of the order confirmation email sent by Toulet, the Customer may, by clicking on "MY ACCOUNT" and then "MY ORDERS", track the progress of their order and its delivery.

The Customer may also track their order by contacting directly the franchised store in charge of the order or Toulet Customer Service.

ARTICLE 6 – PRICES AND PRODUCTS

6.1 PRODUCT CUSTOMIZATION

With the exception of decorative accessories, rugs and lighting fixtures, as well as billiards tables and table football units held in stock, no products presented on the Site or in-store are kept in stock. Each product is manufactured specifically for each Customer after confirmation of the order.

In the case of orders for products made to the Customer's specifications, the Customer may not request cancellation of the order in accordance with Article L221-28 of the French Consumer Code, which excludes the possibility for the Customer to exercise their right of withdrawal.

6.2 PRODUCT INFORMATION

The products offered for sale are those presented on the Site or in-store. Products are described by Toulet using descriptive sheets and photographs on the Site with the greatest possible accuracy.

However, Toulet informs the Customer that, despite all due care taken, the photographs cannot ensure perfect similarity with the product offered for sale, particularly with regard to colors. Differences may result from the color quality of the photographs, the difficulty of accurately rendering materials on screen, or technical adaptations, without this list being exhaustive.

Such differences shall under no circumstances be interpreted as defects of conformity, nor shall they justify cancellation of the sale or give rise to Toulet's liability.

Any order constitutes express and irrevocable acceptance of the product description.

6.3 PRODUCT AVAILABILITY

Decorative accessories, as well as billiards tables and table football units held in stock, are dispatched within **96 business hours** following receipt of the order.

All billiards tables and table football units are manufactured after confirmation of the order, which implies an estimated delivery time communicated to the Customer on each product description page.

The Customer acknowledges and accepts that Toulet will use its best efforts to process and fulfill all validated orders within the indicated timeframes.

In the event that, after confirmation of the order by Toulet, certain products become totally or partially unavailable, Toulet shall inform the Customer of such unavailability by email.

In accordance with Articles L216-1 et seq. of the French Consumer Code, the Customer may terminate the contract by registered letter with acknowledgment of receipt or by written notice on another durable medium if, after having requested the professional, under the same conditions, to perform delivery or provide the service within an additional reasonable period, the latter has failed to do so within such period.

Toulet shall refund the order within fourteen (14) days from the date on which the contract was terminated.

The unavailability of products shall not give rise to Toulet's liability.

6.4 PRICES

Prices indicated on the Site or in-store are expressed in euros and are inclusive of all taxes (VAT included), including the VAT applicable on the date of the order as well as any applicable eco-contribution. Any change in the VAT rate may be reflected in the price of the products.

Prices and promotional offers indicated on the Site or in-store are valid only in mainland France and Monaco.

Product prices do not include delivery and installation costs, which shall be invoiced in addition to the sale price of the products (delivery and installation costs are displayed on the Site or in-store and specified to the Customer at the time of the order), unless otherwise expressly stated.

For products delivered to Corsica and to islands within mainland France, additional specific delivery preparation costs may apply. These charges will be specified during the checkout process after the delivery address has been entered.

Products are invoiced at the rate in force on the Site or in-store at the time the order is recorded by the Customer. Billards Toulet reserves the right to modify its prices at any time without prior notice, it being understood that the price displayed at the time of the Customer's order shall not be subject to any modification.

ARTICLE 7 – DELIVERY

7.1 PRIOR TO DELIVERY OF THE ORDER

Prior to placing any order, the Customer must ensure that each ordered product can be delivered without difficulty and must verify that the dimensions of the packages and products specified on the product sheet are compatible with the specific constraints of their home (lifts, staircases, corridors, entrance doors, destination room, etc.). The Customer must therefore take all necessary measures to ensure the proper execution of the delivery.

Any difficulty encountered during delivery for which the Customer is solely responsible shall result in the Customer bearing the costs associated with a new delivery (redelivery, dismantling, delivery through a window, etc.).

7.2 DELIVERY TERMS

Decorative accessories, lighting and rugs

Delivery of decorative accessories shall take place within **2 to 5 days** following shipment by carrier or postal services, against signature, to the address provided by the Customer at the time of the order.

Billiards tables and table football units

Delivery of products may be carried out in mainland France and Monaco. Delivery and installation of the products shall take place at the Customer's home and in the room of their choice.

Toulet's carrier will contact the Customer to arrange a delivery date. In the event of the Customer's absence on the scheduled delivery date, the Customer must contact the carrier no later than the day before the appointment in order to arrange a new delivery date.

When scheduling the delivery appointment with Toulet's carrier, the Customer must expressly indicate any access difficulties that the carrier may encounter.

Any additional costs related to the rental of lifting equipment, crane delivery, or similar operations shall be borne by the Customer and invoiced by the carrier in addition to the sale price and delivery costs indicated on the Site.

The Customer undertakes to be present on the agreed delivery date and to verify the conformity of the order upon receipt.

In the event of the Customer's absence at the delivery address or in the event of an error made by the Customer in the delivery address, the costs of a new delivery shall be borne by the Customer.

The cost of a new delivery shall correspond to the initial delivery charges (excluding any discount) indicated at the time of the order for mainland France or Monaco.

Likewise, in the event of impossibility of delivery due to access difficulties not previously reported, the costs of a new delivery shall be borne by the Customer.

If a delivery appointment cannot be arranged due to the Customer, and fifteen (15) days after a formal notice has remained unsuccessful, the sale shall be considered terminated. Toulet shall retain any sums already paid.

The products are accompanied by a delivery note. An invoice will be made available to the Customer on the Site or in-store in the days following delivery.

7.3 DELIVERY AND INSTALLATION COSTS

Delivery and installation costs shall be charged to the Customer in addition to the products sold, on a flat-rate basis depending on the products ordered and the delivery address provided by the Customer. These costs are indicated prior to final validation of the order.

7.4 DELIVERY TIMES

Toulet informs the Customer of estimated delivery times on each product description page available on the Site.

Upon confirmation of the order by email, an estimated delivery date will be provided. This date will be confirmed and refined in the days following the order, once Toulet has completed the necessary checks and technical validations.

In the event of a delivery issue, Toulet undertakes to use its best efforts to inform the Customer of any potential delay.

In accordance with Articles L216-1 to L216-6 of the French Consumer Code, in the event of delay, the Customer may terminate the sale. In such case, the Customer shall be reimbursed for the full amount of the order, including delivery costs.

Toulet shall not be held liable where the delay in delivery is due to a case of force majeure.

7.5 UPON DELIVERY

Before signing the delivery note, the Customer must:

- Check the apparent condition of the package(s)
- Check the condition of the products inside the package(s)
- Verify the conformity of the products with both the delivery note and the ordered goods

It is therefore the Customer's responsibility to carry out all necessary checks to assess the conformity of the products upon delivery. This verification shall be deemed to have been carried out once the Customer has signed the delivery note.

In the event of anomalies observed at the time of delivery, the Customer must make all necessary reservations, detailed, legible and as precise as possible (breakage, damage, non-conformity: incorrect product, different color and/or dimensions; missing items, etc.).

Where delivery is carried out by a carrier, the Customer must record their reservations on the delivery note. In the absence of precise reservations made by the Customer, the delivery shall be deemed compliant, subject to the warranties described in Article 9 below.

ARTICLE 8 – RIGHT OF WITHDRAWAL

The right of withdrawal cannot be exercised, in accordance with the provisions of Article L221-28 of the French Consumer Code, where the Customer has ordered a product manufactured under the conditions described in Article 6.1 above. In this context, no return of products will be accepted by Toulet.

8.1 RETURN PROCEDURE

The Customer must exercise their right of withdrawal by sending (by email or post) to the Toulet Customer Service that handled the order the withdrawal form reproduced below, attaching any document evidencing the date of receipt of the products (e.g. delivery note).

The Toulet store undertakes to contact the Customer within seventy-two (72) hours to explain the return procedure.

The Product(s) for which the Customer exercises their right of withdrawal must be returned to the address communicated by the store within a maximum period of fourteen (14) clear days from the withdrawal. The Customer must return all products in their original packaging, in perfect condition, and carefully prepare the return parcel(s).

Returns will only be accepted if the return procedure is complied with by the Customer.

The Customer may not exercise their right of withdrawal if the returned products are no longer suitable for resale, for example due to obvious deterioration.

Where delivery was carried out by a carrier, the Customer may either return the products by their own means or, if unable to do so, Toulet will provide a collection service at the Customer's expense, the cost of which shall be equivalent to the initial delivery cost (excluding any discount).

Where products are returned by the Customer in accordance with this Article, the Customer shall bear the risks associated with transport.

8.2 EXCHANGE / REFUND OF PRODUCTS

The Customer who has exercised their right of withdrawal may choose either to request an exchange or a refund.

Exchange:

If the Customer requests an exchange, returns will only be accepted if the return procedure described above has been strictly followed.

Once the return has been accepted by Toulet, the Customer's request will be processed. The new products will be delivered within a reasonable timeframe depending on availability (within 3 weeks if the product is in stock and within 12 weeks if Toulet must order it from its suppliers).

If the requested products are unavailable, Toulet will inform the Customer and proceed with a refund under the conditions described below.

Refund:

Where the right of withdrawal is exercised, Toulet undertakes to refund the Customer within fourteen (14) days from the date on which the right was exercised, in accordance with Article L121-21-4 of the French Consumer Code, after verification of the products.

The refund will be made using the same payment method as that used by the Customer, less any return costs where the collection service has been used.

Any product damaged by the Customer will not be refunded or may be only partially refunded.

ARTICLE 9 – WARRANTY

Toulet's warranty covers only the flatness of the playing surface, provided that the product is equipped with a metal structure. Toulet declines all responsibility for the flatness of the Customer's floor. This warranty shall not apply if the product has been dismantled or moved by persons other than Toulet personnel.

In any event, the Customer benefits from the legal guarantee of conformity and the warranty against hidden defects in accordance with Articles L217-1 to L218-2 of the French Consumer Code and Articles 1641 to 1649 of the French Civil Code.

9.1 IN CASE OF LACK OF CONFORMITY

Toulet is required to deliver products that conform to the contract and is liable for any lack of conformity existing at the time of delivery.

Claims arising from lack of conformity are subject to a limitation period of two (2) years from delivery of the Products.

9.2 IN CASE OF HIDDEN DEFECT

Toulet is liable for hidden defects in the sold goods that render them unfit for their intended use.

Claims arising from hidden defects must be brought by the Customer within two (2) years from discovery of the defect.

In accordance with Articles 1641 to 1649 of the French Civil Code, the Customer may choose either to return the product and obtain a full refund or to retain the product and obtain a partial refund.

Toulet may also offer replacement of the products.

9.3 EXCLUSIONS FROM WARRANTY

The warranty does not cover:

- Normal wear and tear of products
- Discoloration, alteration or any modification or deterioration in appearance resulting from:
 - excessive exposure to natural or artificial light
 - use of unsuitable maintenance products or failure to follow maintenance instructions
 - external causes: household accidents, water damage, stains, burns, scratches, animals, etc.
- Improper assembly, leveling or adjustment, or any intervention carried out by persons not authorized by Toulet
- Deformation of fixed or movable mechanical structures, or breakage resulting from misuse or excessive localized loads
- Damage intentionally caused by the user
- Use in public or professional premises, unless the product is specifically designed for such use and stated on the order form
- Repairs or modifications carried out by the Customer or a third party without the prior written consent of Toulet Customer Service

9.4 CLAIMS

To benefit from the legal warranty, the Customer must notify Toulet of the defect as soon as it appears by sending a letter, together with photographs, to the Toulet Customer Service of the store that delivered the order or to Toulet Web.

The Customer must comply with the product return conditions.

The cost of returning the products shall be borne by Toulet.

ARTICLE 10 – DISPUTES AND LIABILITY

The Customer is required to verify the completeness and accuracy of the information provided to Toulet at the time of the order, in particular the delivery address.

The Customer is solely responsible for the information provided during registration and when placing the order. Toulet cannot be held liable for any data entry errors that may result in delivery errors. If the delivery address proves to be incorrect or if the Customer decides to change the delivery address after shipment of the products by Toulet, the costs of a new delivery shall be borne by the Customer.

The selection and purchase of products by the Customer are under the Customer's sole responsibility.

Consequently, the total or partial inability to use the products, in particular due to product incompatibility, shall not give rise to any compensation, refund or liability on the part of Toulet, except in the case of a proven hidden defect, lack of conformity, defectiveness, or the exercise of the right of withdrawal provided for by the French Consumer Code.

Toulet shall not be held liable for any damage resulting from misuse of the products by the Customer or in the event of a fortuitous event or force majeure.

In accordance with Article 1218 of the French Civil Code, force majeure is defined as an event beyond the control of the debtor, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, preventing the performance of the obligation.

In the event of force majeure or a fortuitous event, Toulet undertakes to inform the Customer within seven (7) days of its occurrence.

ARTICLE 11 – MEDIATION

In accordance with Article R612-1 of the French Consumer Code, the Customer may, free of charge, use the mediation service of AME (Association de Médiation Européenne) electronically at: www.mediationconso-ame.com, for any complaints previously submitted in writing to the seller's customer service within the past year and not satisfactorily resolved.

ARTICLE 12 – DATA PROTECTION (INFORMATION TECHNOLOGY AND FREEDOMS)

Personal data relating to the Customer (hereinafter the "Data") is collected and processed in strict compliance with Law No. 2018-493 of 20 June 2018 relating to the protection of individuals with regard to personal data, amending Law No. 78-17 of 6 January 1978 on data processing, files and freedoms, in order to incorporate the

provisions of Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of personal data and on the free movement of such data (the “Data Protection Act”).

In this respect, the Customer has the right to withdraw their consent to the processing of their Data at any time, as well as the right of access, rectification, erasure, restriction of processing, data portability and the right to object.

These rights may be exercised, with respect to Data collected and processed by Toulet, by writing to the following address:

Toulet Customer Service
37/1 chemin de Marcq
59910 Bondues – FRANCE

ARTICLE 13 – INTELLECTUAL PROPERTY

All elements of the Site are and shall remain the exclusive intellectual property of Toulet.

The Customer is not authorized to reproduce, exploit, distribute or use, for any purpose whatsoever, even partially, any elements of the products or the Site, whether software, visual or audio.

The texts, images, drawings, layout and graphic design of the products or the Site are protected by intellectual property law. It is prohibited to copy, extract, distribute, modify or adapt the content of the products or the Site.

Downloading and printing of texts, images and graphic elements are authorized solely for private and non-commercial use. The reproduction of drawings, images, audio documents, video sequences and texts in other electronic or printed publications requires the prior written consent of Toulet.

Unauthorized use constitutes the offence of infringement. The trademarks and logos appearing on the products or the Site are registered and protected trademarks. Any total or partial reproduction of such trademarks and/or logos, carried out from elements of the products or the Site without the express authorization of Toulet, constitutes an act of infringement punishable under Articles L335-2 et seq. of the French Intellectual Property Code.

The databases established by Toulet are protected by copyright as well as by the Law of 1 July 1998 transposing into the French Intellectual Property Code the European Directive of 11 March 1996 on the legal protection of databases. Any extraction must be limited and carried out solely for private purposes. Any simple or hypertext link is strictly prohibited.

Consequently, the Customer may access and display the content of the database and any other elements of the Site only for non-commercial and private use.

ARTICLE 14 – USE OF COOKIES

A cookie is a small file containing textual information that is stored on your hard drive when you visit a website. Our Site uses cookies which we may access when you return to our Site. These cookies allow us to record information relating to the pages you consult on our Site. They help us understand your navigation on the Site and allow us to save your preferences for future visits in order to improve the services we are able to offer you. You may, if you wish, block cookies by modifying the settings in your internet browser.

ARTICLE 15 – SEVERABILITY

If any provision of the General Terms becomes null, unenforceable, void, illegal or inapplicable as a result of a law, regulation or a final decision of a competent court, this shall not affect the validity, legality or enforceability of the remaining provisions of these General Terms, which shall remain in full force and effect. The Customer shall remain bound to perform their contractual obligations and may not rely on such invalidity to claim any exemption from liability.

ARTICLE 16 – NON-WAIVER

The fact that Toulet does not invoke any provision of the General Terms at a given time shall not be interpreted as a waiver of its right to invoke such provision at a later date, nor shall it prevent Toulet from exercising any other right or remedy.

ARTICLE 17 – LANGUAGE, APPLICABLE LAW AND JURISDICTION

The General Terms are drafted in the French language. In the event that they are translated into one or more languages, only the French version shall prevail in the event of a dispute.

The General Terms are governed exclusively by French law.

The parties shall seek, prior to any legal action, an amicable settlement.

Failing an amicable agreement, any dispute relating to the formation, performance, interpretation or termination of the General Terms, even in the event of multiple defendants or third-party claims, shall fall under the exclusive jurisdiction of the French courts