

Terms and conditions of sale applicable to the professionals of decoration

Orders

Any order placed at Samuel & Sons implies the acceptance of the terms and conditions of sale of Samuel & Sons.

Orders can be placed:

For France:

- By email: france@samuelandsons.com □ On the website: www.samuelandsons.com

For all other countries:

- By email: europe@samuelandsons.co.uk
- On the website: www.samuelandsons.com

Selling price

The Samuel & Sons products are invoiced in euros on the basis of the price list in force on the day the order is placed, Samuel & Sons expressly reserving the right to modify its tariffs at any time.

The prices indicated in the price lists are "ex works".

For any order deliverable in mainland France, a lump sum amount of 15 € will be applied, corresponding to a contribution to the shipping and order preparation costs.

For all other destinations, orders will be subject to the shipping costs applicable at the time the order is placed.

Unless expressly stipulated otherwise, the products are shipped by the carrier chosen by Samuel & Sons. In the event of shipment by another carrier, the shipping costs will be borne by the customer.

For products sold by the meter, the following billing principle will apply: minimum billing of one linear meter, then multiples of ten (10) centimeters.

Samuel & Sons cannot be held responsible for any typographical errors that may appear in the tariffs. The photographs and images appearing in the commercial documents are not contractual.

Creation of customer account

Upon receipt of a first order, Samuel & Sons opens a customer account in the customer's name.

The customer must provide all the necessary information to validate its legal and statutory existence (bank details, registration extract, intra-community VAT number ...) as well as the account opening form duly completed by the customer.

Territoriality Clause

Without prejudice to the applicable legal provisions, Samuel & Sons reserves the right to refuse to deliver orders to foreign countries that do not correspond to the customer's country of origin in the event of exclusive distribution or exclusive agent agreement in the country where delivery is required.

E-Commerce

The customer acknowledges, without prejudice to the applicable legal provisions, that he is not authorized by Samuel & Sons to market and/or distribute the products that he has acquired on its website or any other website insofar as such acts would be likely to unfairly disorganize Samuel & Sons' sales network. In the event of unfair acts carried out to its detriment, Samuel & Sons reserves the right to cease all supplies to the customer and/or to take all other appropriate measures with regard to the customer.

Terms of payment

All first orders are payable in advance, on the basis of a pro forma invoice.

Unless otherwise agreed, invoices are payable at thirty (30) days end of month by LCR for customers located in mainland France.

For all customers located outside France, invoices are payable at 30 days end of month by bank transfer unless otherwise stipulated by us.

Any customer who has not placed an order for a period of twelve months will be considered a new customer.

A down payment of fifty percent (50%) is due for any order requiring special manufacture or for any order exceeding six thousand (6,000) euros excluding taxes.

In the event of late payment, Samuel & Sons may request full payment of all invoices issued, by anticipated forfeiture of the term. Invoices which are overdue will be increased by a lump sum indemnity of forty (40) euros per invoice (articles L.441-9 and D.441-5 of the Commercial Code). If formal notice is required, the corresponding collection costs will give rise to a contractual increase equal to fifteen percent (15%) of the sums due, in addition to the legal interest for late payment.

The existence of an ongoing dispute relating to the payment of an invoice does not in any way exempt the customer from the payment of the said invoice.

In the event of delay or payment incident, Samuel & Sons reserves the right:

- to suspend or cancel orders in progress, without prejudice to all other remedies;
- to modify the terms of payment of the customer and to ask for an advance payment or a down payment for future orders.

Delivery

Upon receipt of the products, the customer must check and verify the products, at the latest within thirty (30) days of their receipt and before any use.

If a delivery is made by a third party, it is the responsibility of the customer to ensure that the products are checked upon receipt and are in conformity and in good condition. The customer is advised to send a sample of the product to this third party to enable such checks to be carried out.

No claim will be accepted after cutting, packaging or use of the products, nor if the claim is received after the abovementioned period of thirty (30) days. The responsibility of Samuel & Son is strictly limited to the value of the products as invoiced.

No claim will be accepted if the products have not been checked.

The delivery dates indicated on the order confirmation of Samuel & Sons are indicative and any possible delay will not allow the customer to cancel his order, to refuse the products or to ask for any compensation.

If the condition of the products is not that expected for the products sold due to improper handling during transport, the customer is required to notify the carrier on the receipt documents issued by the latter, as well as in writing under the conditions of the Commercial Code. Any claim concerning damage caused during transport must therefore be made by the recipient to the carrier.

In addition, the customer must notify Samuel & Sons in writing within fourteen (14) days of receipt of the products. After this fourteen (14) day period, no claim will be admissible by Samuel & Sons.

All products travel expressly at the customer's own risk.

Retention of title clause

SAMUEL & SONS RETAINS OWNERSHIP OF THE PRODUCTS UNTIL THE EFFECTIVE PAYMENT OF THE FULL PRICE IN PRINCIPAL AND ACCESSORIES BY THE CUSTOMER.

The non-payment of any of the installments can lead to Samuel & Sons claiming the products and the obligation for the customer to return them. These provisions do not prevent the transfer to the customer, as soon as the products are made available for transport for delivery, of the risks of loss and deterioration of the products sold as well as the risks related to the damage they could cause.

Special manufacturing

The prices communicated for special productions are net prices on which no additional discount can be applied. A fifty percent (50%) down payment will be required to start production. The time period indicated at the time of the order starts from the confirmation of the order and the reception of this down payment on the bank account of Samuel & Sons. The balance must be paid before the products are shipped.

Order cancellation

No order cancellation can be accepted once the products are available and the order has been prepared or shipped. When this is the case, the customer must refer solely to the product return policy.

No cancellation of orders is possible for orders for special manufacturing or for products that have been primed and/or processed.

Reservations

Any products reservations are valid for a period of ten (10) working days. Reservations not confirmed in writing within this period will be automatically cancelled.

Returns

The customer must contact Samuel & Sons before any return of products, this within a maximum period of thirty (30) days as from the reception of the products. No return can be made without the prior written agreement of Samuel & Sons.

For any return not attributable to Samuel & Sons, a twenty-five percent (25%) restocking fee will be deducted from the credit note established upon receipt of the products, which must be returned at the customer's expense in perfect resale condition and in their original packaging. The products must be returned to the address provided by Samuel & Sons, mentioning the return authorization number and attaching a copy of the initial invoice concerned.

No return of product(s) can be accepted for footage less than ten (10) meters or for footage that has been cut or made up.

Products that have been primed, treated or specially manufactured cannot be returned.

Conditional loan

For products loaned on condition such as tiebacks, rosettes, tassels, etc., an invoice will be issued upon shipment of the products and registered in the customer's account.

The loan is granted for a period of thirty (30) days.

In the event of return of the loan on condition, the products must be returned to the address indicated by Samuel & Sons in perfect state for resale, in their original packing and within the time limit of thirty (30) days.

The return costs are at the customer's expense.

After verification of the products, Samuel & Sons will establish the credit note corresponding to the return of the loan, after deduction of the original shipping costs.

Advice for use and guarantees

The products are guaranteed against any manufacturing defect for a period of one (1) year from the date of the purchase invoice, under normal use of the products and in accordance with the care instructions.

Our warranty is subject to the following conditions:

- The customer is the sole judge of the choice, use and implementation of the products and is solely responsible for the consequences arising thereof. Consequently, Samuel & Sons cannot substitute itself for the customer as regards the obligation of advice towards the end consumer.
- The description of the products in the price lists and catalogs is given as an indication. Samuel & Sons reserves the right to modify the characteristics of its products and apply any possible tariff change to them.
- Product widths and fittings are indicative and may vary slightly by +/- five percent (5%) from one manufacture to another.
- The conformity of dye batches is ensured within a range of +/- five percent (5%).
- When primers or complementary treatments are carried out on the products at the request of the customer, Samuel & Sons cannot guarantee the possible secondary phenomena which can appear following these treatments. Any additional treatment is at the customer's expense. Samuel & Sons cannot be held responsible for changes in product quality related to the treatments requested by the customer. If the treatment is entrusted to a third party, the customer must be informed of Samuel & Sons' guarantee conditions and of all the above instructions.

Jurisdiction - Applicable Law

IN THE EVENT OF A DISPUTE, THE COMMERCIAL COURT OF PARIS SHALL HAVE SOLE JURISDICTION, NOTWITHSTANDING ANY CLAUSES TO THE CONTRARY APPEARING IN THE DOCUMENTS PRODUCED BY THE CUSTOMER, REGARDLESS OF THE PLACE OF DELIVERY, THE METHOD OF PAYMENT, AND NOTWITHSTANDING A CALL FOR GUARANTEE OR A PLURALITY OF DEFENDANTS.

Unless otherwise agreed in writing, any order automatically entails the customer's adherence to these general terms and conditions of sale, notwithstanding any provision to the contrary in the customer's terms and conditions of purchase or commercial documents.

These terms and conditions of sale are subject to French law.