

## General Sales Conditions

### 1. Preamble

The present sales conditions will be applied in its own rights to any product orders placed either by companies, workers' council, an administration, a local government body, a merchant or an association (hereafter the "Customer") with Linkeet SARL or with its department Usbandco (hereafter Linkeet).

### 2. Orders

All orders must be confirmed by writing either by mail or fax. This order confirmation can either be:

- A purchase order on the customers headed paper, bearing the buyers' signature and the company's stamp and mentioning without modification the characteristics mentioned in the offer and specifically the reference of the article ordered, the desired quantity the price proposed by Linkeet and eventually the reference of the quotation sent by Linkeet.
  - The quotation on Linkeet's company paper signed by the buyer and bearing the company stamp sent without any modification.
- Except in the specific cases specified in the General Sales Conditions any order placed by the customer and accepted by Linkeet is considered firm and final and cannot be withdrawn.

The acceptance of the Customer's order by Linkeet is subject to the acceptance by the Customer of the entire General Sales conditions. By placing an order with Linkeet the customer declares thorough and unreserved acceptance of the present General Sales Conditions, and renounces overriding these present conditions by his own or any other dispositions which could modify the interpretation of this present document.

### 2.1 Online Ordering

By derogation, the buyer's approval in the case of an online order is materialized by the transmission of the order to Linkeet by the electronic means of his choice (e-buying software, e-market place...) or by electronic signature on the form provided by Linkeet, concretely expressed by explicit validation of the order (by clicking the "order" button) after ticking the box "I have read and accept the general sales conditions".

This double step amounts to the buyer recognizing the fact that he has been fully informed and unconditionally approves of all of the conditions indicated hereafter.

Under these conditions, Customers who log on to the Linkeet website are invited to thoroughly read the general sales conditions accessible on line, before proceeding with placing a purchase order.

### 2.2 Elements of the contract

According to article L111-1 of the Consumer's Code, the present catalogue and the data base accessible via the Linkeet internet website enables the customer to know the main characteristics of the product or products before finalizing the contract.

The products proposed by Linkeet are described as accurately as possible, according to the information given to Linkeet by the manufacturer, the importer or the wholesaler trader, who reserves the rights to modify any specifications of the said products without notice. The pictures and drawings in the catalogues are only indicative and Linkeet is waived of all responsibility and commitment. Linkeet cannot be held responsible for the graphic representation of a product ordered by the customer, and the latter cannot affect the validity of the order. In order to complement his knowledge about the product, the Customer can order a sample of the product he wants to buy from Linkeet. According to the case, the sample can be either given free of charge by Linkeet or lent or sold. If the sample is lent to the Customer by Linkeet, it must be returned within the date specified, if this was not the case, the customer accepts in advance that he be invoiced at the price agreed at the time of the loan. Quotations are only valid within the limits of stocks available. As soon as the buyer has confirmed his order, he is considered to be aware and have fully and unreservedly accepted the products, prices and quantities proposed at the sale and ordered. The sales contract is thereby made up of the following documents by decreasing judicial value:

- The present general sales condition;
- The electronic purchase order provided to the customer by Linkeet and validated by the customer, if it exists;
- The quote transmitted by Linkeet countersigned by the customer and returned to Linkeet either by fax or mail, if it exists;
- The paper or electronic purchase order transmitted by the customer according to the modalities of his choice, if it exists.

### 3. Price

Unless stated differently sales prices for products are indicated in Euros before tax. The shipping and preparation costs are added on to the price of the products.

### 3.1 Changes

Prices of products proposed by Linkeet and the present general sales conditions are subject to change without previous notice in case of legal, economic or industrial changes at the time of delivery, in particular in case of change of legislation, monetary fluctuation, variation of the commodities price rate, labor cost or shipping costs. Tariff applicable is the current one on the date the order was recorded by Linkeet. Linkeet strives to supply products of constant quality and consequently reserves the right to cancel an article or suspend its delivery if the quality department evaluates that the guarantees provided by the manufacturer or importer are unsatisfactory. These changes, suspensions or cancellations are carried out in order to serve the customers in a better way,

they cannot give rise to any compensations in any form whatever.

### 4. Payment conditions

Products are payable by cash on order or by transfer except if Linkeet has given other instructions. All sums paid by the buyer before delivery constitute a deposit on the definitive cost price due by the buyer. Linkeet reserves the right to suspend all orders or deliveries, whatever the nature or degree of execution in case of nonpayment of all sums due at the settlement date or in case of late payment of overdue bills. A 1.5% monthly fine will be added to all sums not paid by the settlement date. The amount then due will become immediately and fully payable, 10 days after the sending of a formal notice which has been of no avail, without the necessity for judiciary procedures. If payment isn't made by the settlement date the supplies will be blocked. If full payment is not made within 15 days of suspension of supplies, legal procedures will be launched.

### 4.1 Penal clause

The buyer is fully responsible for all charges incurred by all overdue invoices settled in court, the penalty is fixed at a rate of 15% of the remaining invoices unpaid at the due date with a minimum of €35, without bearing any prejudice on claims formulated according to article 700 of the N.C.P.C.

### 4.2 Ownership and usage rights

Linkeet expressly reserves the right to be the owner of the goods up to complete payment of all costs involved. In spite of the present ownership restriction, as soon as delivery has occurred, the customer will be liable for any charges incurred by loss or destruction or damage to goods or caused by the latter. He also is held responsible in case of complete or partial loss, theft or destruction by whatever cause. The customer must immediately inform the seller in case of seizure of the goods and accessories by a third party.

### 4.3 Delivery

Delivery lead times are only given as an indication without commitment; they start after the quotes validation and possible mockups. The lead times indicated by Linkeet imply that the customer has previously supplied all the necessary elements essential for the products' branding on placing the order. These elements must be exploitable without any changes. On the contrary Linkeet reserves the right to consequently modify lead times. Delays in delivery cannot justify cancellation of the order, refusal of goods or payment of damages. Goods are delivered to the address indicated at the time of making the order according to the delivery procedure chosen by the customer or if not by Linkeet. In case of standard or express delivery the choice of transporter is made exclusively by Linkeet. In case of damage, loss or delay of goods, it's the customers' duty to contact the transporter and make the necessary claims. The sales contract will be void if Linkeet is totally or partially incapable of ensuring delivery under the conditions provided for, in case of major disaster insufficient stock, delay in the delivery of commodities or defective deliveries by one of the suppliers. Under these circumstances the buyer cannot hold Linkeet responsible for delivery of the goods at the expected date or for any indemnity whatever.

### 4.4 Quantity margin of tolerance

Due to the margins of variations inherent to the supply process, manufacture and branding used by Linkeet and its subcontractors the quantity delivered can vary by  $\pm 5\%$ . The customer agrees to accept complete delivery if the quantity delivered remains within the  $\pm 5\%$  limit. In any case Linkeet will bill the customer for the quantity effectively delivered.

### 4.5 Quality margin of tolerance

In spite of all the care that Linkeet takes in the selection of its manufacturers and importers, slight differences in colour and size may occur amongst products. Also the variety of materials and branding processes as well as the constant change in inks used (especially due to new environmental norms) do not allow us to constantly obtain a colour and brilliance required by the pantone references provided by the client. These slight differences are tolerated in our profession and do not invalidate a sales contract. In any case conformity tests are carried out according to the reference criteria for the industry of promotional objects, respecting quality test rules MIL STD 105 E, Level II (ANSI/ASQC Z1.4, ISO 2859).

### 5. Complaints and return policy

#### 5.1 Complaints

On reception, the buyer must immediately check the condition of goods and whether they match with the order. If the goods delivered do not conform either in nature or quality the buyer must immediately make a claim by registered letter within seven days after delivery in order to reserve his rights, the date on the transport slip will be proof, by giving precise and complete information justifying the complaint.

#### 5.2 « Satisfied or reimbursed »

If the articles manufactured do not correspond to the proof sample confirmed by you, we guarantee compensation of your order. Please notice, this guarantee is valid only if a proof sample has been done. Only written confirmations are valid. You only have to send the products in their initial packaging entirely at your cost, in perfect condition within 8 days.

#### 5.3 1 year guarantee

On the other hand, we guarantee the reliability of our products which has a minimal 1 year guarantee.

#### 5.4 Return policy

If the delivered goods are not conform the customer must contact Linkeet in

order to obtain instructions concerning destruction or return of the defective goods. No returns will be accepted unless previously authorized by Linkeet, which materializes this authorization. In case of non conformity of the products delivered Linkeet agrees to do all that is possible to correct this non conformity or if not, a credit voucher is given. The customer cannot demand any compensation or indemnity. In case of return the goods must be sent in perfect condition or at least in the same state as when the customer received them and in the original packaging. Otherwise Linkeet reserves the right to refuse reimbursement or to pay for costs involved in refurbishing.

### 5.5 Order cancellation

As previously indicated, orders passed by customers are firm and definitive. Consequently, all cancellations must be previously submitted to Linkeet for authorization and must mandatorily be sent by registered letter. All costs engaged by Linkeet or its subcontractors on reception of the cancellation request will be billed, with deduction of deposits; which cannot be reimbursed. Whatever the confirmed lead date, an order which has already started being produced cannot be cancelled.

### 6. Copyright

As soon as you submit a design (logo, photo, drawing...) to Linkeet or when you ask Linkeet to use or change such a design, you swear on your honour that you are the sole and legal owner or proprietor of a license for each right (including authors' rights), brand, registered trademark, logo, declaration, portrait, graph, drawing, photo, picture or illustration of any person or any intellectual property included in the design.

You also declare that no part of the design:

- Violates or encroaches on common law or the statutory rights of any person or entity, including but not limited to rights related to intellectual property, brands, contracts, moral rights or public acts rights,
  - Is the object of notification of whatever infraction that you may have received
  - Is the object of any restriction or whatever right of any nature susceptible of preventing Linkeet from legally reproducing the proposed pictures or texts.
- You accept to defend at your cost any complaints, court cases or trials against Linkeet related to or based on any complaints according to which all or a part of the design infringes upon a code of law, a brand or other tertiary law as long as Linkeet informs you in writing of the said complaint, cooperates and assists you in your defense. You must pay all damages and cost incurred by Linkeet in this case or procedure. You accept to compensate and proclaim Linkeet innocent in case of loss or damage included but not limited to lawyers fees associated with such complaints, trials or procedures. All goods appearing on the Linkeet site and on which there are commercial logos or trademarks are only given as examples. Buying articles from Linkeet by any means or in any form whatever does not authorize you to reproduce the logos. Also it does not allow you to borrow or become the owner of any logo or brand whatever. Linkeet asks you to respect not only our own intellectual copyrights but to also respect the intellectual copyrights of others. Linkeet reserves the rights to refuse orders from clients who have broken or violated the intellectual copyright of another, or who in spite of Linkeet's requests were incapable of providing proof that elements destined to brand objects legally belong to them.

### 7. Use of contents produced by Linkeet

The complete contents including the composition and assembly, catalogs and Linkeet's websites, including but not limited to texts, graphs, logos, icons, buttons, pictures, audio clips and software are elements the rights of which belong to Linkeet SARL, 29, rue Notre Dame de Nazareth, 75003 Paris, France or used by authorization of the owner, of the brand or service.

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### 8. Choice of law Jurisdiction

These general sales conditions and the sales contract between Linkeet and the customer are subject to French law. All disputes arising from these agreements shall be subject to the exclusive jurisdiction of the Tribunal de Commerce de Paris. The Vienna convention on international sales contracts for goods is not applicable to this contract.