

GENERAL TERMS AND CONDITIONS OF SALE – MARKETPLACE 2023

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply without restriction or reservation to all online sales made by the company DLB (hereinafter the "Seller"), whose registered office is located at 9 rue Jacquard 93310 Le Pré Saint Gervais, registered with the RCS of Bobigny under number 951 006 055, and any individual purchasing for personal needs (hereinafter, the "Client(s)") concerning the Seller's products (hereinafter, the "Product(s)").

The Client acknowledges having received from the Seller, in a clear and understandable manner, prior to immediate purchase or placing an order, the information provided for in Article L 221-5 of the Consumer Code.

Article 1 - Scope of Application

These GTC apply to all sales of Products concluded between the Seller and the Client through the Marketplace, via its website "FonQ.nl," hereinafter the "Site." Only the Seller, whose name and complete contact details are indicated on each Product description, is the contracting party with the Client for the purchase of Products.

These GTC are accessible on the Site and shall prevail, if necessary, over any other version or any contradictory document.

The Seller reserves the right to modify these GTC at any time without notice, with the applicable GTC being those in effect on the date of the order. Any order implies the full and complete adherence of the Client to these GTC, which take precedence over all other conditions or documents of any kind.

The Client declares having read these GTC and accepted them before making an immediate purchase or placing an order. The validation of the order by the Client constitutes acceptance without restriction or reservation of these GTC.

Article 2 - Products

The Client is informed prior to the purchase of Products of the essential characteristics of the Products through technical descriptions and photographs of the Products, within the limits of technology and in accordance with the best market standards. However, if minor errors or omissions occur in the presentation of the Products, the Seller cannot be held liable as long as the Products meet the qualities the Client can reasonably expect. Similarly, Product photographs are not contractual if there is a slight variation between a Product and its photograph (slight color differences, etc.).

The Products are offered within the limits of available stock. If one or more ordered Products are unavailable, the Seller undertakes to inform the Client as soon as possible and to offer a product of similar nature and quality at a comparable price. Otherwise, the Seller undertakes to reimburse the sums paid for the unavailable Product. The reimbursement shall be made within a maximum period of thirty (30) days from the date on which the Client was informed.

Article 3 – Prices

The Products are provided at the price freely set by the Seller. Product prices are expressed inclusive of all taxes. The Product prices do not include delivery costs (shipping, packaging, and preparation according to current rates) and, where applicable, service fees (assembly, etc.). The amount of delivery and/or service fees will be specified to the Client before order validation.

The Seller reserves the right to modify prices at any time, with the applicable prices being those in effect on the order date. However, in case of a pricing error (a manifestly disproportionate price compared to the real value of the Product), the order may be canceled by the Seller after informing the Client and offering them the possibility to pay the actual price, with the understanding that this measure remains exceptional.

Article 4 - Ordering Process

The Client wishing to place an order on the Marketplace Site selects the desired Product(s) to create their cart. Once the cart is validated, the Client chooses their address, delivery method, and payment method.

The order is considered firm and final:

- After the Seller sends an order confirmation email to the Client, subject to the right of withdrawal stated in Article 8 below;
- And after the Seller has received full payment or the first installment in the case of a multi-installment payment.

The Seller reserves the right to request proof of identity from the Client and to refuse to validate an order for

any legitimate reason, particularly due to serious and consistent elements raising a suspicion of fraud regarding the Client's order.

Article 5 - Payment Terms

The price is payable in full to the Marketplace, which collects the corresponding amount on behalf of the Seller, on the order date, through secure payment methods by bank cards: Credit Card, Visa, MasterCard, American Express, and other bank cards. Payment must be made either in full and in one installment at the time of order on the Site or in multiple installments, if applicable, via a secure payment method.

An invoice will be issued and sent to the Client upon order receipt and payment confirmation.

If, for any reason (opposition, refusal, or otherwise), the transmission of the Client's due payment fails, the Order will be canceled, and the sale automatically resolved, without the Client being able to hold the Seller responsible.

Article 6 - Delivery Terms

The Products listed on the Marketplace are delivered in mainland France (excluding Corsica and Monaco).

The Seller offers the Client different delivery methods detailed on the Site, depending on the size and delivery address of the Client. The Client will select the desired delivery method for the Product they wish to order.

Delivery fees, expressed in Euros including taxes, are borne by the Client according to the chosen delivery method. Additionally, the Client may opt for a Product assembly service under the conditions and pricing defined at the time of order by the Seller.

Unless otherwise specified or unavailable, ordered Products are delivered in a single shipment.

For an order including multiple Products, the Seller may ship the order in multiple shipments, provided that this does not incur additional costs for the Client.

Delivery Timeframe: The Seller commits to making every effort to ensure that the ordered Products are delivered within the timeframes indicated at the time of order, depending on supply and transport possibilities and the order sequence.

Delivery Issues: The Client must provide the Seller with the necessary access conditions for their residence to enable the carrier to anticipate delivery difficulties. The Seller cannot be held liable for delivery problems due to access difficulties not previously specified by the Client.

The Client, or any person acting on their behalf, agrees to be present at the agreed date and place for the delivery of the Products. If the Client is absent, the Seller reserves the right to charge the Client for the cost of subsequent deliveries.

In case of incorrect or incomplete address information, the Client bears the full consequences, meaning the Seller may charge administrative and transport costs related to the return and/or reshipment of the order.

This document continues with sections covering legal guarantees, return policies, intellectual property, and dispute resolution. For further details, please refer to the full version of the translated General Terms and Conditions of Sale.

Damage or Missing Items Noted Upon Delivery: Delivery is considered completed upon receipt of the Products ordered by the Customer. The quantity and designation of the delivered Products are those mentioned in the order confirmation received by the Customer. Upon delivery, the Customer, or any person acting on their behalf, must check the condition and conformity of the delivered Products and, if necessary, make specific reservations on the delivery note on the day of delivery.

Reservations: The Customer is required to verify the condition of the delivered Products. They have a maximum of three days from delivery to submit any reservations or claims (e.g., damaged or already opened packages) by email to support@sia-home.com, including all supporting documents (notably photos). After this period, and in the absence of compliance with these formalities, the Products will be deemed to have been delivered in conformity. Refusal of the goods, without specific reservations noted on the delivery note, is considered as a cancellation of the Sale. It is reminded that the absence of reservations made by the Customer upon delivery does not exempt the Seller from the guarantee of conformity, as described below.

Failure to Meet Delivery Deadlines: If the indicated delivery deadlines are not met, the Customer may, except in cases of force majeure or fault of the Customer, suspend their payment obligation or terminate the sales contract with immediate effect after granting the Seller a reasonable period to proceed with the shipment. In this case, the Seller will refund all amounts paid within a maximum of fourteen (14) days from

the date of termination of the sales contract.

Article 7 - Transfer of Ownership and Risks

The Seller retains ownership of the sold Products until full payment of the principal and incidental amounts. Failure to pay any installment may result in the reclamation of the Products. These provisions do not prevent the transfer to the Customer, upon delivery, of the risks of loss and deterioration of the purchased Products, as well as any damages they may cause.

Article 8 – Right of Withdrawal

In accordance with Articles L.221-18 et seq. of the Consumer Code, the Customer may exercise their right of withdrawal without having to justify reasons or pay penalties to the Seller within fourteen (14) days from the date of receipt of the Product by the Customer or a third party designated by them, other than the carrier. In the case of an order for multiple Products delivered separately, the period expires fourteen (14) days after taking possession of the last Product.

Return costs remain the responsibility of the Customer. The Customer is informed that the flat-rate return fees for items/packages over 30kg depend on weight and range from 45 to 150 euros. The Customer is invited to contact the Seller to determine the return fees for the Products.

The right of withdrawal may be exercised online using the withdrawal form provided as an appendix to these GTC or by email to support@sia-home.com.

Return Conditions: Returned Products must be sent back in their new and complete condition, in their original packaging, along with a copy of the invoice for order identification. The Customer's liability may be engaged in case of depreciation of the Products resulting from handling other than that necessary to establish the nature, characteristics, and proper functioning of the Products. The Customer must return the Products no later than fourteen (14) days following the date of communication of their withdrawal to the following address: 21 Boulevard d'Anvaux, 36 000 Châteauroux.

Refund: The Seller will refund all payments received from the Customer, including delivery fees (except for additional fees resulting from the Customer's choice of a more expensive delivery method than the standard option offered by the Seller) within 14 (fourteen) days from the receipt of the Products or from receiving proof of their shipment provided by the Customer, whichever occurs first. The refund will be made using the payment method used for the original order and will not incur any fees for the Customer.

Article 9 – Legal Guarantees

All Products sold on the Site benefit from the legal guarantee of conformity (Articles L217-1 et seq. of the Consumer Code) and the guarantee against hidden defects (Articles 1641 et seq. of the Civil Code), allowing the Customer to return defective or non-compliant delivered Products. The consumer has a period of two years from the delivery of the good to implement the legal guarantee of conformity in the event of a conformity defect. During this period, the consumer is only required to establish the existence of the conformity defect and not the date of its appearance. If the sale contract includes the provision of digital content or a digital service continuously for a period exceeding two years, the legal guarantee applies to this digital content or service for the entire supply period. During this time, the consumer is only required to establish the existence of the conformity defect affecting the digital content or service and not the date of its appearance. The legal guarantee of conformity obligates the professional to provide all necessary updates to maintain the good's conformity. The legal guarantee of conformity entitles the consumer to repair or replacement of the good within thirty days of their request, free of charge and without major inconvenience. If the good is repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee. If the consumer requests the repair of the good but the seller imposes a replacement, the legal guarantee of conformity is renewed for a period of two years from the replacement date. The consumer may obtain a price reduction while keeping the good or terminate the contract and receive a full refund in exchange for returning the good if:

1. The professional refuses to repair or replace the good;
2. The repair or replacement occurs after thirty days;
3. The repair or replacement of the good causes a major inconvenience, notably when the consumer permanently bears the costs of returning or removing the non-compliant good or the costs of installing the repaired or replaced good;
4. The non-conformity persists despite the seller's attempt to rectify it.

The consumer is also entitled to a price reduction or contract termination when the conformity defect is severe enough to justify an immediate reduction or termination. The consumer does not have to request a prior repair or replacement.

The consumer does not have the right to terminate the sale if the non-conformity is minor.

Any immobilization period of the good for repair or replacement suspends the warranty period until the repaired good is delivered.

The above rights result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

The seller who obstructs the application of the legal guarantee of conformity in bad faith may face a civil fine of up to 300,000 euros, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under Articles 1641 to 1649 of the Civil Code, for two years from the discovery of the defect. This guarantee entitles them to a price reduction if the good is kept or a full refund in exchange for returning the good.

Exclusions from Guarantees: The legal guarantees apply provided that the defect does not result from:

- Abnormal or improper use of the product, including misuse, failure to follow maintenance or assembly instructions, improper installation, connection, or electrical supply (e.g., overvoltage), or poor-quality power supply;
- Normal or abnormal wear due to improper use, lack of maintenance, or improper cleaning;
- Force majeure as defined by Article 1218 of the Civil Code;
- An accidental event or external cause (unauthorized third-party intervention, accident, shock, lightning, storm, premature oxidation, pest intrusion, etc.);
- A defect known or that should have been known by the Customer at the time of purchase;
- Materials supplied or added by the Customer or unsuitable elements, including the use of inappropriate peripherals, accessories, or consumables;
- Collective and/or professional use.

Excluded from the warranty regarding manufacturing defects are: handles, seams, stitching threads, canvases, and covering fabrics. The essential characteristics of the Products are described and presented as accurately as possible. The colors of the fabric, leather, and other coverings delivered are not guaranteed to match those of the samples, as they may vary depending on dye batches. As a natural and unique product, leather may also have particular characteristics that cannot be considered defects justifying the implementation of warranties.

Article 10 – Product Take-Back

Pursuant to Articles L. 541-10-8 and R 541-159 et seq. of the Environmental Code, the Customer has the option to have an old product (furniture, sofas, etc.) taken back when purchasing a new Product. The take-back (1-for-1) of an equivalent used product is free of charge as part of the purchase of a new Product by the Customer.

For products that cannot be transported without equipment (products measuring more than 2m in width when unfolded and weighing more than 30kg), the take-back must meet the following conditions:

- The Customer indicated at the time of ordering that they wished to have a product taken back upon delivery. No request for the take-back of a used product made after the contract is concluded can be considered.
- The product to be taken back is of the same nature as the delivered product (e.g., a two-seater sofa for a two-seater sofa);
- The product is in an equivalent quantity to the delivered product (one armchair for one armchair, etc.);
- The product is available under the same accessibility conditions as the delivered product;
- The product to be taken back must be made available to the delivery service provider on the day of delivery of the new Product at the delivery location of the new Product;
- If the new product is delivered in kit form, the returned product must be disassembled and secured. All elements must be grouped and tied together without nails, screws, or other components that could compromise personnel safety. The delivery personnel may refuse to take back any used product that poses a risk to their safety and/or health;
- If the returned product consists of textile materials (sofa, armchairs, etc.), it must be covered by the

Customer to allow handling without direct contact with the fabric. The Customer must cover the product themselves;

- The product must not pose any safety risk to the sales personnel of unique.com and its service providers.

If the above take-back conditions are not met, the delivery personnel may refuse to take back the used product.

For products transportable without equipment (measuring less than 2 meters in width when unfolded and weighing less than 30kg), the Customer may drop off their Product at a nearby collection point listed at the following link provided by the Seller: <https://espace-services.eco-mobilier.fr/localiser-un-point-de-collecte>

Article 11 - Liability

The Seller's liability cannot be engaged if the non-performance of its obligations is attributable either to an unforeseeable and insurmountable event caused by a third party to the contract or to a force majeure event as defined by French jurisprudence. Likewise, the Seller's liability cannot be engaged for any inconveniences or damages inherent in the use of the Internet, including service interruption, external intrusion, or the presence of computer viruses.

Article 12 - Intellectual Property

The Seller retains ownership of all intellectual property rights concerning photographs, presentations, studies, drawings, models, and prototypes related to the Seller's Products available on the Website.

Any total or partial reproduction of this content is strictly prohibited and may constitute an act of counterfeiting, making the author liable.

Article 13 - Personal Data

The Seller is committed to protecting the confidentiality of the Customer's personal data.

Data Recipients: The data collected on the Website is intended for the Seller's company and the entities it controls, that control it, or that are under common control with it; the notion of control is understood within the meaning of Article L. 233-3 of the Commercial Code. Additionally, the data may be transmitted to the carriers and/or service providers mandated by the Seller.

Collected Data: The following information is necessary to place an order with the Seller: title, last name, first name, postal address, and email. The mobile phone number, which is optional, may also be collected by the Seller to contact the Customer on the day of the Product delivery.

Collection Methods: The Customer provides their personal data in writing on the Website to place an Order.

Purposes: The information and data collected by the Seller, as the data controller, are necessary for the tracking and execution of the Customer's order and the delivery of the Products and more generally for the management of the Customer's order file. Additionally, this information is used to send the Customer offers, news, or personalized advertisements based on their past purchases and/or interests.

Retention Period: The Customer's information is kept by the Seller for a duration not exceeding the necessary period for the purposes for which it was collected, that is, for a duration allowing the Seller to meet its legal warranty obligations, plus the applicable statutory limitation periods, notably to retain proof of transactions.

Right of Access, Rectification, and Deletion: In accordance with applicable regulations, the Customer has the right to access, rectify, delete, and oppose the use of their personal data. The Customer may exercise this right by sending an email or postal mail to the following addresses: legal@dlivingbrands.com or to the Seller's postal address at 9 rue Jacquard 93310 LE PRE SAINT GERVAIS, enclosing a copy of an identity document.

Article 14 - Telephone Solicitation

The Seller informs the Customer of their right to register on the Bloctel list to object to telephone solicitation. However, the Seller remains authorized to contact the Customer for proper execution and management of the order.

Article 15 - Nullity and Tolerances

The nullity, lapse, unenforceability, or lack of binding effect of any of the provisions of these GTC shall not entail the nullity, lapse, unenforceability, or lack of binding effect of the other provisions, which shall retain all their effects.

If a sales condition is missing, it shall be considered to be governed by the applicable practices in the distance selling sector.

A tolerance regarding the application of any clause of these GTC can never, regardless of its duration or

frequency, be considered as a waiver of the requirement to comply with it.

Article 16 – Mediation

In accordance with the provisions of the Consumer Code, the Customer may resort to mediation. Failing an amicable agreement, the Customer may refer the matter free of charge to the consumer mediator to whom the Seller belongs, namely the Association of European Mediators (AME CONSO), within one year of the written complaint addressed to the Seller. The referral to the consumer mediator must be made either by completing the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com or by mail addressed to AME CONSO at 197 Boulevard Saint-Germain - 75007 PARIS.

Article 17 – Market Operator

The company is registered in the register of market operators for furniture elements under number FR331669_10KDWS. These numbers ensure that the Seller complies with the regulatory obligations incumbent upon it under Article L. 541-10 of the Environmental Code.

Article 18 - Applicable Law and Competent Jurisdiction

By express agreement between the parties, these GTC are governed by French law.

In the event of a dispute concerning the validity, interpretation, execution, or non-performance of these GTC, the Seller and the Customer undertake to make every effort to resolve it amicably. Any dispute that cannot be resolved amicably between the Seller and the Customer shall be submitted to the competent courts under common law conditions.