

IDENTIFICATION

Company name	KANN DESIGN
Logo	KANN
Legal status and share capital	SARL
Head office	28 rue des Vinaigriers
Postal code	75010
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Country	France
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GENERAL TERMS AND CONDITIONS OF SALE

Any order for a product listed in the KANN DESIGN catalogue requires prior consultation of these General Terms and Conditions of Sale. You can only order if you accept all the provisions set out below.

Any order will be exclusively governed by these General Terms and Conditions of Sale, to the exclusion of any other purchase conditions.

The signature of the purchase order constitutes acceptance of your order and will constitute irrevocable acceptance of these General Terms and Conditions. It will express your final consent to contract with KANN DESIGN for the products you have selected.

PREAMBLE

The offer in this catalogue is provided by KANN DESIGN.

Presentation of the essential characteristics of the products and services offered. Indication of the total price to be paid for the products and services offered in Euro.

All taxes included for European Union countries. For countries outside the European Union, prices are indicated excluding VAT. The prices indicated do not include the shipping costs.

Indication of the terms of payment, delivery or performance.

Existence of a right of withdrawal.

Period of validity of the offer and price.

The partner acknowledges having read all the above-mentioned information and the General Terms and Conditions of Sale before placing the order.

1- SUBJECT

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of the parties in the context of a sale of products offered in this catalogue by KANN DESIGN.

2- COVERAGE OF THE OFFER

The geographical coverage area of KANN DESIGN shop's offer is as follows:

France

Europe

Outside Europe: South Africa, Andorra, Saudi Arabia, Australia, Bahamas, Cameroon, Canada, China, South Korea, Ivory Coast, Egypt, United Arab Emirates, United States, Guadeloupe, French Guyana, Hong Kong, Hungary, Indonesia, Iceland, Japan, Jordan, Kuwait, Lebanon, Liechtenstein, Morocco, Martinique, Mexico, Norway, New Caledonia, New Zealand, Poland, Czech Republic, Réunion Island, Russia, Saint Barthelemy, Saint Martin, Senegal, Singapore, Slovakia, Switzerland, Tahiti, Taiwan, Thailand, Turkey, Venezuela.

3- CONTRACT DOCUMENTS

This Contract is drawn up, in descending order of legal value, from the following documents: These General Terms and Conditions of Sale.

The purchase order.

4- ORDER ENTRY

Any signed purchase order constitutes an irrevocable commitment by the partner which can only be challenged in the cases restrictively provided for in this Contract in the articles "Right of withdrawal" and "Performance of the order".

5- ORDER CONFIRMATION

The Contract will only be entered into when the order is confirmed by KANN DESIGN.

The partner will receive by email an acknowledgement of receipt confirming the order with all the elements of the Contract (products ordered, prices, shipping costs...).

KANN DESIGN reserves the right not to confirm an order for any reason whatsoever, in particular due to a problem with the supply of products or a problem with the order received.

6- DURATION OF THE OFFER

The offers contained in this catalogue are valid as long as the related products remain in this catalogue and while stocks last.

7- PRICE - INVOICE

Prices are expressed in Euro. The price guaranteed to the buyer is the one listed in the "reseller price list" provided by KANN DESIGN. The price fixed at the time of purchase is firm and final. It does not include the shipping costs invoiced in addition and which will be indicated in the order confirmation.

For deliveries within the European Union, prices take into account the VAT applicable on the day of the order. They are thus indicated VAT included.

No other customs duties or VAT will be payable for deliveries within the European Union, and any change in the applicable rate may be reflected in the selling price of the products in the catalogue.

For deliveries outside the European Union, the partner must pay the customs duties, VAT or other taxes due on the importation of the products into the country of the place of delivery.

Procedures related thereto are the sole responsibility of the partner, unless otherwise stated. The partner is solely responsible for verifying the import options of the products ordered with regard to the law of the territory of the country of delivery.

An invoice will be issued by KANN DESIGN. The partner must specify the address where the invoice is to be sent.

8- PAYMENT

A deposit of 50% of the price including VAT is due upon order. The balance of 50% of the price including VAT is due upon delivery of the order.

The partner undertakes to pay the price stipulated for the product ordered in the catalogue (price of the products and transport) and to pay or have paid, where applicable, directly to the forwarder or carrier, customs duties, VAT or other taxes due on the importation of the products into the country of the place of delivery. The partner pays for his order by bank transfer.

9- DEFAULT IN PAYMENT - RETENTION OF PROPERTY

The ordered products remain the property of KANN DESIGN until final and full payment of their price in accordance with the terms of the French Law No. 80 335 of May 12 1980. KANN DESIGN reserves the right to claim the ordered products in the event of default in payment.

In this case and at KANN DESIGN's first request, the partner undertakes to return any unpaid product, all costs at its own expense.

10- TRANSFER OF RISK

The transfer of risk to the partner occurs as soon as the products are handed over by KANN DESIGN to the carrier. The products are transported at the partner's own risk. The same applies in the event of sending or returning products free of shipping costs.

During the withdrawal period mentioned in Article 15 below, the partner is responsible for the item as protector. In the event of damage or destruction of the product during the partner's care, the partner will be held liable for all the consequences.

11- PERFORMANCE OF THE ORDER

The order will be performed as soon as possible and in any case at the latest within 30 days following the confirmation of the order subject to the availability of the product ordered and unless otherwise agreed between the parties.

In the event of stock shortage or unavailability of the ordered product, KANN DESIGN undertakes to inform the partner as soon as possible and to specify a period of availability.

The partner will confirm by email his choice either to wait for the availability of the product or to get a refund.

12- DELIVERY

The geographical delivery area corresponds to the geographical coverage area of the offer.

The products are delivered to the address indicated by the partner on the purchase order.

The delivery is considered completed upon delivery of the product to the carrier.

The delivery slip provided by the carrier, dated and signed by the partner upon delivery of the product will constitute proof of transport and delivery.

Upon delivery, the partner must check the content, compliance and condition of the product(s).

In the event of delays, damage, total or partial losses, or any other problem, it is the partner's responsibility to exercise any claim with the carrier without KANN DESIGN's liability ever being called into question.

Therefore, upon delivery, KANN DESIGN recommends that the partner check the condition of the delivered products before signing the acknowledgement of receipt of the package. If defects are found, he/she must refuse delivery of the products or issue handwritten, precise and dated reservations. These reservations must be confirmed with the carrier by registered letter with acknowledgement of receipt within three (3) working days following the delivery of the products. A copy will be sent to KANN DESIGN.

13- FORCE MAJEURE

Expressly are considered as cases of force majeure, in addition to those usually retained by the case law of French courts and tribunals:

- Total or partial strikes, internal or external to the company, interruption of means of transport or supply for any reason whatsoever, government or legal restrictions, computer breakdowns, interruption of telecommunications including networks and in particular the Internet.

The occurrence of an event of force majeure will, in the first instance, automatically suspend the performance of the order. If beyond a period of three (3) months, the parties notice the persistence of the case of force majeure, the order will be automatically cancelled, unless otherwise agreed by both parties.

14- WITHDRAWAL OF PRODUCTS IN CASE OF ABSENCE OF THE PARTNER

In the event of the recipient's absence during delivery, the carrier will leave a delivery notification at the delivery address indicated by the partner.

15- CLAIMS

Claims for non-compliance of the product(s) delivered with the order must be made in writing directly to KANN DESIGN and this immediately upon receipt. The partner must keep the packaging and delivery slip.

In the event of an error on the product, the partner undertakes to return the said product or products in question within 14 days of their receipt to KANN DESIGN on condition that they are returned without opening their packaging, in their original condition and packaging with the accompanying documents.

Upon receipt of the product in due form, KANN DESIGN will return, at its own expense, the product initially ordered.

16- RIGHT OF WITHDRAWAL

The signature of the purchase order by the partner constitutes a confirmation of the order and will constitute irrevocable acceptance of these General Terms and Conditions.

17- WARRANTY

In order to avoid any inconvenience, the products are checked by KANN DESIGN before shipping. However, the partner benefits from a contractual warranty against all defects in the delivered product for a period of 4 months from delivery, subject to normal use.

In any case, the products sold benefit from the legal warranty against hidden defects provided by Articles 1641 et seq. of the French Civil Code.

For the implementation of the guarantee, the partner returns the product to KANN DESIGN at its own expense and includes the original invoice. The product will be replaced for an identical product and sent to the partner at KANN DESIGN's expense, except in the event of stock shortage or discontinuation of the product from the line offered by KANN DESIGN. In the latter case, KANN DESIGN will refund the price of the product to the partner.

18-PERSONAL INFORMATION

The personal information requested from the partner is essential for the processing and delivery of orders, the preparation of invoices and any guarantee contracts. To this end, this information may be communicated to KANN DESIGN's contractual partners.

19- SIGNATURE

A handwritten signature with the mention "good for agreement" is required on each purchase order.

20- EVIDENCE

The computerized records, kept in KANN DESIGN's computer systems under reasonable security conditions will be considered as proof of communication, orders and payments made between the parties.

The archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as evidence.

21- INTELLECTUAL PROPERTY

KANN DESIGN is the owner of the intellectual property rights on the products in its catalogue. Consequently, the partial or total reproduction, on any medium whatsoever, of the elements composing the site and the catalogue, their use and their availability to third parties are strictly prohibited.

22- ENTIRE AGREEMENT

These General Terms and Conditions of Sale express all the obligations of the parties.

No other general or special conditions communicated by the partner may be incorporated into or derogate from these General Terms and Conditions.

23- NO WAIVER

The fact that KANN DESIGN does not rely on a breach by the Partner of any of its obligations shall not be construed as a waiver of the obligation concerned and to rely on such breach at a later date.

24- NULLITY

If one or more provisions of these General Terms and Conditions are held to be invalid or declared invalid pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall retain their full force and scope.

25- DISPUTE

This contract is subject to French law, both for the substantive provisions and for the provisions governing their form.

IN THE EVENT OF A DISPUTE AND IN THE ABSENCE OF AN AMICABLE AGREEMENT BETWEEN THE PARTIES, THE COURTS WITHIN THE JURISDICTION OF KANN DESIGN'S HEAD OFFICE SHALL HAVE EXPRESS JURISDICTION, NOTWITHSTANDING A RECOURSE IN WARRANTY OR MULTIPLE DEFENDANTS, EVEN FOR URGENT PROCEEDINGS OR PROTECTIVE URGENT OR ON-DEMAND PROCEEDINGS.