

## GENERAL SALES CONDITIONS

The Terms & Conditions hereunder govern the whole relations between the company « Hotels at Home », registered with the Trade office of Pontoise, 477 579 874 at the following address - 163, rue de la Belle Etoile - Business Park Paris Nord 2 - Bât 6B - 95700 Roissy En France - France, hereafter called « Hotels at Home » and customers or people wishing to carry out a purchase either directly on our Internet site or by the means of our catalogue, thereafter referred to as « The Customer ». These conditions apply on an exclusive basis to individuals (no organisations or companies). All relations will be exclusively run by this contract, except any condition beforehand available. « Hotels at Home » reserves the right to modify these conditions at any time. Placing an order implies acceptance of these Terms & Conditions by The Customer.

**1 - SUBJECT** - The present conditions aim is to define the mutual obligations of both sides within the framework of the sale of products offered by Hotels at Home to its Customer.

**2 - ORDER** - The Customer is entitled to place an order either directly on the Internet site, or by telephone to an attached representative of our customer service using the references listed in our catalogue. Any order implies the general acceptance of the prices, conditions and specification of the products. The Customer acknowledges accepting expressly the present Terms & Conditions prior to the validation of his order. The registered data kept by Hotels at Home at the time of the order constitute an evidence for all existing proceedings between Hotels at Home and The Customer. The Customer also acknowledges accepting expressly UPS, Chronopost and Colissimo General Shipping Conditions, prior to the validation of his order. UPS General Shipping Conditions are available upon request or at [www.ups.com](http://www.ups.com). Colissimo General Shipping Conditions are available at [www.colissimo.fr](http://www.colissimo.fr). Chronopost General Shipping Conditions are available at [www.chronopost.com](http://www.chronopost.com)

**3 - PRICES AND PAYMENT** – Products are supplied at the prices in effect at the time the order is placed. Customs duties, local taxes, import licence or Government taxes are likely to be demanded. These rights and sums are at the Customer's total expense as regards declarations as for the payments to the authorities and/or qualified organizations in the country. The orders are payable by credit card payment: VISA, MASTER-CARD or AMERICAN EXPRESS. The Customer will be debited with an amount on his bank account the day of the process of the order and at the latest the day of forwarding the products. The products remain the property of Hotels at Home till the full payment of the goods by the Customer.

**4 - AVAILABILITY** - Our offer concerning products and prices is valid within availability from stock. Failure to

availability of product, Hotels at Home has the duty to inform the Customer immediately after he acquainted with unavailability of a product. Hotels at Home reserves however the possibility of splitting the delivery of an order in case of temporary unavailability of an ordered product. In case a product is no more available after placing an order, Hotels at Home will credit the Customer credit card once he will be informed of the situation, in case of debit on his credit card, within a maximum of 15 working days.

**5 - DELIVERY** - The products are shipped to the delivery address provided by the Customer when ordering. The delivery of available products is carried out within a maximum of ten (10) working days (excluding mattresses, bed bases and items made to order). These are usual average lead times and match to the lead time of the process of an order and also with the delivery of products in the European Union countries. Delivery charges are not included and will be specified to the Customer at the time of his order. For any delivery out of the European Union, the lead time and forwarding costs could vary according to the destinations. Additional charges may apply for deliveries to isles (e.g. Isle of Ré, Canary Islands, Balearic islands,...). In case of possibility to deliver items at different dates because of their availability, delivery charges will be registered only once for a single shipment. Shipments are carried out by a forwarding agent. Hotels at Home could not be held responsible for the consequences due to a delay concerning shipment. The Customer must notify to the carrier and Hotels at Home, all issues concerning the delivery (for example: damaged parcel, already opened...) in the following three (3) days upon receipt of the product. It is Customer responsibility to check that the bed of his choice fits and that the delivery location is accessible: street, building, flat, house, staircase, lift, hallways, doorways, and stairs. The provision of a hoist is not included in the delivery service. If Customer lives above the 2nd floor and if the bed cannot be delivered using a lift within the building additional charges may apply. The Customer will be expected to pay additional fees for the removal of any obstacles preventing a successful delivery. If Customer feels that regular delivery conditions cannot be ensured because of any health and safety issues such as a staircase which is too narrow or there is danger of damage to the customer property, contact our Client Services.

**6 - RIGHT OF RETRACTION AND REFUND** – Pursuant to article L 121-20 of the Consumer Code, as amended by ordinance no. 2001-741 of 23 August 2001, the retraction period is fourteen days, from the day following receipt of the item. No claims made outside this period can be accepted. Clients must exercise their right of withdrawal in writing, by sending a copy of their invoice or confirmation of the order corresponding to the

purchase, as well as any document certifying the date on which the products were received (e.g. delivery note), to the following address: eCommerce Logistique chez SeD Logistique - Zone Industrielle de Moimont - 1 Rue Jean Jaurès - Bâtiment C - 95670 Marly-la-Ville – FRANCE - Email : [contact@hahintl.com](mailto:contact@hahintl.com). Customer Services agrees to contact Clients within 72 working hours to provide details of the procedure for returning products and the returns number to indicate on the parcel. Clients must place all the products in the parcel or parcels and ensure the parcels to be returned are carefully packed. Products must be returned in their original packaging and in perfect condition. Damaged, soiled or incomplete articles will not be exchanged or refunded. Clients may not exercise their right of withdrawal when the products that are returned are not fit to be sold, due for example to clear deterioration. It is recommended that Clients keep the original packaging for the period covering the withdrawal period. Returns will only be accepted when Clients follow the returns procedure. All returns must be met and paid for by the Client. The Client assumes all transport risks. Returns should be sent to: eCommerce Logistique chez SeD Logistique - Zone Industrielle de Moimont - 1 Rue Jean Jaurès - Bâtiment C - 95670 Marly-la-Ville – FRANCE. Upon receipt of the product and having checked both the quantity and the quality, Hotels at Home will proceed, depending on the Client's preference, either to exchange or refund the product. For faulty products, Clients must provide a detailed written report and return the product to the above address. Upon receipt of the product and having checked both the quantity and the quality, Hotels at Home will proceed, depending on the Client's preference, either to exchange or refund the product. In this case, Clients will be refunded their postage costs based on the original cost of shipping the item. The refund will be made directly by crediting the Client's credit card no later than 15 working days following receipt of the product by Hotels at Home. Clients have ten working days to return the goods following the date on which Customer Services provides the information. As regards the bed (combined base and mattress), before signing the delivery note, Clients are informed that they must carefully inspect the condition of the base and the mattress. If any damages caused during transport are noticed, Clients should reject the entire delivery (both the base and the mattress), otherwise the goods cannot be refunded or exchanged.

**7 - WARRANTY** - Hotels at Home is subject to the EU Declaration of Conformity, the conditions and applications of which are detailed in article L.217-3 of the French consumer protection law as well as the EU Directives 1999/44/EU of the European Parliament and the Council dated 25 May 1999. In case of an infringement of contract, Hotels at Home will endeavour

to replace the goods at no charge to the customer. Where an exchange is not possible the customer can return the goods and receive a refund or keep the goods and receive a partial refund of the costs. Hotel at Home is committed to offering a warranty for goods with defects which are not noticeable, as stipulated in articles 1641ff of the Civil Code. Customers are expressly informed that Hotels at Home is not the producer of the goods presented in the online sales area in line with article 1245-1 of the Civil Code.

**8 - RESPONSIBILITIES** - The offered products are in conformity with the European legislation. The responsibility for Hotels at Home could not be committed in the event of no respect of the legislation of a country out of the European Union where the products are delivered. It is up to the Customer to check with the local authorities the import possibilities or use of the product which are ordered. The photographs of the products presented on our Internet site and our catalogue are no contractual. Hotels at Home could not be held responsible for the no execution of the contract in the event of flood, fire, of disturbance or all-out strike or partial, in particular of the services of carrier and/or communication.

**9 - DATA PROTECTION** - The information communicated by the Customer allows Hotels at Home to process and carry out its order. Hotels at Home processes all these data with the greatest confidentiality. In accordance with the French Data Protection Law of January 6, 1978, you may at any time access, amend or object to any of the personal data relating to you by sending a letter with proof of identity to Hotels at Home 163, rue de la Belle Etoile Business Park Paris Nord 2 - Bât 6B - 95700 Roissy En France - France.

**10 - APPLICABLE DUTY – LITIGATIONS** – In the event of litigation and in the absence of friendly agreement between the parties, the present conditions will be subject to French law. In the event of litigation, the court having jurisdiction will be that of the place of residence of the defendant or, at the request of the plaintiff that of the effective place of delivery of the product, provided this be in mainland France.

**11 – MODIFICATIONS TO THE TERMS & CONDITIONS** - Hotels at Home reserved the right to modify the Terms & Conditions at any given time.