

**GENERAL SALES CONDITIONS
PRIVATE CLIENTS**



Order instructions

All the orders must be placed in writing (by mail or e-mail) to the head office of NONJETABLE S.A.R.L. in France.

Mail: NONJETABLE S.A.R.L., 174, avenue Jean Moulin, 78 170 La Celle Saint Cloud, France.

E-mail: sales@nonjetable.com

Phone: (information) +33 1 30 82 45 79, from Monday - Friday 9.00 - 17.00 (GMT +1)

The order has to indicate: product name, colour, quantity, delivery address, name and address of consignee / invoicing address, mobile telephone number and e-mail address.

Prices

All the prices, also the freight costs that will be given upon request, are in EUR VAT 19, 6% included.

Terms of payment and mode of payment

The totality of the order amount is paid upon receipt of the commercial invoice which is considered as order confirmation. Any discrepancy in invoice details compared with the order must be informed within 24 hours from receipt to the head office of NONJETABLE S.A.R.L. When the invoice amount is paid and entered into our account, the order will be executed.

Technical data

All the dimensions are nominal outside measures of the products in cm.

Additional costs

Additional costs will be charged for non-standard colours and the information is given upon request.

Delivery

We deliver all the products mentioned on these pages to the countries of the European Union, and also to countries outside the EU.

Delivery of furniture will take place either by transporting company nominated by the client or by our contract carrier. Small products (less than 30 kg) are sent by collect mail /by courier service.

Delivery time

The delivery time of NONJETABLE® -products is approximately 8 weeks for out of stock products. On special occasions and at the requests of the client a delivery time deviating from these can be agreed upon. The extra costs incurred are payable by the client.

Restriction of liability

NONJETABLE E.U.R.L. (hereinafter N.) is not responsible for prolongation of delivery time in the following cases:

1. The commercial invoice was not paid according to the schedule agreed upon.
2. The order information is not complete and/or did not arrive in due time.
3. A delay caused by a transport company beyond control of N.
4. Force majeure. N. is not responsible, if the delivery of orders is prohibited, delayed or becomes complicated due to things beyond control of N., like war, natural conditions, export or import ban, decision taken by authorities, disturbance of general traffic or other similar actions prohibiting or disturbing the activities of N.

Terms of delivery and mode of delivery (Incoterms 2000)/ Insurance of parcels

We deliver our products to all countries. The freight costs vary depending on products, mode of delivery and destination. Upon receipt of requests, we shall inform the freight costs to the client. When the client has accepted the freight, we shall continue the processing of the order. The freight will be included in the commercial invoice that is payable upon receipt before execution of the order. If the client wants to insure the ordered products, he must settle all the fees involved.

Documents included in delivery

CMR or delivery slip and instructions for assembling the furniture will follow the delivery.

Storage

If the client wants to postpone the delivery date from the originally planned production schedule, an additional cost for extra handling and storage will be put on top the invoice amount; in this kind of a case the client is requested to contact NONJETABLE S.A.R.L. head office in France.

Cancelling of the order / right to return the merchandise received

The order can be cancelled without costs before payment of commercial invoice and freight bill. The client is entitled to return delivered and paid goods in the original package, unopened, 7 days after receipt by paying all the costs for the return. When NONJETABLE S.A.R.L. has received the returned merchandise in good commercial condition, the invoice amount will be transferred on the account given by the client.

Code de Consommation Article R121-1-2 and Article L121-20-1.

A product that was separately made or especially marked to the client can not be returned.

Code de Consommation Article L121-20-2, 3°.

Claims and inspections

When receiving the ordered goods the client is obliged to control that the quantity and description of packages are the same as mentioned on the CMR/delivery slip. If the packages arrive damaged, a remark must be made on the CMR/transport receipt at the presence of driver/at the post office/to the courier service deliveryman, before signing the freight letter.

If, after opening the packages, the client finds out that the goods are damaged / defective, a notice must be given to the seller in writing, preferably by email or by fax, within 24 hours of receipt of the goods. It is also recommended to inform the shipper by phone +33 6 63 14 63 98, and take photos of the damages.

Options of colour and material

Every effort is made to present the colours and materials as realistic as possible, but unfortunately a full compliance of colours due to several commercial variations in wood or textiles can not be guaranteed.

It is possible, that the colour samples in the brochure do not fully match with the original ones, the reason being the printing technology. In the same way, the colours on the screen can deviate from the real ones.

Package

The package is included in product prices. Bed: 5 cardboard packages, Bookshelf: 2 cardboard packages, Desk: 1 cardboard package. The mattresses are packed in plastic parcels.

The bed is delivered ready mounted apart from the bed structure. The desk is ready mounted with feet to be assembled. The bookshelf is delivered in pieces. The instructions for the assembly of the furniture are in the transport package. When needed, NONJETABLE S.A.R.L. will supply the end customer with an offer for assembling service of furniture (Paris region: 75, 92 and 78 only).

08/2008

Ownership

NONJETABLE E.U.R.L. owns all the products until the commercial invoice and the freight bills are settled in full and final. The consignee is obliged to pay all the fees and charges stipulated by the authorities in the country of destination (i.e. import duties, turnover taxes and any other costs in connection with importing goods).

Guarantee

We grant a guarantee to all the products NONJETABLE® as to production or material defects. The producer is not responsible for the normal weariness of products after the material has been taken in use.

Continuous development

The company reserves the right to make, without notice, changes in materials, specifications or design of the goods. Considering the circumstances the changes are reasonable or desirable and do not effect the operational requirement of the goods.

Applicable law and solution of disputes

Disputes caused by this contract of e-commerce are solved according to French Law (Code de Commerce); the court is Tribunal de Commerce de Versailles.

Law relating to Personal particulars

According to the French Law of personal particulars (Loi N°78-17 du 6 janvier 1978 relative à l'informatique aux Fichiers et aux libertés) the client has the right to control, amend or suppress data concerning him by addressing a request to the company's head office.

NONJETABLE S.A.R.L. is the only addressee of information that is communicated.

NONJETABLE S.A.R.L.

174, avenue Jean Moulin
F-78170 La Celle Saint-Cloud
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www.nonjetable.com

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