

TERMS AND CONDITIONS OF SALE WOODJAM :

Governed by the French Commercial Code, French VAT is applicable to all transactions.

Between the brand Woodjam, owned by SARL IXMOD, having its registered office at 10 avenue de Tabarka, 34490 Lignan sur Orb, France and the user and/or buyer of its services and/or products.

Our general terms and conditions of sale will inform you of the terms on which we ("our site", "woodjam", "we") will provide you with the products ("products", "articles", "references") offered on the website www.woodjam.com.

We have written them in the most concise and simple way possible. We advise you to read them carefully before purchasing a Woodjam product. You will learn in particular who we are, how we sell our products, how the sales contract can be terminated.

We remind you that as soon as you purchase a product on our site, you accept these terms and conditions of sale and you agree to pay the full amount of the sales contract, which includes related products and services.

1.1 WOODJAM: The site www.woodjam.com is operated by SARL IXMOD, 10 avenue de Tabarka, 34490 Lignan-sur-Orb. We are registered with the Béziers Chamber of Commerce under number 453 289 365. Our intra-community VAT number is FR81453 289 365.

1.2 THE PURCHASE PROCESS: All orders are subject to our acceptance. Please check carefully all the information and prices we provide you throughout the order. Once we accept your order, you will receive a confirmation email. This is when the payment will be made. If we do not accept your order, no amount will be paid. We will send you another e-mail when the goods leave.

1.3 The return process before delivery: Once your order has left, the goods and the responsibility for shipping them are transferred to the carrier. If you change your mind once your order is gone, you will have to refuse the merchandise without taking possession of it. Attention, the shipping costs will not be refunded.

1.4 Receipt of Goods: When our carrier arrives, you must ensure that you can receive the goods. If you have chosen a standard delivery, provide help with lifting packages, furniture can sometimes be heavy and bulky. Also make sure that the carrier can access your home and that you can then bring the package inside the room you want.

1.5 Delivery times: We stock all the products indicated on the site in "fast delivery". Unfortunately, we are never immune from imponderables, for example, you buy the last item we have in stock and it is damaged. We are of course committed to informing you of any changes in delivery times. We also depend on the availability of raw materials for the production of new items. Our goal is to make you satisfied and we are at your disposal to satisfy you.

1.6 Impossibility to deliver: If we are unable to deliver, we will refund you the item in question or accept a change of reference, as you wish.

1.7 Product information:

The images are presented for information only. We cannot guarantee that there are no shades in the colours, on the one hand between your screen and reality, and on the other hand between several pieces of furniture from the same collection. Our products are manufactured in a traditional way: the same patina, with the same formula, applied to two similar pieces of furniture can have two slightly different renderings. If you want to buy sets, you must accept the possibility that there may be slight

nuances. Also, the same picture displayed on two computer screens can have two different renderings. Not all displays are calibrated in the same way. This is why we can send you wood samples. Also, dimensions, weights, volumes may vary without notice from us: a change of packaging, a technical modification, are all factors that can slightly modify the data displayed on the site.

1.8 The prices displayed:

We make every effort to ensure that there are no errors on the site, but the amount of information to manage (and the fact that we are human) can cause typos or errors. In any case, once your order is validated, accepted by Woodjam, the price will not move any more, except in the case where the price is very low and it can only be a manifest error, so we reserve the right to cancel the order after its confirmation. We give you the selling price including VAT, which includes VAT. Transport prices are given separately according to the delivery method you choose.

1.9 Sales outside the EU area :

If we were to sell you a product outside the EU, you would entrust Woodjam with all the transport, customs clearance and administrative formalities. The costs will be communicated to you before sending for your validation.

1.10 THE DELIVERY:

We offer several delivery options to adapt to your wishes. We deliver to the following countries: Metropolitan France, Belgium, Monaco and Andorra. We indicate on the site a departure time for the goods, which we control, since we store the goods ourselves. On the other hand, the delivery time we give you is an indication, in fact, we do not deliver your orders ourselves, we use external suppliers. At certain times of the year, the deadlines may be extended (public holidays, August, end-of-year holidays, etc.). You will find details of delivery in the "Delivery" section of the site. We will inform you of any changes brought to our attention and will do our best to deliver within the specified time frame. On your side, we ask you to be available for delivery. If after three attempts the deliverers have not been able to return the ordered goods to you, they will be returned to us automatically. We will then propose either to deliver you again at your own expense or to cancel the order. In this case, the shipping costs will not be refunded.

1.11 Follow-up: We provide you with an order follow-up, available on our website until the moment the goods leave, then on our carrier's website when we deliver the goods to him. Transport tracking is generally available 24 hours after we have handed over the goods.

1.12 Return and right of withdrawal if the product is in conformity: You change your mind? You have a legal right of withdrawal of 14 days which we increase to 30 days to ensure that you are satisfied. The date taken into account is the delivery date, whether you yourself have received the products or a third party has done it for you. This right applies to products.

Our goal is to make you happy with your purchase. To organize the return, you must inform us of your decision clearly within 14 days after the delivery date, by providing us with: your contact details, the return address (whether or not it is different from the delivery address) and the reason for the return, all this accompanied by a clear sentence such as "I wish to return the product to you" or "I wish to cancel the sales contract".

1.13 Return and right of retraction if the product arrives broken or damaged:

If the product has arrived damaged, you must write a reservation on the delivery note. Furniture is a fragile product, despite the care we take in packaging, it can happen that the furniture has been badly handled, and that it arrives broken, or with blows made after manufacture (traces of fresh

wood). To process the exchange, we will then have to rely on the transport voucher which will include your reservations and remarks.

1.14 Refund: If you cancel the contract of sale, we will refund the amount you have paid to us within 20 days, the refund method will be the same as the payment method. In the event that the furniture has been unpacked, handled and not repacked in its original and clean packaging and the product has been damaged during the return transport, we reserve the right to assess the amount of damage and to withdraw it from the amount to be refunded.

1.15 Returning a product: All products must be checked with the driver at the time of delivery. If you feel that it is not in conformity, you simply repack it and return it to the driver, specifying on the delivery note the reason for the return. If you wish to return the product after having accepted it and this during your legal withdrawal period, we invite you to inform us of the reason for the return as described in point 1.12. After that, you must return it to any base of our DB Schenker transport or one of its partners if it is a console, low table, bedside table, sofa end, column, small buffet or any other furniture of reasonable size. If it is a large product such as a dining table or a large buffet, we will send you the carrier for pick-up. In this case, you will be responsible for the return shipping costs. Of course, you can borrow or rent a vehicle to take this larger furniture back to a DB Schenker centre or one of its partners.

2 2.0 Legal Liability and Warranties We have a legal obligation to provide Products that are in accordance with the contract we have entered into with you. Our Products are designed for domestic use and we do not give any warranty regarding their performance in a commercial environment. We shall not be liable to you for any loss of profit, loss of business, interruption of business or loss of opportunity.

If we do not comply with a contract we have entered into with you, we will be liable for any damage or injury to you that would be a foreseeable result of our breach of these Terms of Sale or our negligence, but we will not be liable for any unforeseeable damage or injury. Damage or damage is foreseeable if it is an obvious consequence of any breach by us of the General Terms and Conditions of Sale or if it is defined as such at the time the contract is concluded.

2.1 To the extent permitted by applicable law, the maximum amount of loss or damage for which we will be liable under Clause 2 is limited to the price you paid for the Product to which the loss or damage you suffered is related.

2.2 We shall not exclude or limit our liability in the following cases: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent statements; (c) liability imposed by the Consumer Rights Act, 2015, the exclusion or restriction of which is not permitted under section 31 of the Consumer Rights Act, 2015; and (d) defective products under the Consumer Protection Act, 1987.

2.3 This in no way affects your rights under the law, and in particular the legal guarantee of conformity provided for in Articles L211-4 to L211-14 of the French Consumer Code and Article 1649 quater of the Belgian Civil Code, and the legal guarantee against hidden defects provided for in Articles 1641 to 1649 of the French and Belgian Civil Codes. These two legal warranties apply independently of any commercial warranty provided by the product manufacturer.

In France, the legal warranty of conformity gives you the right, in the event of a defect that appears within two years from the date of delivery (i) to choose between repair or replacement of the good,

subject to the conditions relating to cost set out in Article L. 211-9 of the Consumer Code and (ii) to be exempted from providing proof that the good is not in conformity.

The legal guarantee against hidden defects gives you the right, in the event of a defect that appears within two years from the date of discovery of the defect, to return the product and obtain a refund or to keep the product and obtain a partial refund. Under this legal warranty, you will have to prove that the product had a hidden defect at the date of sale.

"Article L.211-4 of the Consumer Code:

The seller is required to deliver a good in conformity with the contract and is liable for any lack of conformity existing at the time of delivery.

He shall also be liable for defects in conformity resulting from packaging, assembly instructions or installation where the latter has been charged to him by the contract or has been carried out under his responsibility.

Article L.211-5 of the Consumer Code: >

To be in conformity with the contract, the property must:

(1) Be fit for the use usually expected of a similar property and, if applicable:

- correspond to the description given by the seller and possess the qualities that the seller presented to the buyer in the form of a sample or model;

- have the qualities that a buyer can legitimately expect in view of public statements made by the seller, the producer or his representative, in particular in advertising or labelling;

2° Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.

Article L.211-12 of the Consumer Code :

The action resulting from the lack of conformity shall be barred after two years from the date of delivery of the goods.

Article 1641 of the Civil Code:

The seller is bound by the warranty for hidden defects in the thing sold that make it unfit for the use for which it is intended, or that reduce this use so much that the buyer would not have acquired it, or would have given only a lower price, if he had known them.

Article 1648 of the Civil Code:

The action resulting from the fundamental defects must be brought by the purchaser within two years of the discovery of the defect. »

3. Force majeure: Our liability shall not be affected in the event of non-performance or delay in the performance of our obligations under a contract caused by events of force majeure, in particular natural disasters, fires, floods, difficult weather conditions, explosions, wars (declared or not), acts of terrorism, acts of central or local public authorities or any other competent authority, it being understood that: (a) we will take all reasonable measures to avoid or minimize the non-performance or delay; (b) in the event of non-performance, we will refund all amounts paid under the relevant contract; and (c) in the event of a significant delay, you may notify us of your decision to cancel your order and we will then refund all amounts paid under the relevant contract.

4. Dispute resolution

4.1 If you have a dispute with us regarding the contract we have with you, please contact us first at contact@woodjam.com and try to resolve the dispute informally with us. You can also write to us at the following address: IXMOD - 10 avenue de Tabarla - 34490 Lignan sur Orb - France.

4.2 In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, woodjam.com joins the Service du Médiateur du e-commerce of the FEVAD (Fédération du e-commerce et de la vente à distance) whose coordinates are as follows: 60 rue de la Boétie - 75008 Paris - <http://www.mediateurfevad.fr/>.

4.3 In the unlikely event that we are unable to resolve the dispute informally, we draw your attention to the fact that the EU offers an online dispute resolution platform on which EU consumers can expose disputes arising from online purchases, at the following address: [//ec.europa.eu/odr](http://ec.europa.eu/odr). You also have the opportunity to resolve the dispute by taking legal action.

5. AUTONOMY OF THE PROVISIONS. Each of the provisions of these Terms and Conditions of Sale operates separately. If a court or other competent authority decides that any provision of these Terms and Conditions is illegal or unenforceable, the remaining provisions shall remain in full force and effect.

6. UPDATE OF THESE TERMS AND CONDITIONS OF SALE. We may modify or update these Terms and Conditions of Sale at any time for various reasons, including in the event of: (a) a change in the way our organization operates; (b) a change in the legal or regulatory requirements with which we must comply; or (c) a change in the payment methods we accept. However, each of your Product orders will be governed by the terms and conditions published on our website at the time of the order.

7. THIRD PARTY RIGHTS. Any Agreement between you and us is only between you and us. No third party shall be entitled to invoke its terms.

8. ASSIGNMENT OF YOUR RIGHTS. We may assign our rights and obligations under the contract with you to another organization and we will use all reasonable efforts to notify you in writing if this occurs, without affecting your rights or our obligations under the contract. We will use reasonable means to inform you in writing if this happens.

9. APPLICABLE LAW AND JURISDICTION. These Terms and Conditions of Sale are governed by French law. This means that a contract relating to the purchase of Products on our site and any dispute or action following or related to it will be governed by French law. The French courts shall have exclusive jurisdiction to hear any proceedings relating to this contract.

10. TO CONTACT YOU. If we need to contact you or inform you of something in writing, we will do so by e-mail or prepaid post to the address provided in your order.

11. EXCLUSIONS: PURCHASES B2B. The terms of this Article apply to purchasers who are defined as "consumers" under the French Consumer Code (Preliminary Article), therefore, the terms that apply to consumers under French law do not apply to purchases made by professionals for the purpose of their professional activity - in particular the right of withdrawal provided for or the legal guarantee of conformity provided for in the Consumer Code. Notwithstanding the general rule provided for in the above article, the parties expressly agree that, with regard to B2B purchases, this

contract is governed exclusively by French law and that, in the event of a dispute, the courts of Montpellier shall have exclusive jurisdiction.