

General conditions of online sale (website) - Version of October 07, 2024 & Withdrawal form

General terms and conditions of sale BtoC (website)

Strictly reserved for consumers as defined by the French Consumer Code
applicable from 07/10/2024

1. Definitions

In these Terms and Conditions, when between **, the term :

- i. *T&C* means the *Seller's* Terms and Conditions ;
- ii. *Seller* means the company LA BOULE OBUT, as identified in Article 0 of the *T&C* ;
- iii. *Buyer* means the consumer or non-professional who places an order with the *Seller* via its *Site*, and with whom they may conclude the *Contract* ;
- iv. *Site* refers to the *Seller's* online shop accessible via the Internet at the following address: <https://www.obut.com>,
- v. *Party/Parties* means the *Seller* and/or the *Buyer* ;
- vi. *Contract* means the order placed by the *Buyer*, the *T&C* and any document expressly referred to therein ;
- vii. *Product(s)* means all the goods and/or services offered by the *Seller* on its *Site* ;
- viii. *Standard Product* means a *Product* offered by the *Seller* on its *Site* for which the *Buyer* has not requested any personalisation, such as engraving and/or marking ;
- ix. *Personalised Product* means a *Product* offered by the *Seller* on its *Site*, for which the *Buyer* has requested personalisation on the *Site* (engraving, marking, etc.) ;
- x. *RD* means recorded delivery.

2. Definition of the *Seller*

The company responsible for the offer is:

LA BOULE OBUT

a simplified joint stock company with share capital of € 6,735,925 registered with the RCS of Saint-Etienne (FRANCE) under no. 415 203 355

SIRET 415 203 355 00011 - Code APE 3230 Z - VAT FR 00 415 203 355

5 route du Cros – 42380 Saint-Bonnet-le-Château – France

Phone. : +33 4 77 45 57 00

Email: relationclients@labouleobut.com or contact form available on the <https://www.obut.com> website

3. Application and enforceability of the *T&C*

- 3.1. These provisions constitute the Terms and Conditions for all *Products* offered by the *Seller* via its *Site*.
- 3.2. These *T&C* apply, without restriction or reservation, to all *Contracts* concluded online between the *Seller* and *Buyers* on its *Site*.
- 3.3. The *T&C* therefore apply to the exclusion of all other conditions, in particular the Terms and Conditions applicable to sales in shops or at sporting events (truck).
- 3.4. The *T&C* can be consulted and downloaded from each page of the *Site*.
- 3.5. By placing an order with the *Seller*, the *Buyer* declares that they have read these *T&C* and accepted them by ticking the box "I declare that I have read and accept the Terms and Conditions", before clicking on the "Proceed to payment" button, and acknowledge that these *T&C* and the documents to which they expressly refer constitute, together with the order, the entirety of the contractual documents governing the rights and obligations of the *Parties*.
The *Seller* therefore encourages *Buyers* to read all of these contractual documents carefully.

4. Pre-contractual information

- 4.1. The *Buyer* acknowledges that, while browsing the *Site* or via the *T&C*, they have been given the pre-contractual information required by law in a clear and comprehensible manner, and in particular:
 - the essential characteristics of the *Products* ;
 - the price of the *Product* and related costs, in particular delivery costs ;

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- the date on which the *Seller* undertakes to deliver the Product(s) ordered and the delivery terms;
 - information relating to the *Seller's* identity, postal address, telephone number and e-mail address,
 - whether or not there is a right of withdrawal and how to exercise it,
 - the procedures for claiming on legal warranties and, where applicable, commercial warranties.

4.2. The **Buyer** acknowledges that the photographs and graphics presented on the *Site* to represent the **Product** are not contractual and shall not create liability for the *Seller*.

4.3. **Product** offers are subject to availability of stock. When a **Product** is unavailable, this temporary unavailability is indicated on the *Site* by a small red dot and the wording "Out of stock"

5. Prices

5.1. The prices of the **Products** are those shown on the *Site*.

5.2. They are given in Euros, and :

- include the eco-participation tax (flat-rate financial contribution by the **Buyer** to the collection, sorting and recycling of a product), except in the case of furniture and household electrical and electronic equipment,
- does not include delivery costs, which are invoiced in addition to the price of the **Products**.

5.3. Delivery costs will be updated below the price of the **Product** once the delivery method is selected after confirmation of the basket and will be added automatically to the total price.

5.4. All orders are payable exclusively in Euros (€).

5.5. For metropolitan France and all European Union member states, prices include VAT at the rate applicable in the country of delivery.

5.6. . The VAT rate and its amount will only be definitive once the **Buyer** has selected the place of delivery for the order, after having confirmed their basket.

5.7. For all **Products** delivered outside mainland France and outside member countries of the European Union, prices are exclusive of VAT.

5.8. For an order delivered to a country other than mainland France and the member countries of the European Union, the **Buyer** is informed that they are considered to be the importer of the **Product(s)** concerned.

5.8.1. In addition to the price, customs duties or other local taxes, import duties or fees may be required of the **Buyer** by the authorities and/or bodies of their State.

5.8.2. These rights and sums are not the responsibility of the Seller and are therefore not displayed at the basket or order stage. They are the sole and final responsibility of the **Buyer**, who is entirely responsible for both declarations and payments to the competent authorities and/or bodies in that country. The *Seller* advises the **Buyer** to obtain information on these aspects from their local authorities.

5.9. The *Seller* reserves the right to modify its prices at any time, but the *Products* will be invoiced on the basis of the prices in force at the time the order is placed.

6. Placing an order

6.1. When browsing the *Site*, the **Buyer** can consult the characteristics of the **Products**, their availability and their price.

For a large number of **Products**, they can select their characteristics (in particular weight and diameter) while browsing. It is also possible to personalise them by choosing an engraving or branding.

6.2. The **Buyer** may select the **Products** they wish to purchase, in the quantities and customisations they choose, by adding them to the basket as they browse, by clicking on the "add to basket" button.

6.3. It is specified that the *Site* is reserved for the personal needs of consumers, and the *Seller* therefore reserves the right to refuse orders for a **Product** if the quantity exceeds the consumption of a consumer's personal needs.

6.4. The **Buyer** may cancel or modify the basket at any time, and view the exact details, characteristics and availability, by clicking on the "view basket" button or on the icon symbolising a basket.

6.5. To place an order, the **Buyer** must log in to their account or create one, either :

- when browsing, by clicking on the icon symbolising a person, then on the link "Already a customer? Login", or in the "New customer? Create your account",
- when confirming your basket after clicking on the "ORDER" button, by selecting the "Already a customer? Login", or "New customer? Create your account".

6.6. Order and payment stages

1. The **Buyer** must confirm their basket,
2. The **Buyer** must then choose the delivery and billing address,
3. The **Buyer** must choose a delivery method from among those and confirm their choice,

4. The *Buyer* must then select a method of payment from those available,
 - 4.1. If they choose a gift voucher, the *Buyer* must fill in the alphanumeric code of their voucher and then click on "use gift voucher".
 - 4.1.1. The *Buyer* reads and accepts the T&C, the acceptance of which is evidenced by the *Buyer* ticking the box "I declare that I have read and accept the Terms and Conditions of the BOULE OBUT company".
If the *Buyer* does not accept the T&C, they will not be able to complete their order.
 - 4.1.2. To complete the order, the *Buyer* then clicks on the "Proceed to payment" button.
 - 4.2. If they choose a method of payment other than gift voucher :
 - 4.2.1. The *Buyer* reads and accepts the T&C, the acceptance of which is evidenced by the *Buyer* ticking the box "I declare that I have read and accept the Terms and Conditions of the BOULE OBUT company".
If the *Buyer* does not accept the T&C, they will not be able to complete their order.
 - 4.2.2. The *Buyer* clicks on the "Proceed to payment" button.
 - 4.2.3. The *Buyer* completes the information relating to the chosen method of payment,
 - 4.2.4. To complete the order, the *Buyer* then clicks on the "Pay securely" button.
- 6.7. After step 4.2.4, the contract between the *Parties* is formed subject to the strict condition of receipt of payment from the *Buyer* by the *Seller*.
- 6.8. If the condition is not fulfilled, i.e. if the *Seller* does not receive payment of the order price, the order will lapse automatically and will be deemed never to have existed, and each Party will be released from its obligations towards the other.

7. Payment of the order price

- 7.1. The price of the order is payable upfront, in full, as soon as the order is placed.
- 7.2. The *Seller* offers the *Buyer* the option of paying for their order using one of the following payment methods :
 - the following credit cards : Carte Bleue, Visa, American Express or Master Card,
 - payment via the PayPal platform,
 - a valid gift voucher previously sold by the *Seller*.
- 7.3. When the *Buyer* chooses to pay by PayPal, we inform them that they are being connected directly to our specialised service provider, which is currently PAYPAL Luxembourg (RCS Luxembourg B118349), 24 boulevard royal, Luxembourg.
- 7.4. When the *Buyer* chooses to pay by credit card, we inform them that they are being connected directly to our specialised service provider specialising in online payments, which is currently PAYPLUG ENTERPRISE SAS, registered with the Paris Companies Register under number 443 222 682, and whose registered office is located at 110 Avenue de France, 75013 Paris.
 - 7.4.1. The payment information provided by the *Buyer* (e.g. bank card number) is transmitted solely to our payment service provider and our company has no knowledge of it and does not store it.
 - 7.4.2. This payment service provider has been chosen by the *Seller* because of its very high level of security the protection of payment methods.
 - 7.4.3. Connections with this payment service provider are therefore secured by an HTTPS protocol.
 - 7.4.4. This HTTPS protocol encrypts information during the *Buyer* connection.
 - 7.4.5. As another security measure applied by this service provider, online payment by bank card is validated by entering a single-use security code (3D SECURE), which is sent to the *Buyer* by the means agreed between them and their Bank.
- 7.5. The *Seller* is only informed by its payment service provider of whether the payment has been confirmed by the *Buyer* and has been accepted by their bank, or if it has been rejected or been unsuccessful (e.g.: time elapsed).
- 7.6. The invoice for the order placed by the *Buyer* is available on their OBUT customer account.

8. Order confirmation

Upon receipt of payment by the *Seller*, it will send the *Buyer* an e-mail confirming their order.

This e-mail will contain the information required by law, and will be accompanied by attachments of the T&C, which include a standard withdrawal form.

9. Cancellation of order by the *Seller*

9.1. The *Seller* reserves the right to cancel the order from the **Buyer** if it contains personalisation created by the *Buyer* that contains terms prohibited by law, in particular because of their offensive, slanderous, defamatory, discriminatory, sexist, racist, anti-Semitic, hateful or violent nature.

In the event of cancellation, the *Seller* will inform the **Buyer** by e-mail, who will then refund the cancelled order.

9.2. In the event that the *Seller* is unable to provide the pétanque course, for whatever reason, the *Seller* reserves the right to cancel the course after informing the **Buyer** in advance and, at the discretion of the **Buyer**, providing a credit note valid for one year or a full refund.

10. Terms and delivery times

10.1. After confirmation of the order of the products in the basket, the **Buyer** is offered one or more types of delivery depending on the country of delivery chosen and the **Products** ordered :

- For small **Products** (less than 1 metre) and/or light *Products* (less than 30 kg), delivery is handled by La Poste in two ways :
 - either signed home delivery "Colissimo Home with signature",
 - at a "Colissimo collection point" against signature,
- For bulky **Products** (over one metre) and/or heavy *Products* (over 30kg), in mainland France delivery will be made by the carrier designated on the *Site* ;
- For bulky **Products** (over one metre) and/or heavy *Products* (over 30kg), outside mainland France, an estimate will be drawn up by the *Seller*.

10.2. The cost and delivery times for the different delivery methods offered are indicated when the order is placed, after confirmation of the basket, in the "Delivery method" tab.

10.3. The **Products** offered for sale can be delivered anywhere in the world, with the exception of the countries mentioned on the *Site*.

10.4. Depending on the number of **Products** ordered, the order may be packed in one or more parcels. The **Buyer** is informed that in the case of several parcels, even if they are dispatched together on the same day, they may not be delivered on the same day depending on the contingency of transport.

10.5. If the **Buyer** has not received their order in full within fifteen (15) calendar days of the dispatch date, they are requested to inform the *Seller*.

10.6. In the event of loss or theft during transport, the order will be replaced free of charge by the *Seller*.

10.7. If the failure to deliver is due to a case of force majeure affecting the *Seller*, the delivery periods shall be suspended (see article 20).

10.8. Any failure or difficulty in delivery due to incorrect or incomplete information provided by the **Buyer** may under no circumstances be attributed to the *Seller*.

Additional costs, in particular re-delivery costs resulting from errors of the **Buyer**, up to an amount equal to the delivery costs of the initial order, will be borne exclusively by the **Buyer**.

10.9. In the event the parcel is presented at the delivery address but is not collected by the **Buyer** (refusal to accept delivery, absent at the time of delivery, failure to collect the parcel from a collection point within the time allowed, etc.), the parcel may be returned to the *Seller* who will inform the **Buyer** by email.

10.10. In this email, if it is the first failure, the *Seller* shall offer the **Buyer** a second delivery of the order, the delivery costs of which shall be borne by the **Buyer** and be an amount equal to the delivery costs of the initial order, and shall inform the **Buyer** that if they do not accept within 30 days of this email being sent, the Contract shall be terminated automatically.

10.11. If the offer to make a second delivery is accepted by the **Buyer** in writing (by email or letter) within the time limits specified in article 10.9, this second delivery will only take place once the *Seller* has received payment from the **Buyer** of the costs of the second delivery specified in the *Seller's* email.

If the second delivery is unsuccessful, in the event the parcel is presented at the delivery address but is not collected by the **Buyer** (refusal to accept delivery, absent at the time of delivery, failure to collect the parcel from a collection point within the time allowed, etc.), the parcel will be returned to the *Seller* and the *Contract* will be terminated, with the **Buyer** being notified by any means.

10.12. In the event of termination of the *Contract* pursuant to articles 10.9 or 10.10 :

- For *standard* *Products*, the Seller shall reimburse the *Buyer*, using their initial means of payment, for the price of the *standard Products* ordered, less delivery costs, without prejudice to the *Seller's* right to claim any damages as a result of the termination of the *Contract*.
- In the case of *personalised* *Products*, the Seller shall retain the sums paid by the *Buyer* in respect of such *Products* by way of compensation. It is specified that the *Buyer* shall be entitled to the same compensation in the event of refusal of delivery by the *Seller*.

11. Reservation of ownership

11.1. Without prejudice to the provisions of article 12, the *Seller* retains full ownership of the *Products* sold until full payment of the price, in principal, costs and accessories.

11.2. In the event of seizure or any other intervention by a third party on the *Product*, the *Buyer* must inform the *Seller* without delay in order to allow it to take action and preserve its rights.

11.3. The *Buyer* undertakes not to grant any right whatsoever over the *Product*, and in particular not to give them as security for a debt, until the contract price has been paid in full, in principal, costs and accessories.

11.4. In the event of total or partial non-payment of the price of the *Product*, the *Seller* may, in application of this clause, claim ownership of the *Product* in order to obtain its return, notwithstanding its right to obtain compensation in addition for all its losses.

12. Transfer of risks, transport risks

12.1. The costs and risks associated with the delivery of the *Products* shall be borne exclusively by the *Seller*.

12.2. From the time of delivery, i.e. when the *Buyer* or the third party appointed by them takes possession of the *Products*, the risks of loss or damage to the *Products* are transferred to them.

12.3. In the event of delay, damage or loss during transport, the *Buyer* is obliged to make all reservations with the carrier immediately upon unpacking at home.

12.4. These reservations must be confirmed by the *Buyer* to the carrier :

- for transport within France, by recorded delivery within three (3) days, excluding public holidays, following delivery,
- for transport in other countries, immediately following delivery for visible damage, and within seven (7) days for non-visible damage, excluding Sundays and public holidays.

12.5. If the *Buyer* signs the delivery note and/or the transport document presented by the carrier at the time of delivery without reservation, the *Buyer* may under no circumstances subsequently complain to the *Seller* about any damage or loss affecting the *Product(s)*.

13. Withdrawal conditions and period

13.1. Possibility of withdrawal

The *Buyer* may withdraw their order, i.e. cancel it under the conditions set out in article 13.3, only for standard *Products*, including gift vouchers.

13.2. No right of withdrawal

13.2.1. In accordance with 3° of article L 221-28 of the French Consumer Code, the *Buyer* may not withdraw their order for personalised *Products*. For personalised *Products*, the *Buyer* is definitively bound by their order.

13.2.2. In the event of an order where part is for personalised *Products* and another part for standard *Products*, withdrawal may only apply to the standard *Products*.

13.3. Conditions of withdrawal where permitted (standard products article 13.1)

13.3.1. In accordance with the provisions of articles L.221-18 to L.221-28 of the French Consumer Code, the *Buyer* has a period of fourteen (14) days from receipt of the *Product* ordered by them or by the third party designated by them, in which to exercise their right of withdrawal before the *Seller*, without having to justify their decision.

13.3.2. For pétanque courses, the fourteen (14) day period for exercising the right of withdrawal runs from the conclusion of the *contract*, i.e. the order placed by the *Buyer* on the *Site*.

13.3.3. The day on which the *contract* is concluded or the day on which the ordered *Product* is received is not counted in the fourteen (14) day period. The period begins at the start of the first hour of the first day and ends at the end of the last hour of the last day of the period. If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

13.3.4. In the case of an order for several *Products* delivered separately, or in the case of an order for a *product* made up of multiple batches or parts whose delivery is staggered, the period runs from receipt of the last *Product*, batch or part.

13.3.5. The right of withdrawal may be exercised using the withdrawal form attached to the order confirmation e-mail sent by the *Seller* (article 8), or by any other unambiguous statement expressing the wish of the *Buyer* to withdraw.

13.3.6. In the event of withdrawal, the *Buyer* has the choice between an exchange or a refund of the *Product*. However, an exchange will only be possible if the replacement *Product* is available in the *Seller's* stocks.

13.3.7. The *Buyer* shall have a period of fourteen (14) days, following the sending of an email by the *Seller* validating the *Buyer's* request for withdrawal, to return the *Product(s)* to the *Seller*. Once this period has elapsed, the *Seller* shall no longer be obliged to comply with the request of the *Buyer* for withdrawal.

13.3.8. Only *Products* that are returned complete (including accessories), in perfect aesthetic, clean and working condition, in their packaging, and accompanied by a copy of the purchase invoice, will be eligible for a refund or exchange.

13.3.9. Unless otherwise agreed between the *Parties*, the cost of returning the *Product* shall be borne by the *Buyer*, irrespective of the means of transport chosen for the return.

13.3.10. It is specified that if the *Product*, due to its nature (bulky or heavy goods), cannot normally be returned by post, the *Buyer* must expect to bear a return cost equal to the delivery cost paid by the *Buyer* at the time of ordering plus 20%.

13.3.11. The return will be made at the risk of the *Buyer*, who will bear all the consequences of loss, deterioration or damage due to transport, without any possibility for them to claim against the *Seller* in this respect. The *Seller* therefore advises the *Buyer* to take out specific and appropriate transport insurance.

13.3.12. Upon receipt by the *Seller* of the decision by the *Buyer* to withdraw, and provided that the conditions of the above articles are met, the *Seller* undertakes :

- to reimburse the *Buyer* for the price of their order within fourteen (14) days, where the *Buyer* has opted for reimbursement. It is specified that the *Seller* will not reimburse additional costs if the *Buyer* has expressly chosen a delivery method that is more expensive than the standard delivery method offered by the *Seller*.
- to dispatch the replacement *Product* desired by the *Buyer* within the same period if the latter has opted for an exchange.

It is specified that this refund or exchange will be deferred until receipt of the *Product* by the *Seller* or until the *Buyer* has provided proof of dispatch of the *Products*, whichever is the earlier.

14. Legal guarantees

14.1. The *Buyer* has a period of two years for new *Products* and one year for second-hand *Products*, from the date of delivery, to make a claim under the legal guarantee of conformity in the event of the appearance of a conformity defect.

During this period, the *Buyer* is only required to establish the existence of the lack of conformity and not the date of its appearance.

14.2. Where the *contract* for the sale of the *Product* provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal warranty shall apply to this digital content or digital service throughout the planned supply period.

14.2.1. During this period, the *Buyer* is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of its appearance.

14.2.2. The legal guarantee of conformity implies an obligation on the part of the *Seller*, where applicable, to provide all updates necessary to maintain the conformity of the *Product*.

14.3. The legal guarantee of conformity gives the *Buyer* the right to the repair or replacement of the *Product* within thirty days of their request, free of charge and without any major inconvenience for them.

14.3.1. If the *Product* is repaired under the legal guarantee of conformity, the *Buyer* benefits from a six-month extension of the initial guarantee.

14.3.2. If the *Buyer* requests the repair of the *Product*, but the *Seller* imposes a replacement, this will entitle the *Buyer* to a new period of legal warranty of conformity for the replaced item.

14.4. The *Buyer* may obtain a reduction in the purchase price by retaining the *Product*, or may terminate the *contract* and receive a full refund for the return of the *Product*, if :

14.4.1. the *Seller* refuses to repair or replace the *Product* ;

14.4.2. the *Product* is repaired or replaced after a period of thirty days ;

14.4.3. the repair or replacement of the *Product* causes a major inconvenience to the *Buyer*, in particular where the *Buyer* definitively bears the costs of the return or collection of the non-compliant *Product*, or if they bear the costs of installing the repaired or replaced *Product* ;

14.4.4. The non-conformity of the *Product* persists despite the *Seller's* unsuccessful attempt to bring it into conformity.

14.5. The **Buyer** is also entitled to a reduction in the price of the *Product* or to rescission of the *contract* where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the *contract*. The **Buyer** is then not obliged to request the repair or replacement of the *Product* beforehand. The **Buyer** is not entitled to rescind the *contract* if the lack of conformity is minor.

14.6. Any period of unavailability of the *Product* with a view to its repair or replacement suspends the remaining warranty period until delivery of the repaired *Product*.

14.7. The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

14.8. The **Buyer** also benefits from the legal guarantee against hidden defects in application of articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect.

14.9. This guarantee gives the right to a price reduction if the *Product* is kept, or to a full refund against return of the *Product*.

14.10. The legal warranties provided for in this Article apply independently of any contractual commercial warranty provided for in article 15 below.

15. Commercial guarantee

15.1. Unless otherwise stipulated in writing in the *T&C*, the order, or the documents presenting the *Products*, the *Seller* does not grant any contractual guarantee on the *Products*.

15.2. For *Products* which the *Seller* does not manufacture, where there is a contractual guarantee granted by the manufacturer, the *Seller* undertakes only to pass on to the manufacturer any requests from the **Buyer** to claim under this guarantee.

The manufacturer's contractual guarantee may be conditional on the **Buyer** producing photographs of the *Product*, its packaging and labelling.

The *Seller* therefore advises the **Buyer** :

- to keep the *Products*, packaging and labelling intact and in good condition ;
- to be able to provide photographs of the *Product*, its packaging and labelling, if requested by the manufacturer.

15.3. In addition to the legal guarantees (article 14 above), the *Seller* grants the **Buyer** the following contractual guarantees :

15.3.1. for competition pétanque boules : contractual guarantee against any defect that the *Product* may present for a period of three (3) years from the date of purchase (date of order).

15.3.2. for Leisure pétanque boules : contractual guarantee against any defect that the *Product* may present for a period of one (1) year from the date of purchase (date of order).

Please note that this guarantee does not apply to wooden boules from the "Ma Boule" range, nor to PVC pétanque boules (OBUT all-terrain boules).

15.3.3. for accessories/clothing : contractual guarantee against any defect that the *Product* may present for a period of seven (7) calendar days from receipt of the *Product*.

In addition, in the case of clothing, the contractual guarantee will only apply if the following conditions are met :

- the *Product* has not been worn (simply tried on) ;
- all labels and protective films are present on the *Product* ;
- the *Product* must be in perfect condition ;
- the *Product* must be enclosed in the plastic packaging.

15.4. In order to benefit from this commercial guarantee, the **Buyer** must comply with the provisions of article 17.

15.5. If a commercial guarantee is granted by the *Seller*, under this guarantee the **Buyer** shall be entitled either to a refund of the purchase price, or to the replacement or repair of the *Product*, at the *Seller's* option.

The cost of returning the defective *Product* shall be borne by the **Buyer**.

16. Exclusions from guarantee

16.1. Exclusions applicable to both the legal and commercial warranties

Without prejudice to the other exclusions stipulated in the *T&C*, the *Seller's* warranties do not cover any defect or damage to the *Product* caused by

- an act of God or force majeure,
- incorrect installation, normal wear and tear,
- deliberate or accidental deterioration, negligence, lack of supervision, maintenance or storage, misuse or faulty use of the *Product*,

- loss, theft or misappropriation,
- any modification of the *Products* subsequent to the sale and not carried out by the *Seller*, where such modification is the cause of the alleged defect.

16.2. Additional exclusions specific to the commercial guarantee

The *Seller's* commercial guarantee does not cover :

- failure of the **Buyer** to comply with the conditions of article 17 below,
- if the *Product* has been damaged or lost because of or during the return transport from the **Buyer** to the *Seller*,
- if the **Buyer** has had the *Product* modified by a person other than the *Seller*.

17. **Claims**

17.1. Any claim against the *Seller*, whether for *Products* under legal or commercial guarantee, must be made in writing to relationclients@labouleobut.com and must be accompanied by the following information :

- copy of the purchase invoice for the *Product* deemed defective
- description of the defect
- photograph of the defect
- if applicable, proof of commercial guarantee (e.g. OBUT guarantee card).

17.2. Without these, the claim will not be considered.

17.3. For any information concerning a claim, the **Buyer** may contact the Customer Relations Department.

17.4. This complaint must be made as soon as the alleged malfunction, defect or non-conformity appears. Any use of the *Product* despite the existence of an alleged malfunction, defect or non-conformity, and therefore any damage caused to and/or by the *Product* as a result of such continued use, shall be the sole responsibility of the **Buyer**.

17.5. Except with the prior written agreement of the *Seller's* Customer Relations Department, the **Buyer** must not return to the *Seller* the *Product* or part thereof which is the subject of the complaint. However, the **Buyer** must keep the *Product* or part with its packaging in the best possible conditions and allow the *Seller* every facility to come to the **Buyer's** home to ascertain the problem giving rise to the complaint and to collect it if necessary.

17.6. If the *Seller* so requests in writing, the **Buyer** must, within a period of fifteen (15) days, return the *Product* or part which is the subject of the complaint to the following address :

La Boule Obut – SAV

5 Route du Cros

42 380 St-Bonnet -le-Château

17.7. The alleged defective *Product* must be returned by the **Buyer** in a box similar to its original box and designed for transport, preferably by colissimo, with tracking and recorded delivery to the above address. The **Buyer** must keep the receipt of the shipment with the parcel number in the event of loss or theft.

17.8. The *Seller* shall not be held liable for any damage to the *Product* during its return transport.

17.9. On receipt of the claim from the **Buyer** and the possible return of the *Product*, the *Seller* will verify that the claim is well-founded, occurred during the warranty period, and does not fall under one of the cases of exclusion referred to in article 16.

17.10. If the *Seller* finds that the conditions for invoking its guarantee or liability have not been met (**Product** not under guarantee, time limit expired, issue falling under one of the cases of exclusion), it will inform the **Buyer** in writing, and will offer to deal with the complaint as part of the after-sales service (article 19).

17.11. If, on the other hand, the *Seller* finds that the conditions for invoking its guarantee or liability have been met :

- it will inform the **Buyer** of its decision as to the nature of the intervention that it agrees to carry out (repair, replacement, refund) with regard to the commercial guarantee,
- it will ask the **Buyer** about the nature of the intervention required (repair, reimbursement or replacement) in terms of the guarantee against hidden defects,
- it will ask the **Buyer** about the nature of the intervention required (repair or replacement subject to the cost conditions set out in Article L.217-12 of the Consumer Code, and except in cases where the defect is of minor importance) in terms of the legal guarantee of conformity.

18. **Liability**

18.1. Only the information contained in the confirmation of the orders, and the characteristics of the *Products* that can be consulted on the *Site*, determine the content and the limits of the *Seller's* commitment.

The **Buyer** is informed that there may be nuances of colour between what they see on the *Site* and the *Product* and accept that the existence of a nuance of colour does not constitute non-conformity.

18.2. In the event of a difference between this contractual information and the *Product* delivered, the *Buyer* may only complain if this constitutes a non-conformity within the meaning of articles L 217-3 to L 217-5 of the French Consumer Code or a hidden defect within the meaning of article 1641 of the French Civil Code (article 14 above).

18.3. The *Seller* has no liability in the cases referred to in article 16, but also in the event of delay or impossibility of performance of the *Contract* due to erroneous or incomplete information entered by the *Buyer*.

18.4. The conclusion of a sale with the *Buyer* does not deprive the *Seller* of its right to take action against its own supplier.

18.5. In the event of the *Seller* being held liable by the *Buyer*, the *Buyer* shall refrain from intervening personally or having a third party intervene to remedy the defects without the *Seller's* authorisation.

19. After-sales service

19.1. The provisions of article 19 apply when the conditions for invoking the *Seller's* liability, legal guarantees and any commercial guarantee are not met.

19.2. The *Buyer's* complaint must be made in writing to the address relationclients@labouleobut.com, or in the "Contact Us" tab on the *Site*, and must be accompanied by the following information :

- copy of the invoice for the *Product*
- description of the defect
- photograph of the defect

19.3. Except with the prior written agreement of the *Seller's* Customer Relations Department, the *Buyer* must not return to the *Seller* the *Product* or part thereof which is the subject of the complaint.

19.4. If the *Seller* so requests in writing, the *Buyer* must return the *Product* or part which is the subject of the complaint, at their own cost and risk, to the following address:

La Boule Obut – SAV

5 Route du Cros

42 380 St-Bonnet -le-Château

19.5. On receipt of the claim from the *Buyer* and the possible return of the *Product*, the *Seller* will check whether the *Product* or part is repairable or replaceable.

19.6. If the *Product* or part thereof is not repairable, the *Seller* shall inform the *Buyer* accordingly.

In the event that the *Product* has been returned by the *Buyer*, the *Seller* shall at the same time ask the *Buyer* if they wish to collect the *Product* or the part thereof.

In the above eventuality, the *Buyer* has 30 calendar days from when the *Sender* provides a reminder by recorded delivery to collect the *Product* or the part. If the *Buyer* fails to do so, this shall constitute authorisation given to the *Seller* to destroy the *Product*, or the part thereof, which is the subject of the after-sales complaint.

19.7. If the *Product* or part thereof is repairable or replaceable the *Seller* shall ask the *Buyer* whether they wish to receive a repair or replacement quotation.

19.7.1. If the *Buyer* does not respond to this request within 15 calendar days, the absence of a response will constitute a refusal to receive a quotation.

In this eventuality, if the *Buyer* has returned the *Product* to the *Seller*, the *Buyer* shall be obliged to collect the *Product* from it.

In this case, the *Buyer* has 30 calendar days from when the *Sender* provides a reminder by recorded delivery to collect the *Product* or the part. If the *Buyer* fails to do so, this shall constitute authorisation given to the *Seller* to destroy the *Product*, or the part thereof, which is the subject of the after-sales complaint.

19.7.2. If the *Buyer* replies to agree to receive a quotation, they will have a period of 15 calendar days from the date of dispatch of the quotation in which to accept it, i.e. to sign it and return it to the *Seller*.

19.7.2.1. Failure to sign and return this quotation within 15 calendar days shall render it null and void and shall constitute a refusal by the *Buyer* to repair or replace.

In this case, the latter undertakes to collect the *product* or any part thereof that may have been returned to the *Seller*.

In this eventuality, the *Buyer* has 30 calendar days from when the *Sender* provides a reminder by recorded delivery to collect the *Product* or the part. If the *Buyer* fails to do so, this shall constitute authorisation given to the *Seller* to destroy the *Product*, or the part thereof, which is the subject of the after-sales complaint.

19.8. Quotations provided by the *Seller* are estimates only.

19.9. If, during the execution of the work, it appears necessary to carry out additional repair or replacement work, i.e. more extensive than envisaged in the quotation, the *Buyer* agrees that the *Seller* may carry this out without having to seek their written agreement, on condition that this work does not exceed 5% of the amount inclusive of tax of the initial work, or more than €50 inclusive of tax.

19.10. If this work is in excess of 5% or €50 inclusive of tax, the *Seller* shall obtain the *Buyer's* written agreement in the form of a rectifying or supplementary quotation signed by the *Buyer*.

19.11. If the *Buyer* refuses to give their written agreement to this amending or supplementary quotation, the *Seller* may :

- either, stop the repair and return the *Product* or part to the *Buyer* in the same condition, in which case the *Buyer* shall not be entitled to make any claim or challenge or bring any action against the *Seller* for compensation for any damage whatsoever resulting from the failure to carry out the additional work,
- or, if possible, complete the repair without carrying out the additional repair or replacement work, in which case the *Buyer* may not make any claim or challenge or bring any action against the *Seller* for compensation for the damage, of whatever nature, which would result from the failure to carry out the additional work.

20. Force majeure

20.1. Neither of the *Parties* may be held liable for delays in the performance or non-performance of all or part of their obligations, if such delay or non-performance is due to the occurrence of an event of force majeure.

20.2. For the purposes of these terms and conditions, force majeure is defined as any event beyond the control of the parties that impedes their normal operation to such an extent that its consequences cannot be offset by the means available to the parties. If they meet the above definition, the following examples constitute cases of force majeure: strikes and other industrial disputes, fires, explosions, floods, natural disasters, wars, damage to computer installations, production machine server breakdowns, Internet outages, the impossibility of using one's computer system as a result of a computer attack, attacks or insurrections, transport stoppages, disruptions or shortages of supplies of raw materials and energy affecting the sites of the *PARTIES*, but also those of their suppliers, their subcontractors or their transporters, epidemics and pandemics.

20.3. After having exhausted all the means in its power to fulfil its obligations, and within a maximum period of 72 working hours of the occurrence of an event constituting force majeure, the *Seller* shall notify the *Buyer*, specifying the reasonable foreseeable effects of this event of force majeure on the performance of the *Contract*.

20.4. If the total duration of an event of force majeure persists for more than 1 month from the date of its notification, the *Buyer* will have the option of terminating the *Contract*, with immediate effect, by registered letter stating its wish to terminate the *Contract* and confirmed on the same day by an e-mail sent to the *Seller*.

21. Intellectual property

21.1. Without prejudice to the provisions of the General Terms and Conditions of Use (GTCU) which can be consulted on the *Site*, any work and/or intellectual creation, of whatever nature (in particular brands, logos, texts, comments, works, illustrations, photos, videos, drawings), and the medium (in particular the *Site*, packaging, labels, notices, catalogues, advertising, etc.) used by the *Seller* remain its property.

21.2. The *Buyer* is prohibited from reproducing them, except for personal and private use.

21.3. Any other use is liable to constitute a violation of the intellectual property code.

22. Personal data of the *Buyers*

22.1. The *Seller* processes the personal data that the *Buyer* passes to it or that it collects in the course of its relations with the *Buyer*.

22.2. The *Buyer's* personal data is processed in accordance with the *Seller's* Privacy Policy, which is available on the *Site*.

23. Means of communication and proof

23.1. The *Buyer* accepts that exchanges of information between the *Parties* at any stage whatsoever, including the pre-contractual stage, may take place electronically and inter alia by e-mail.

23.2. The *Buyer* is hereby informed that if they have given their telephone number to the *Seller*, they have the right to register on the opposition to telephone canvassing list at www.bloctel.gouv.fr.

23.3. The *Buyer* accepts that the computer recordings of the *Seller* or the latter's IT service providers constitute literal proof between the *Parties*, in particular of their communications, orders, commitments and payments.

23.4. Order confirmations with a value in excess of €120 including VAT are kept by the *Seller* for a period of 10 years and may be made available to the *Buyer* on request.

24. Extended Producer Responsibility

The *Seller* is a member of the following approved eco-organisations for the collection and recycling of waste :

- Packaging sector : Citeo - Unique identification number : FR210338_01UGEC
- ASL sector (Articles de Sport et Loisirs): Ecologic - Unique identification number : FR210338
- TCL sector (Textiles, Household Linen, Footwear): Re Fashion - Unique identification number : FR210338_11JIEV

25. Applicable law – competent court

25.1. All disputes between the *Seller* and the *Buyer* shall be governed by French law, unless the provisions of an imperative regulation lead to the application of another law.

25.2. The language of the *T&C* is French. If the *T&C* are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

25.3. The *Buyer* is hereby informed that they may submit any complaints in order to seek an amicable solution to the *Seller's* Customer Relations Department on +33 4 77 45 57 00 (toll-free number) or by e-mail using the contact forms on the Site, or by post to the following address : LA BOULE OBUT - Service Relation Client– 5 route du Cros - 42380 Saint-Bonnet-le-Château- France.

25.4. In the event that a complaint or claim request made to this service is unsuccessful, or in the absence of a response from this service within a period of two (2) months, the *Buyer* may submit the dispute relating to a purchase between them and the *Seller* to conventional mediation with the following mediator : Fédération du e-commerce et de la vente à distance (FEVAD) 60 rue de la Boétie 75008 PARIS telephone : 01 42 56 38 86, mediateurduecommerce@fevad.com, who will attempt, independently and impartially, to bring the parties together with a view to reaching an amicable solution.

25.5. All disputes to which the purchase and sale transactions concluded in application of the *T&C* may give rise, concerning their validity, interpretation, performance, termination, consequences and developments, and which cannot be resolved amicably between the *Seller* and the *Buyer*, shall be submitted to the competent courts under the conditions of common law.

25.6. For the definition of the competent jurisdiction, the *Seller* elects domicile at 5 route du Cros - 42380 Saint-Bonnet-le-Château- France.

26. Nullité - inapplicabilité

In the event that one or more of the provisions of the *Contract* is cancelled or cannot be applied for any reason whatsoever, all the other provisions of the *Contract* shall remain valid and in force.

Cancellation form

To the attention of La Boule Obut,
Customer relations department,
5 route du Cros,
42380 Saint-Bonnet-le-Château,
relationclients@labouleobut.com

I hereby inform you that I withdraw from the contract of sale for the following item(s)

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Ordered on (*)/received on (*) :

Name of consumer(s) :

Address of consumer(s) :

Email address of consumer(s) :

Signature of consumer(s) (only in the case of notification of this form on paper) :

Date :

(*) Strike out what does not apply.