



## TERMS AND CONDITIONS

### SALE ON WEBSITE

WWW.THÉO-BEBE.FR

The general conditions of sale apply to all sales of products concluded by the company Madei Creations Pte. Ltd. with capital of US \$ 2,035,000 having its registered office at 336 Smith Street # 06-307 New Bridge Center, Singapore 050336, registered in Singapore under number 201419388R, and having a VAT identification number FR 91 814 840 443.

The general conditions of sale define the rights and obligations of the seller and the customer resulting from the sale of the products offered on the website [www.theo-bebe.fr](http://www.theo-bebe.fr)

They are in effect as long as they are accessible on the website. They can be changed at any time at the initiative of the seller and in this case, the changes apply to orders received after implementation of the change.

The customer declares to have read these general conditions of sale and to have accepted them by ticking on the website, the box provided for this purpose.

Any order confirmation implies full and unreserved acceptance of these general conditions of sale by the customer.

#### 1. Order

The customer creates his customer account with the information necessary for the delivery of products and contact details and provides his confidential and personal password for access to his customer account.

The customer accepts that entering their email address and password is proof of their identity when using the website.

The prices indicated on the website [www.theo-bebe.fr](http://www.theo-bebe.fr) are inclusive of VAT ex warehouse France and do not include delivery costs, except when it is specifically indicated that delivery costs are included in the sale price.

The customer orders the product (s) of his choice by clicking "add to basket".

At any time the customer can check the products selected in the basket, and modify them or withdraw them and change his order in preparation.

The final customer order is received by the seller by clicking on the "order" icon.

When applicable to the customer, the cost of delivery is mentioned specifically for each order according to the delivery address and the amount of the order.

The customer makes his payment through Paypal or his credit card or other payment method validated by Madei Creations Pte Ltd.

The customer's order is confirmed by email after receipt of payment. The order is then verified by the seller who will send the customer his final invoice / receipt after validation on the customer's email address. The seller agrees to notify the customer if, exceptionally, one or more items of his order are not available, and to reimburse him for these items, within 8 working days or to offer a replacement item.

## 2. Payment and Delivery

The delivery time is 2 to 3 weeks, except specific information, in metropolitan France, and to be confirmed on a case-by-case basis outside metropolitan France.

The customer can cancel his order if the seller does not respect the delivery time having allowed a maximum additional time of 4 days. The customer must notify the seller by email to: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr) and the seller will reimburse the customer within 15 working days by transfer to the customer's bank account.

### **Important conditions for the delivery of furniture.**

**In order to ensure a risk-free delivery service for an order of multiple pieces of furniture, the order is delivered on a backslash pallet with a guarantee band around the pallet.**

1. Small packages and furniture alone may not be delivered on a single pallet or without a pallet, at the logistician's discretion.
2. If the packages are delivered without guaranteed tape or with damaged boxes, or if items are missing on delivery compared to his order, the customer must refuse the entire order so that the carrier returns the entire order to the customer. 'warehouse.
3. To validate the return of the goods, the customer must then indicate precise, significant and complete reservations on the transport document and the reservations must relate to the merchandise and not to the apparent condition of the packages.
4. When the customer signs the carrier's delivery note without reservation, he acknowledges having received the goods in good condition and releases the carrier from all liability. Any damage then identified may be considered by the seller as beyond his responsibility.
5. It is recommended that the customer take photos and send them to the seller by email at the address: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr) for follow-up with the carrier. In case of doubt, the customer can call the logistician of the seller at: +33 6 30 58 36 07

6. In the event that the customer accepts delivery of packages that are damaged or that are not delivered on a backslash pallet with warranty strip, the seller reserves the right not to apply the 3-year warranty on the furniture (s) concerned, and may ask the customer that the replacement of damaged components is the responsibility of the customer.
7. The carrier has an obligation to allow the customer to open the packages for inspection before validating receipt. If the carrier refuses the customer the possibility of checking the goods, the customer must indicate on the delivery note that he was not able to check the contents of the packages, and, if there is any damage subsequently observed when opening the packages, inform the carrier by registered letter within 3 days of the date of delivery.
8. To be validated, all reservations must be confirmed by registered letter to the carrier within 3 days of delivery. A scanned copy of the letter to the carrier should be sent to the address: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr)
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10. Upon receipt and validation of the reservations and the customer's return, the seller will make a second replacement delivery without additional delivery costs within a maximum period of 15 days.

## Right to retract

The customer has the legal withdrawal period of fourteen days, from the day of receipt of the products, to exercise his right of withdrawal without having to justify reasons or pay penalties, with the exception of return costs.

To exercise his right of withdrawal, the customer must notify the seller at the email address: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr) The seller will send him within 3 working days a form for implementing the right of withdrawal with the details of the procedure return items.

The customer must return the items in their original packaging and in perfect condition, within 10 working days. The refund will be made after receipt of the returned items in good condition, within a period of 15 working days by transfer to the customer's bank account.

Any item returned damaged or not in its original packaging will not be refunded.

## 11. Collection and recycling of THÉO™ furniture

Madei Creations Pte Ltd is an eco-responsible company and is a member of Eco Mobilier under number 0166592, an organization which organizes the collection and recycling of furniture. As such Madei Creations must apply an eco-participation in its

prices according to the scale in force, and which is included in the selling price of the furniture. The amount of the eco-participation is detailed for each piece of furniture.

## 12. Legal guarantee of conformity and manufacturer's guarantee

### Content of warranty

The company Madei Creations Pte. Ltd. / THÉO™ guarantees:

- \* that the THEO™ furniture or accessory is suitable for the use for which the furniture or accessory is intended, under normal conditions of use and having been assembled according to the assembly instructions provided by the manufacturer.
- \* that the furniture or accessory corresponds to its description as communicated in the various printed or digital media controlled by Madei Creations or reproduced by its distributors.
- \* that the THÉO™ furniture or accessory does not contain any manufacturing defect or hidden defect, having undergone factory quality controls.

What is covered by the warranty?

- Furniture elements, hinges, drawer slides, handles, supports for shelves or furniture elements, bed base slats, purchased new by the customer, a natural person residing in the European Union and in Switzerland.
- The accuracy of the assembly instructions delivered with the furniture.

What is excluded from the warranty?

Warranty exclusions:

- Poor assembly, failure to follow assembly instructions.
- Misuse or poor maintenance, use of cleaning products not recommended.
- Natural or accidental disasters, dropping, impact, discoloration due to light, burns, excessive heating, humidity, presence of insects, uneven floors, natural variations between components.
- Modifications, repairs or additions of elements not forming part of the furniture components or parts by the customer or by a person not approved by the manufacturer.
- Use for professional or commercial purposes.
- Corrosion and oxidation.
- Damage due to transport in baggage
- Normal use of the furniture will result in aesthetic deterioration and normal wear and tear that the warranty does not cover.

Warranty limitations:

THÉO™ warranty only covers the right to replace or repair the THÉO™ furniture or accessory. Excluded are the contents of the furniture, in particular all goods stored in the furniture, assembly and cleaning costs and damage of any kind related to the unavailability of the furniture or accessory..

### **Guarantee implementation information**

Documents to be provided: copy of the delivery note and purchase invoice

Contact in writing or email: THÉO™ customer service: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr)

Madei Creations / THÉO™ reserves the following rights:

- As part of the continuous improvement of its furniture, to call on an internal or external expert, at its own expense, to ascertain the defect and its causes.
- To propose the replacement of components when the replacement of the furniture has a disproportionate cost compared to the repair.
- To offer components or equivalent models depending on the availability of the furniture covered by the warranty.

Warranty period:

3 years from the delivery date mentioned on the delivery note, or failing that, on the purchase invoice.

- Extension of the guarantee in case of immobilization of the good during its repair or its replacement for more than 7 calendar days. Article L217-16 of the Consumer Code: "When the buyer asks the seller, during the course of the commercial guarantee which was granted to him during the acquisition or repair of movable property, a restoration covered by the guarantee, any period of immobilization of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the buyer's request for intervention or the provision for repair of the property in question, if this provision is subsequent to the request for intervention.

"Reminder of legal provisions Legal guarantee of conformity - extracts from the Consumer Code:

Article L217-4: The seller is required to deliver goods in accordance with the contract and is liable for any lack of conformity existing at the time of delivery. It is also responsible for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been charged to it by the contract or has been carried out under its responsibility.

Article L217-5: To be in conformity with the contract, the good must: 1 ° Be suitable for the use usually expected of a similar good and, where applicable:- correspondre

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

- have the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling; 2 ° Or have the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted.

Article L217-12: Action resulting from lack of conformity lapses two years after delivery of the goods.

Guarantee against defects in the item sold - extracts from the Civil Code:

Article 1641: The seller is bound by the guarantee for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use to such an extent that the buyer has not acquired it, or would have given only a lower price, if he had known them.

Article 1648: 1st paragraph: The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect.

#### Applicable law and jurisdiction

The provisions of these general conditions of sale are governed, interpreted and applied in accordance with the law of the country where the customer is resident.

#### 11. Data confidentiality

The customer's personal information is necessary for the processing of the customer's order, its invoicing and its delivery.

Unless he is notified at any time, the customer accepts that his personal data will be transmitted to the logistics, administrative and accounting staff and to the seller's logistics partners, for the sole purpose of executing his order.

The seller takes precautions to ensure the confidentiality and integrity of the customer's personal data.

The customer has the right at any time to access his personal data, to oppose any form of processing and to have them deleted. He can notify the seller of the implementation of his rights at the email address: [contact@theo-bebe.fr](mailto:contact@theo-bebe.fr)

The seller agrees to keep and archive the invoices concluded with the customer for 10 years.