

GENERAL TERMS AND CONDITIONS OF SALE

Preliminary article

The Company CASSIOM ® (hereafter named the "Company") creates, designs, promotes and sells worldwide decoration articles and artworks. The Company is a sales company and an editor. In order to fulfil customers' expectations, the Company has set up, along its distribution network, a distance selling system by internet and phone.

Article 1 - Scope

The present general terms of use are applicable to all distance placed order of Company items through website on the name <http://www.cassiomshop.com> (hereafter « Website »):

- By order of customers as private persons act as a consumer (meaning of Law and Case Law) for a delivery to these same customers or to third person of their choice as consumer (meaning of Law and Case law) ;
- By order of customers as moral person for a delivery to these same moral persons or to the third person, moral or private as a consumer (meaning of Law and Case law).

Any sell of Company items through the website is subject to these general terms of use, which customer accepts. They may be modified and updated; terms applicable to an order of an item by a customer are these in force the day of the order.

Article 2 - Offerer identity

The company CASSIOM, société par actions simplifiés unipersonnelle (SASU) au capital social de 110.000 Euros, registred at Registre du Commerce et des Sociétés de Nîmes under the number 852 718 204, whose headquarters are located at 115, impasse des Dahlias 30000 Nîmes - France—
Phone number : + 33 7 49 12 80 88 – email : contact@cassiomshop.com

TVA FR 08 852 718 204

Article 3 - Information relating to CASSIOM ® items and limitation of liability

All information (name, definition, depiction, detailed description) concerning CASSIOM ® Items offered for sale under these terms and conditions is available on the Website or on request by telephone at CASSIOM from 11 am to 6 pm from Monday to Friday (Paris time zone), excluding holidays. For inquiries outside of these business hours, please leave a detailed message at the following email : contact@cassiomshop.com. The Company will make all reasonable effort to address customer inquiries by the next following business day.

The Company shall not be held responsible for unsubstantial errors which could rise. Photography and other reproductions of items are only indicative and have no contract value. In any event, in a case of non-conformity, the Company commit to repair the mistake under the provisions of articles 13 and 14.

The Company shall not be liable for technical, hardware or software failures of any kind in relation to use of its Website, including, but not limited to, use of forms or downloading of information. The Company shall not be liable in any manner whatsoever for direct, indirect, special, incidental, consequential, punitive, or other damages resulting from errors, omissions, dated information, availability of, use of, access of, or inability to use information. Information on the Website site is current only as of the date it is posted. The Company specifically disclaims any duty to update the information.

Article 4 - Conditions of ordering

4.1 By placing an order via the Website, via order form (which could be downloaded from the website) the customer warrants that he/she is at least 18 years of age, has the legal capacity to enter into a valid and binding contract, and owns a credit card/debit card such as provide in the article 6.3 hereafter.

Orders shall be placed in French or in English and are subject to availability of stock.

In this respect, the customer will be informed either at the moment of the order or on items information website page:

Of the availability of the item

Or, in a case of the item temporary unavailability, of the possibility to order it for a later delivery in a specified delay.

If, and despite of the due diligence of the Company, the items ordered are not available anymore, the company will inform the customer by any means (phone call or e-mail) without delay and reimburse the price that could be debited on the customer banking account without any additional damages claims.

4.2 The customer commits that all information transmitted to the Company on the website for an order would comply to the general terms and conditions, be complete, accurate and updated.

It shall be reminded that for ordering, the customer is required to provide certain personal data, such as name, internet login and password, permanent address, telephone number, e-mail, delivery address and payment method (the "Personal Data"). The customer agrees to allow transmission of Personal Data being transmitted to CASSIOM for the purpose of processing the order. The customer further agrees that the Personal Data may also be shared with the Company's contracted partners, for the exclusive purpose of fulfilling the order.

More specifically, the customer is informed that Personnel Data is also collected by the Company, in charge of orders analysis and of credit card fraud combat. In a case of a unpaid due to fraudulent use of a credit card/debit card, Personnel Data linked to this order will be registered in a "payment incident" data running by the Company.

If a customer would give irregular information or if the Company sees any anomalies, whatsoever, the Company shall apply a specified treatment of this information. Accordingly to the Loi Informatique et Libertés of 6 janvier 1978, the customer has a right of access, modification, rectification, opposition and cancellation of his/her Personnel Data.

To exercise this right, the customer can address a request to: contact@cassiomshop.com or to CASSIOM 115, impasse des Dahlias – 30000 Nîmes - France.

Concerning treatment running by the Company, the customer can exercise this right by sending a request and in justifying her/his identity to the Company, to the correspondant informatique et libertés de la société, Mr. Florent Le Scornet at florent@cassiom.com.

4.3 According to the article L.122-1 du French Consumer Code, the Company reserves the right, in its sole discretion, to refuse any orders (i) from customers with whom there is an ongoing dispute concerning payment of a prior order; or (ii) that do not conform strictly to these terms and conditions of sale.

If the Company becomes aware that an order does not satisfy these terms and conditions of sale (e.g. the wrong delivery address, exceeding the authorized number of items), the Company will inform the customer by telephone or e-mail within six business days; and if the customer fails to correct the order,

the Company reserves the right to cancel the order.

Failing for the customer to make appropriate correction upon the Company, the Company shall have the right to cancel the order and the payment.

Article 5 - Order by phone / by purchase order

Ordered by phone shall be placed with Consumer Department at +33 (0)7.49.12.80.88, from Monday to Friday from 11 am to 6 pm (Paris time zone) (except Holidays). Order can be placed also by a specific purchase order which could be downloaded from the website. Once the purchase order is fulfilled, it has to be sent, by mail, to contact@cassiomshop.com.

The customer will need to supply his/her credit card/debit card number and/or bank details in order to properly place an order.

Once the customer's bank accepts the debit of the customer's credit card/debit card or bank account, his/her order shall be transferred directly to the Company order picking department and shall be deemed accepted by the Company.

Article 6 - Order by the Company website named www.cassiomshop.com

Orders placed via the Website shall comply strictly with the procedure described below, by a series of screens indicating the successive phases the customer must follow.

6.1 First step: items selection

On the Website, the customer will select, enter and confirm the identification and quantity of the items he/she wishes to order (the availability of which the Company must confirm, as applicable); these items will be added to the customer's "Cart".

6.2 Second step: confirming the selection and placing the order

When the customer has finished making his/her selection, the customer must then confirm the content of the "Cart", by clicking "Proceed to checkout".

Once the customer has confirmed its "Cart", he/she has to log in:

- If he/she has an account with the Company, by its e-mail address and its password
- If he/she does not have an account, the customer will be asked to sign in to get an account with the company.

The customer has also to confirm :

- the delivery address, which may be their billing address, work address or the desired third party address.
- the shipment mode (priority or standard): the postage & packing expenses for the order being specified at the time; and finally the payment method chosen.

Once all this information has been entered and confirmed, the price of the items, packing and delivery costs will automatically be displayed as the customer's final total.

6.3 Third step : choosing terms of payment

The customer's payment for his/her purchases shall be made by

- Direct Bank Transfer
- Paypal payment
- Amazon Pay

After entering the debit card/credit card number, the customer shall click the "CONFIRM YOUR ORDER" button and his/her credit card/debit card or bank account shall be checked for viability.

6.4 Fourth step : Within six days, the customer receives confirmation, by e-mail, of the order by the Company. This confirmation mentions order number, items, their quantity, unit and total price, terms of payment and the shipping address chosen by the customer.

Accordingly to the article 1369-2 of French civil Code, the customer formally accepts e-mail as a confirmation for its order.

By exception to the 6 days period, the e-mail confirming an order paid by an international credit card/debit card issued by a Bank, which is domiciled outside France, will be send by the Company once its bank account credited with sum due by the customer.

Article 7 - Proof of order

In a general manner, the company and the customer are agreed to said that e-mail and automatic registered system used by Consumer Department bind parties, especially concerning the nature and the time and date of the order.

The Company keeps all elements relatives to the order and keeps them available to the client on a genuine request send to: contact@cassiomshop.com or CASSIOM– Service relation clientele (Consumer Department), 115 impasse des Dahlias 30000 Paris - France.

However, the customer is advised to keep a copy (electronic or printed) of the information concerning his/her online order.

Article 8 - Items Price

Prices communicated displayed on the website are in Euros or US Dollars or Pound Sterling (£), and have to be taken including all taxes, without shipping costs. Prices charges are those at the date of the order. Shipping costs of items will be calculated at checkout step.

Accordingly to article L.121-19 of French Consumer Code, the customer will receive, at the time of the delivery written confirmation of paid price and shipping costs charged to him.

Once an order has been successfully placed, the Company will automatically send a confirmation email detailing the items sold, payment method including secure credit card identification, billing and shipping address. The confirmation e-mail will be sent to the e-mail address provided by the customer. If the customer does not receive the confirmation e-mail they are then advised to please check spam and bulk mail folders or to call +33 (0)7.49.12.80.88 CASSIOM where they will be further assisted.

Article 9 - Delivery

Delivery shall take place once payment of the order is received :

- the delivery address, which may be their billing address, work address or the desired third party address.
- the shipment mode (priority or standard): the postage & packing expenses for the order being specified at the time; and finally the payment method chosen.

No shipments will be made to hotels or post office boxes.

In this regard, the customer undertakes to supply the exact address of his/her billing address when placing the order. Shipment of items will be performed, after registration of order payment, to address indicated by the customer. Accordingly to provisions of article L.121-20-3 of French Consumer Code, shipment of items will be performed:

Either in a maximum after 30 days of the date of ordering;

Or in the period whose customer will be told in event of temporary unavailability of the so-called item:

- At the moment of the order to the Consumer Department by phone
- At the moment of adding an item to its "Shopping Bag" and before the acceptance of its order.

The Company will deliver ordered items by standard shipment or express shipment according to customer's choice.

Article 10 - Retain of property

THE COMPANY SHALL KEEP THE PROPERTY OF DELIVERED ITEMS UNTIL DUE PAYMENT AND INTEREST. PAYMENT IS PERFORMED BY CASHING IN THE PRICE. IN THE EVENT OF TOTAL OR PARTIAL PAYMENT FAILURE, THE COMPANY CAN, WITHOUT NOTICE, CLAIM THE ITEM(S) WHICH HAS/HAVE BEEN DELIVERED BY THE COMPANY TO THE CLIENT.

Article 11 - Intellectual property rights

The customer is granted a license for use of the Website, however the Website shall remain the exclusive property of the Company, which has created and published online the web pages, images and source scripts and data. Consequently, the customer shall not broadcast or copy the Website, in whole or in part, in any form whatsoever.

Similarly, it shall be strictly prohibited without the Company express prior written authorization, to create hyperlinks to any page or item of the Website or make any use not in accordance with this Website license, and particularly, use any part of the material on the website (items presented, descriptions, price, data, software, graphics, images, texts, photographs, tools, etc.) for commercial purposes.

Article 12 - Right of Cancellation

Accordingly to provisions of article L.121-21 and seq. of French Consumer Code, the customer has the right to cancel the contract without need for justification, up to fourteen (14) days following the date of receipt of the said item by the customer, subject to the terms and conditions.

To exercise his/her right of cancellation after the CASSIOM items have been delivered, customer has to send it in its original packaging, in exactly the same condition in which it was delivered to him/her, complete (with accessories, manual, warranty document etc.) with a copy of the invoice and the Return/Replacement.

If a return is timely and properly made, the reimbursement of the billed price of returned items will be made by crediting the customer's bank account. The reimbursement has to be performed within thirty (30) days after reception of items by the Company.

Items that are returned incomplete, damaged, deteriorated or unsellable will not be accepted and reimbursement shall not be made or shall be mitigate.

Article 13 - Conformity - Warranty

The customer must check that the items delivered correspond to the order. If any delivered items do not match the order, the client shall inform the Company as soon as possible, either by telephone to the Consumer Department (Monday to Friday 101:00am – 6:00pm Paris zone time), or by e-mail to contact@cassiomshop.com, specifying the item discrepancy and return the relevant item(s) in its/their original packaging, in original delivery condition and with a copy of the invoice.

Items must be returned by registered mail or another secure method with a guaranteed delivery date. The Company will reimburse the customer for the cost of delivering back the returned merchandise if the non-conformity of an item is confirmed by the Company. If replacement of the non-conforming item is not feasible as determined by the Company, or if the customer does not wish to receive a store credit from the Company, a full refund of the billed price (cost of item and packing and delivery costs) of the non-conforming items will be made by crediting the customer's bank account or credit card/debit card upon receipt by the Company of the returned items.

Without prejudice of specified warranty conditions given to the customer with the item, articles L. 211-4, L. 211-5, L. 211-12, L. 211-13 of French Consumer Code and articles 1641 et 1648 § 1 of French Civil Code.

Article 14 - Act of God

Performance by the company of all or part of its obligations shall be suspended in the event of an act of God which would hamper or delay the execution.

Article 15 - Non-waiver

The failure by the Company to enforce one or more of the provisions of these terms and conditions of sale does not constitute a waiver of such rights or remedies and shall not relieve the customer from compliance with such obligations.

Article 16 - Personal Data

16.1 Personal Data of customers collected by the website are treated accordingly to the law n°8-17 du 6 January 1978 modified by Loi n° 2004-801 of 6 August 2004. It is necessary to the commercial relationship between parties management. The customer guarantees the truth of the information given and will be the sole responsible for any false, incomplete or obsolete indications. Any change of address, name, e-mail address or other identification element necessary for a good management of commercial relationship has to be notified directly to the website. The Company cannot be held responsible in the event of non-reception of an offer or advantage due to obsolete or misleading information.

The responsible for treatment is the Company. Then, customer may exercise his or her right to access, rectify, supplement, update, lock, cancel and delete the personal data regarding the Internet user in question and, for legitimate reasons, to oppose its processing by sending an mail to the correspondant Informatique et libertés of the Company along a copy of an ID.

16.2 The website can, with the prior consent of the customer, use personal data for marketing campaign by addressing to the customer, by any support (texts, e-mail, mail), information concerning similar items or complementary services provided by the Company.

At any time, customer may exercise his/her rights of opposition under the above conditions.

16.3. The Company may create a "cookie" (alphanumeric identifier) in the hard drive of the Internet user's computer solely with the aim of recognizing the said user when he or she subsequently views the Website.

The term of conservation of information concerning browsing by the Internet user, as provided by the "cookie" on the Website, shall not exceed one year. The Internet user is reminded that he or she may prevent cookies from being created on his or her hard drive by configuring their Internet browsing software accordingly (Internet Explorer, Mozilla Firefox, Opera, Safari, etc.). To this end, the Internet user is referred accordingly to the user guide of their Internet browsing software ("Help" section of the browser's toolbar) or may obtain any such information from the publisher of the said software.

16.4 The Company also use cookie in order to proprietary cookies (such as Google Analytics or Google Adwords).

At any time, customer can deactivate Google Analytics function for displaying advertisement and personalized Google Display of your internet browser.

Article 17 - Validity of these terms and conditions of use

If any of the provisions in these terms and conditions of sale is declared wholly or partly invalid, unlawful or unenforceable, the other provisions and other rights and obligations resulting from these terms and conditions will remain valid to the fullest extent permitted by law.

Article 18 - Litigation - Applicable Law - Jurisdiction

THESE TERMS AND CONDITIONS ARE GOVERNED BY THE LAWS OF FRANCE.

IN THE CASE OF TROUBLE WITH THE ORDER OR THE DELIVERY OF COMPANY ITEMS, THE CUSTOMER CAN, BEFORE ANY TRIAL, FIND AMICABLE SOLUTION, IN PARTICULAR WITH CONSUMER ORGANIZATION OR ANY OTHER COUNSEL OF HIS/HER CHOICE.

IF NO AMICABLE SOLUTION HAS BEEN REACHED, FRENCH COURTS SHALL EXERCISE JURISDICTION OVER ALL AND ANY DISPUTES ARISING FROM THE USE OF THE WEBSITE, SUBJECT TO CONTRARY PROVISIONS ARISING FROM REGULATION NO. 44/2001 DATED 20 DECEMBER 2000 CONCERNING COURT JURISDICTION AND THE APPLICATION OF RULINGS IN CIVIL AND COMMERCIAL MATTERS (BRUSSELS I).