

# GENERAL SALES CONDITIONS

The Terms & Conditions hereunder govern the relations between the company « Hotels At Home », registered with the Trade office of Pontoise, 477 579 874 at the following address - 163, rue de la Belle Etoile - Business Park Paris Nord 2 - Bât 6B - 95700 Roissy En France - France, whose unique registration code (UGC) registered by the Agency for Ecological Transition (ADEME) is FR025830\_10ACTI, hereafter called « Hotels At Home » and customers or people wishing to carry out a purchase either directly on our Internet site or by the means of our catalogue, thereafter referred to as « The Customer ». These conditions apply on an exclusive basis to individuals (no organisations or companies). All relations will be exclusively run by this contract, except any condition beforehand. « Hotels At Home » reserves the right to modify these conditions at any time. Placing an order implies acceptance of these Terms & Conditions by The Customer.

**1 - SUBJECT** - The present conditions aim is to define the mutual obligations of both sides within the framework of the sale of products offered by Hotels At Home to its Customer.

**2 - ORDER** - The Customer is entitled to place an order either directly on the Internet site, or by telephone to our customer service using the references listed in our catalogue. Any order implies the general acceptance of the prices, conditions and specifications of the products. The Customer acknowledges accepting the present Terms & Conditions prior to the validation of his/her order. The registered data collected by Hotels At Home at the time of the order is evidence and proof of a contract between Hotels At Home and The Customer. The Customer also acknowledges accepting UPS, Chronopost and Colissimo General Shipping Conditions, prior to the validation of his/her order. UPS General Shipping Conditions are available upon request or at [www.ups.com](http://www.ups.com). Colissimo General Shipping Conditions are available at [www.colissimo.fr](http://www.colissimo.fr). Chronopost General Shipping Conditions are available at [www.chronopost.com](http://www.chronopost.com)

**3 - PRICES AND PAYMENT** - Products are supplied at the prices in effect at the time the order is placed. Customs duties, local taxes, import licence or Government taxes are likely to be required. These rights and sums are at The Customer's total expense as required by the authorities and/or qualified organizations in each country. The orders are payable by credit card payment: VISA, MASTER-CARD or AMERICAN EXPRESS. The Customer will be debited with an amount on his/her bank account the day the order is processed and at the latest, the day of shipping the products. The products remain the property of Hotels At Home until full payment of the goods is paid by The Customer.

**4 - AVAILABILITY** - Our product offerings and prices are valid with stock availability. In the case where a product becomes unavailable after The Customer has placed and paid for an order, Hotels At Home has the duty to inform The Customer immediately upon becoming aware of the unavailability of said product. However, Hotels At Home reserves the opportunity to split the deliveries of an order in

case of temporary unavailability of an ordered product. In the case where a split shipment is agreed upon due to the unavailability of any item(s), delivery charges will be registered only once for a single shipment. If a product is no longer available after placing an order, Hotels At Home will credit The Customer at the time of informing them of the situation, and within a maximum of fifteen (15) working days.

**5 - DELIVERY** - The products are shipped to the delivery address provided by The Customer when ordering. The delivery of available products is carried out within a maximum of ten (10) working days (excluding mattresses, bed bases and other items made to order). These are average lead times including order processing and delivery of products in the European Union countries. Delivery charges are not included and will be specified to The Customer at the time of their order. For any delivery out of the European Union, the lead time and forwarding costs may vary according to the destinations. Additional charges may apply for deliveries to isles (e.g. Isle of Ré, Canary Islands, Balearic islands,...). Shipments are carried out by a forwarding agent. Hotels At Home cannot be held responsible for the consequences due to a delay concerning shipment once it has left our warehouse. The Customer must notify the carrier and Hotels At Home with all issues concerning the delivery (for example: damaged parcel, already opened...) within three (3) days upon receipt of the product. It is The Customer's responsibility to check that the bed ordered fits and that the delivery location is accessible: street, building, flat, house, staircase, lift, hallways, doorways, and stairs. The provision of a hoist is not included in the delivery service. If The Customer lives above the 2nd floor, and if the bed cannot be delivered using a lift within the building, additional charges may apply. The Customer will be expected to pay additional fees for the removal of any obstacles preventing a successful delivery. If The Customer feels that regular delivery conditions cannot be ensured because of any health and safety issues such as a staircase which is too narrow or there is danger of damage to The Customer's property, please contact our Concierge Service Representatives. When purchasing a new mattress and/or bed base for delivery to France or Monaco, you can request the complimentary removal of your old mattress and/or bed base via our delivery agent. Any request for used product removal must be made at the time of your new purchase. Any post purchase requests for used product removal will be denied. The used product being removed must be equivalent to the new product being purchased in function and volume. In other words, purchase of a double mattress would equate to removal of a double mattress, etc. The old mattress and/or bed base must be properly packaged in advance by you in order to be collected by the delivery agent.

**6 - RIGHT OF RETRACTION AND REFUND** - Pursuant to article L 221-18 of the Consumer Code, as amended by ordinance no. 2016-301 of 14 March 2016, the retraction period is fourteen (14) days, from the day following receipt of the item. No claims made outside this period can be

accepted. The Customer must exercise their right of withdrawal in writing, by sending a copy of their invoice or confirmation of the order corresponding to the purchase, as well as any document certifying the date on which the products were received (e.g. delivery note), to the following address: eCommerce Logistique - ZAE du Bac des Aubins - Rue de la Tourniole - Bâtiment 2, cellule H - 95820 Bruyères-sur-Oise – FRANCE - Email: [contact@hahintl.com](mailto:contact@hahintl.com). Concierge Service Representatives agree to contact The Customer within seventy-two (72) working hours to provide details of the procedure for returning products and the returns number to indicate on the parcel. The Customer must place all the products in the parcel or parcels and ensure the parcels to be returned are carefully packed. Products must be returned in their original packaging and in perfect condition. Damaged, soiled or incomplete articles will not be exchanged or refunded. The Customer may not exercise their right of withdrawal when the products that are returned are not fit to be sold, for example, due to obvious deterioration. It is recommended that The Customer keep the original packaging for the period covering the withdrawal period. Returns will only be accepted when The Customer follows the returns procedure. All returns must be met and paid for by The Customer. The Customer assumes all transport risks. Returns should be sent to: eCommerce Logistique - ZAE du Bac des Aubins - Rue de la Tourniole - Bâtiment 2, cellule H - 95820 Bruyères-sur-Oise – FRANCE. Upon receipt of the product and having checked both the quantity and the quality, Hotels At Home will proceed, depending on The Customer's preference, either to exchange or refund the product. For faulty products, The Customer must provide a detailed written report and return the product to the above address. In this case, The Customer will be refunded their postage costs based on the original cost of shipping the item. The refund will be made directly by crediting The Customer's credit card no later than fifteen (15) working days following receipt of the product by Hotels At Home. Items are accepted for refund or exchange if returned within thirty (30) days from the day following receipt of the items. In regard to the bed (combined base and mattress), before signing the delivery note, The Customer is informed that they must carefully inspect the condition of the base and the mattress. If any damages caused during transport are noticed, The Customer should reject the entire delivery (both the base and the mattress), otherwise the goods cannot be refunded or exchanged.

**7 - WARRANTY** - Hotels At Home is subject to the EU Declaration of Conformity, the conditions and applications of which are detailed in article L.217-3 of the French consumer protection law as well as the EU Directives 1999/44/EU of the European Parliament and the Council dated 25 May 1999. In case of an infringement of contract, Hotels At Home will endeavour to replace the goods at no charge to The Customer. Where an exchange is not possible The Customer can return the goods and receive a refund or keep the goods and receive a partial refund of the costs. Hotels At Home is committed to offering a warranty

for goods with defects which are not noticeable, as stipulated in articles 1641ff of the Civil Code. Customers are expressly informed that Hotels At Home is not the producer of the goods presented in the online sales area in line with article 1245-1 of the Civil Code.

**8 - RESPONSIBILITIES** - The offered products are in conformity with the European legislation. Hotels At Home is not responsible for complying with the legislation of a country outside of the European Union where the products are delivered. It is up to The Customer to check with the local authorities the import options or use of the product which are ordered. The photographs of the products presented on our Internet site and our catalogue are not contractual. Hotels At Home cannot be held responsible for the no execution of the contract in the event of flood, fire, of disturbance or all-out strike or partial, in particular of the services of carrier and/or communication.

**9 - DATA PROTECTION** - The information communicated by The Customer allows Hotels At Home to process and carry out its order. Hotels At Home processes all data with the utmost confidentiality. In accordance with the French Data Protection Law of January 6, 1978, you may at any time access, amend or object to any of the personal data relating to you by sending a letter with proof of identity to Hotels At Home 163, rue de la Belle Etoile Business Park Paris Nord 2 - Bât 6B - 95700 Roissy En France - France.

**10 - APPLICABLE DUTY - LITIGATIONS** - In the event of litigation and in the absence of friendly agreement between the parties, the present conditions will be subject to French law. In the event of litigation, the court having jurisdiction will be that of the place of residence of the defendant or, at the request of the plaintiff, that of the effective place of delivery of the product, provided this be in mainland France. Any consumer has the possibility of using the European online dispute resolution platform accessible at the following address: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show&lng=EN>

**11 – MODIFICATIONS TO THE TERMS & CONDITIONS** - Hotels At Home reserves the right to modify the Terms & Conditions at any given time.