

TERMS OF SALES

I. - SCOPE OF THE GENERAL CONDITIONS OF SALE

These general conditions of sale apply automatically to any sale of products manufactured and sold by EDC brand ECOLE DE CURIOSITES.

The sale is deemed concluded on the date of acceptance of the order by the Seller.

Prior to this date, these conditions of sale have been made available to the Buyer, as referred to in Article L. 441-6 of the French Commercial Code.

Any order implies the unreserved acceptance of these general conditions of sale, which prevail over all other conditions, with the exception of those which have been expressly accepted by the Seller.

II. - ORDER

Any order, to be taken into account, must be sent in writing to the address of the company or communicated by e-mail to the following address:

The acceptance of the order by the Seller results from the establishment and sending of the deposit invoice on the order.

Any order is deemed firm and final as soon as the deposit is paid.

III. - DELIVERY

Whatever the destination and the conditions of the order, the delivery is considered carried out on the premises of the Seller before the dispatch, either by the direct delivery to the purchaser, or by the delivery of the products to a carrier designated by the Buyer or, by agreement of the parties, chosen by the company, either by simple notice of availability when the provisions relating to the transport have not been taken by the Buyer.

The risks of the ordered goods are borne by the Buyer from the said delivery. The delivery time is given as an indication and without guarantee.

Exceeding this deadline can not give rise to any deduction or compensation.

However, if the Buyer is not in receipt of the goods on the indicative date given, all or part of order may be cancelled 10 days after formal notice has remained unacknowledged.

The period indicated is also automatically suspended by any event beyond the control of the Seller that has the effect of delaying delivery.

In any case, the delivery within the time limit can intervene only if the Buyer is up to date with all his or her obligations towards the Seller.

The costs and risks associated with the delivery of the products are the sole responsibility of the Seller.

Upon delivery, the risks of the products are transferred to the Buyer.

IV. - RECEIPT OF PRODUCTS

The Buyer will assume the costs and risks of transporting the products sold, after their delivery.

The Buyer must check on receipt the conformity of the delivered products to the products ordered and the absence of apparent defect.

All claims made more than 5 days (date to date) after delivery, will not be taken into account.

No parcel of goods will be accepted without the prior consent of the Seller. In all cases, the return must be made within 10 days of delivery.

In case of reservation at the time of delivery, these, even indicated on the receipt slip, must be subject, within three working days, to a written confirmation by registered letter with acknowledgment of receipt, to the Seller.

If no complaint or reservation is made by the Buyer on the day of receipt of the products, said products can not be returned or exchanged, pursuant to the provisions of Article 1642 of the Civil Code.

In the event of apparent defect or non-conformity of the delivered products to the ordered products noted by the Buyer on the day of receipt, the Seller undertakes to replace the products delivered by new products identical to the order.

The costs incurred by the return of goods and delivery of new products are the sole responsibility of the Seller.

V. - PRICE

1 - Price - Except for special conditions specific to the sale, the prices of the products sold are those listed in the price list on the day of the order.

These prices are, at this date, firm and definitive.

They are expressed in legal tender and stipulated without taxes, excluding shipping costs, including packaging.

2 - Terms of payment - Except as otherwise expressly provided by the Special Conditions, the sale price is payable as follows:

- 30% on the order,

- The balance, the day of delivery.

All invoices must be paid when due, even if there is a dispute over the wording or the content of the invoice, which will be the subject of a subsequent adjustment.

Under no circumstances may the payments due to the Seller be suspended or subject to any reduction or compensation without the written consent of the Seller.

If payment is not made by the due date, penalties equal to three times the legal interest rate will be applied from the day following the payment date on the invoice.

Late payment penalties are due without the need for a reminder.

Pursuant to Article D. 441-5 of the French Commercial Code, in the event of late payment, the debtor will be automatically liable, in respect of its creditor, in addition to penalties of delay, already provided for by law, to pay a lump sum compensation for recovery costs of 40 euros.

Any payment that is made to the Seller is deducted from the sums due whatever the cause, starting with those with the highest due date.

In the absence of any payment of the price when due, the Seller may automatically terminate the sale, 8 days after a formal notice remained without effect, without prejudice to any damages that may be requested by the Seller.

As damages, any deposit already paid by the Customer will be retained by the Seller.

VI. - RESERVATION OF PROPERTY

The products are sold subject to ownership.

The Seller retains ownership of the products until full and effective payment of the price by the Buyer.

In the event of payment default, the Seller may claim the products and terminate the sale, as specified above.

Cheques and bills of exchange are considered as payments only from their actual receipt. Until that date, the title-retention clause retains its full right.

These provisions do not prevent the transfer, starting at delivery, of the risks of the products sold.

The Purchaser agrees to full payment of the price, as soon as the Seller has immediately claimed the products, not to transform or incorporate the said products, or to resell or pledge them.

VII. - APPLICABLE LAW AND COMPETENT JURISDICTION These general conditions of sale will be governed by French law.

Any differences relating to the interpretation and execution of product sales will be the exclusive jurisdiction of the Paris Commercial Court.

The Seller elects domicile at the address of his registered office.