

GENERAL SERVICE CONDITIONS

Article 1 – Purpose

The JOLIBAZAAR Company offers to the Customer the possibility of renting or purchasing through it various materials, objects and decorative accessories. The Customer has declared an interest in this service. Consequently, the parties agree to conclude this contract for the benefit of the Customer, who accepts the items whose designation is in their quote received by email. This contract is governed by the provisions of articles 1709 et seq. of the Civil Code.

Article 2 - Designation of items rented or purchased.

2.1 - DESIGNATION - the items are listed in the quote attached to these General Rental Conditions

2.2 - CONDITION - The items are rented as is and for decorative use only. They may show signs of wear due to previous use.

2.3 - VALUE - The value of the rented equipment is estimated, by mutual agreement between the parties, at six times the rental rate on the date of signature of this contract.

Article 3 - Rental price

This rental is granted and accepted for the amount indicated in the quote sent to the Customer who must pay a deposit of at least 50% when ordering, possibly one or more deposits afterwards and finally the balance no later than 30 days before the date of collection or delivery if the balance is paid by transfer or credit card and no later than upon collection if the balance is paid in cash. In the event of an order of less than €1,200 including tax or at the last minute (less than 40 days before collection or delivery), full payment will be required upon validation of the order.

Prices for tents and options related to tents will only be confirmed subject to a technical visit (unless JOLIBAZAAR expressly stipulates that it will confirm the price without an additional visit) and may therefore be subject to surcharges.

In the event of a rain option for a tent, confirmation of installation must be given in writing (= email with acknowledgement of receipt from JOLIBAZAAR) no later than 7 days before the delivery date. If the tent is cancelled more than 7 days before delivery, JOLIBAZAAR will retain the deposit but the Customer may be exempted from his obligation to pay the balance for the tent part only (the full balance will still be due for the rest of the order such as furniture, flooring, lighting tabletops etc.). Any service cancelled less than 7 days before delivery will be due in full and will be invoiced according to the quote provided. After installation, no price reduction will be possible even in the event of non-use, whatever the cause (power cuts, floods, snowfall, gusts of wind, etc.).

Article 4 – Duration

This rental is granted by default for one day (from the receipt or removal of the rented equipment by the Customer) unless otherwise indicated on the quote.

Consequently, at the end of the rental period, the Customer undertakes to return the rented equipment to JOLIBAZAAR Company, under the conditions set out below.

In the event of a long-term rental, a monthly invoice may be issued.

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Article 5 – Reservation of equipment.

5.1. RESERVATION/ORDER/DEPOSIT

The reservation is only effective once the quote has been signed online and a non-refundable deposit of 50% of the total invoice has been paid (or the entire amount if the quote is less than or equal to €1,200 including tax or validated less than 40 days before the date of collection or delivery). The deposit (in the form of a check or credit card) will be destroyed once the equipment has been returned to the warehouse, inventoried, checked and once all amounts owed by the Customer have been deducted. From the signing of the order, the order is deemed firm and we authorize two subsequent modifications to the quote (provided that the total amount remains at least equal to that at the time of signing). Beyond that, each change may be invoiced according to a fixed price of at least €100 excluding tax corresponding in particular to the time spent on the quote modifications.

5.2. Pricing

Our prices are understood to be the rate and VAT rate in effect on the day of the contract. In the event of an increase in VAT or in inflation above 3% yearly before payment of the balance, this increase will be reflected on the entire invoice. Delivery and collection are made at the foot of the truck and without handling. Any handling request (for example, setting up in the reception area, climbing stairs or other) and/or any installation/recovery time and/or waiting time for collection or return will be subject to additional invoicing of at least €200 excluding VAT per hour depending on the volume to be loaded/unloaded (knowing that any hour started is due) and which will be debited from the deposit if this service is not reserved in advance. Any request for an extension of the rental period will also be subject to special agreements and possibly additional invoicing.

The final quantities must be confirmed no later than 30 days before the collection or delivery date. These figures will be used as the basis for calculating the final balance. Any reduction of more than 10% of the amount compared to the initial quote may give rise to a revision of the unit price of the products corresponding in particular to the opportunity cost of the cancelled equipment (which could therefore not be rented elsewhere during this time). The final amount may not be lower than the amount validated in the quote (except for tents that already benefit from the rain option, we can offer a 50% voucher for other rentals that can be used to rent additional equipment for the same dates but the Customer will bear any additional charges caused by these changes, for example in terms of delivery/installation). Furthermore, a reduction in the volume of the products rented will not necessarily result in a reduction in the delivery cost given that the carriers are also booked well in advance and do not necessarily change vehicles in the event of a reduction in volume.

The price indicated may be subject to a surcharge in the event of complicated access to the delivery/collection location (inflexible hours, difficult access for example if not on the same level). The price may also be subject to a surcharge if the quote is given several months before the rental date, as the prices may be subject to periodic re-evaluations due to galloping inflation.

5.3. PROVISION AND RETURN OF EQUIPMENT

Only the payment of deposits can guarantee the availability of the equipment in the quantities requested (= the amount must be definitively credited to our bank account).

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The Company will make available according to the terms defined in the quote and at the latest on the day of the event, the rented equipment and its accessories in one of its warehouses. If the Customer has not opted for our delivery service, the Customer undertakes to take receipt of it at the warehouse on a date and time agreed with our secretariat.

The Customer undertakes to obtain all necessary authorizations for the installation of a marquee or any other element. The Customer also undertakes to ensure that the premises are accessible at the times agreed by email or telephone, failing which additional invoicing will be incurred.

In the event of exceptional circumstances beyond our control (accidents, floods, strikes, or other), the Company cannot be held responsible for the impossibility of making the equipment available on time. Likewise in the event of a delivery problem if the address given by the Customer is incorrect and/or the Customer or his representative cannot be reached to resolve the problem.

5.4. USE

During the rental (from provision to return), the responsibility for the equipment, its physical and legal custody are transferred to the Customer. As a result, the Customer becomes responsible for damage caused to the equipment and accidents that may occur in the event of improper use. The Company cannot be held responsible for hidden defects or non-apparent wear and tear making the equipment unfit for the use for which it is intended. The Customer undertakes to use the rented equipment in accordance with their usual use and not to do anything that could damage it.

In particular, it is completely forbidden to use sparklers and candles without protection on or near the marquees, textiles and tablecloths under penalty of burning them or causing indelible stains (be careful, this type of damage such as wax stains or burns or holes are not covered by the insurance / damage exemption and will be deducted from your deposit). If you choose to clean it yourself, only hand cleaning is possible (no dishwasher which damages the equipment). The Customer undertakes to ensure the maintenance of the rented equipment and to protect it against any deterioration, vandalism, overloading, bad weather, rain, wind, snow, frost, etc. for the entire duration of the rental. The Customer is not entitled to any compensation in the event of interruption of operation of the rented equipment.

The equipment is fragile so the Customer undertakes to take care of it and will in particular avoid using any abrasive product or scouring sponge. If the Customer wants an installation, this must be requested in advance in order to factor it into the quote and provide for it in our schedule.

For certain types of equipment (such as marquees or lighting), sufficient space around the installation and anchoring at a depth of one meter may be required. The Customer must therefore confirm before assembly that the land does not contain any obstacles. If this precaution is omitted, the Company cannot be held responsible for any damage caused or if an accident occurs. No refund will be made if the installation cannot be done at the location planned by the Customer. In the event that the installation has to be moved, no delay can be attributed to the

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Company and the additional costs relating thereto will be borne by the Customer in their entirety.

The Customer must comply with the general safety rules and only authorize the use of the equipment if the weather conditions are favorable. The Customer must have the marquees evacuated in the event of winds blowing at more than 70 km/hour or snow depth greater than 3 cm. The Customer agrees to clear the roof of the marquees if the snow layer is greater than 2 cm.

The marquees and lighting will either be fixed by stakes allowing guying or fixed with ballast weights. The choice will be made in agreement with the Customer after a possible technical visit. Under no circumstances may the Customer or any other person not authorized by the Company modify the installation and in particular remove or move the piles or ballast.

5.5. CANCELLATION OF ORDERS

A 14-day withdrawal period is granted from the first date between the payment of the first deposit and the signing of this contract except for services performed before the end of the withdrawal period and whose execution began with the agreement or express request of the Customer or its client (for example, booking transport for a delivery). The Customer must use the attached form, taking care to ask the Company to acknowledge receipt to avoid any loss of the message.

After the withdrawal period has expired, the sums paid (including transport costs, etc.) are not refundable, including in the event of a reduction in the order. In the event of cancellation outside the withdrawal period, payment of the entire order will be due. In the event of a reduction in quantities or the total amount of the invoice, a credit note may be offered for the same dates and for an amount up to 50% of the difference between what was initially due and what is due for the new quantities (except for tents for which no credit note is possible and therefore the balance is required in the event of non-cancellation before the 7-day period before installation). If this credit note is not used, a postponement of the service may be requested from the Company subject to the availability of the equipment and the application of a surcharge which will be calculated according to the circumstances of the postponement (new rates applicable in the event of a change of year for example).

In accordance with Article L441.6 of the French Commercial Code, it is agreed that failure to pay on the due date will result in: a late payment penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation

The Company reserves the right to settle current invoices with the sums in its possession paid by the Customer and of whatever nature they may be.

In application of the provisions of article 1721 of the Civil Code, it guarantees the Customer against hidden defects or faults in the rented property that would prevent it from being used for decorative purposes (most old objects are for decorative and not utilitarian purposes, for example typewriters or radios are not necessarily in working order and may have appearance defects that are part of the charm of vintage). Proof of the hidden defect lies with the Customer. The Company will not be held responsible for apparent defects that could affect the equipment

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and its accessories and which the Customer was able to notice for himself, on the day of their receipt.

5.6. FORCE MAJEURE

In the event of forecast wind gusts of more than 70 km/hour for tents and more than 50 km/hour for lighting, the assembly will be cancelled (or may be postponed subject to improvement of the weather). In this case, an alternative will be offered to the Customer when possible or otherwise the assembly will be cancelled due to force majeure.

The company cannot be held liable if the non-performance or delay in the performance of one of its obligations described in this contract results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code. No refund may be claimed in this case but a credit will be issued for a new service (subject to availability of the equipment on the new requested dates). It will be valid for 12 months from the date of issue.

5.7. EQUIPMENT RETURN AND INSURANCE

The Customer hereby declares that it is insured against all risks caused by its activities and risks that may affect the equipment rented in this contract. In the event that its insurance does not cover it, the customer agrees to reimburse the lost or damaged equipment as well as the costs incurred (repatriation of equipment, operating losses, etc.).

It is the Customer's responsibility to implement the measures required by the safety commissions (lighting, protective barriers, emergency exits, fire extinguishers, etc.).

Immaterial damage (operating losses, etc.) resulting from a disaster will not be covered by the Company and must be covered by a guarantee taken out by the Customer.

At the end of the event and unless otherwise agreed by the Company, the Customer undertakes to return the rented equipment and its accessories to the Company no later than 10:00 a.m. the following day if the event took place between Monday and Thursday or no later than 10:00 a.m. on Monday if the event took place on Friday, Saturday or Sunday. In the event of failure to return at the agreed time, the Customer will be liable to the Company for a fixed penalty payment per hour and/or day of delay depending on the equipment rented.

The Customer undertakes to return the rented equipment, sorted by category, packaged in their original protective packaging and bins and stored in the same way as when delivered. The dishes and accessories (candlesticks, etc.) must be returned clean unless a cleaning cost is mentioned in the quote. The rest of the items can be returned as is provided that they are not damaged. In the event of removal by the Company, the equipment must be carefully grouped together in the car park. Any handling more than 2 meters from the parking lot and additional waiting time will be billed at a minimum of €200 excluding tax per hour. In the event of non-return, the Customer remains responsible for the rented equipment but may not dispose of or use it under any circumstances. As a guarantee, the Customer will pay a deposit (the amount of which is indicated on the quote). This deposit will be returned to him within 15 days after the equipment

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is collected, except in the event of damage or loss of the rented equipment and accessories (including their containers and packaging).

The penalty is three times the unit rental amount of the item per day of delay (any day started is due). The check or credit card imprint of the deposit will be kept after the final payment has been received and then destroyed by the Company except in the event of non-payment in which case it may be used to cover the payment of the final invoice in the event of the Client not responding or not willing to pay the final balance.

5.8 RETENTION OF OWNERSHIP

The equipment is the property of JOLIBAZAAR. As such, it is not subject to seizure by third parties, and the Client does not have the right to transfer or sublease it. The Client must not make any substantial or superficial modifications to the equipment. Additionally, the equipment is not permitted to be moved outside the agreed-upon rental location specified in the contract or outside the borders of mainland France.

Article 6 - Communication

The Client hereby authorizes the JOLIBAZAAR Corporation and its representatives to take and use photographs and videos of the event for promotional purposes on its website(s), blog, brochures, Facebook/Instagram pages, press articles, and any media related to the activities of the Company or its representatives.

7. Disputes

In the event of non-compliance by the Customer with a single clause of this contract and after formal notice has remained without effect after simple presentation by email, the contract will be terminated automatically and the Company may recover the equipment immediately and without any other formality. In this case, all sums paid will be retained by the Company.

7.1. MEDIATION

Failure to occasionally invoke an article of this contract does not imply a waiver of this provision. If one of the elements of this contract were to be declared null and void, this would in no way imply the nullity of the article concerned and/or the other articles of the contract. Any other condition opposed by the buyer cannot be enforceable against the company unless expressly and priorly accepted, regardless of when it was brought to its attention. The parties undertake to attempt to resolve amicably any dispute that may arise between them. The mediation costs will be borne in half by each party.

Any complaint must be made in advance by email, letter or telephone call to our Customer Service.

Contact address: Jolibazaar - 625 rue Georges Claude - 13290 Aix en Provence

E-mail: hello@jolibazaar.com

Telephone: 09 70 66 92 61 or 07 83 73 16 40

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In accordance with the provisions of Articles L 611-1 and R 612-1 et seq. of the Consumer Code concerning the amicable settlement of disputes: When the consumer has sent a written complaint and the customer has not obtained satisfaction or a response within two months, the customer may submit his complaint free of charge to the consumer mediator. The mediator must be contacted within a maximum period of one year from the initial complaint.

The mediator is MCP Mediation. It can be contacted directly online at the following address: www.mcpmediation.org

7.2. COMPETENT COURT

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Aix en Provence.

Appendix 1 – Withdrawal form (valid only for 14 days after the first date of either the payment of the first deposit or the date of signing the contract and provided that the contract is signed more than 15 days before the collection/delivery date and/or if the service has not started and/or if the transport has not yet been booked, vehicle rentals do not fall within the scope of possible withdrawal due to their irrevocable nature).

To the attention of the Jolibazaar Company located at 625 rue Georges Claude 13290 Aix en Provence and registered with the RCS of Aix en Provence under number 912 115 300

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the rental of the property (*) below (put quote or contract number here): _____

Contract signed on or first deposit paid on (the first date is valid for the 14-day period)

.....

Name of the Client(s):.....

Home address(es) of the Client(s):.....

Signature of the Client(s), i.e. the person(s) who signed the contract:.....

Date:.....