

## 1. Preamble

These General Terms and Conditions of Sale (GTCS) govern the sale of products by Tibatika. Any order placed with Tibatika implies the buyer's unconditional acceptance of these GTCS.

## 2. Definitions

- **Seller:** SAS Tibatika, 57 rue Galilée, 93110 Rosny-sous-Bois - SIREN 951657584 – RCS BOBIGNY – VAT number FR88951657584
- **Buyer:** Any individual or legal entity placing an order with Tibatika.
- **EXW (Ex Works):** An Incoterm meaning that the seller makes the goods available to the buyer at their premises or another agreed location (workshop, factory, warehouse, etc.). Transport and associated risks are borne by the buyer from the point of availability. The goods will be made available for collection by the buyer or their carrier at the headquarters at 57 rue Galilée, 93110 Rosny-sous-Bois, France.

## 3. Orders

Orders must be confirmed by email, and the quote must be returned signed. Tibatika reserves the right to refuse any order for legitimate reasons, particularly if the buyer does not meet criteria for brand image protection or if serious doubts exist about their ability to pay.

### 3.1 Order Modification

Orders submitted to TIBATIKA are irrevocable for the buyer, except with the seller's written consent. If the buyer modifies the order and it is accepted, TIBATIKA will not be bound by the initially agreed deadlines for its execution.

## 4. Prices

The product prices are those in effect at the time the order is placed. They are expressed in euros, excluding taxes (excl. VAT), and do not include transport costs or additional expenses, such as customs fees or any other taxes, which are borne by the buyer.

## 5. Payment Terms

Payment is due according to the terms agreed upon at the time of the order. Once the order is validated and the signed quote is received, the buyer will receive an invoice to finalize payment and trigger order processing. The buyer must contact their bank to make a bank transfer in euros corresponding to the order amount to TIBATIKA's bank account, whose details are provided on the invoice. Upon receipt of the transfer, the order will be processed, and the buyer will be notified by email. No order will be shipped unless it has been fully paid for.

## **6. Delivery and Transfer of Risk**

In accordance with the EXW Incoterm, Tibatika will make the goods available to the buyer at its premises or another agreed location. The transfer of risks occurs as soon as the goods are made available to the buyer. The buyer agrees to take out insurance covering the risks of loss, theft, damage, or destruction of the goods. TIBATIKA has the right to request proof of insurance. The buyer bears all risks of transport. Transport and all customs formalities are the responsibility of the buyer. If the buyer fails to collect the products within thirty-five days from the notification by TIBATIKA of the collection details, the order will be considered canceled, and TIBATIKA will retain the amounts paid by the buyer for the order in question.

## **7. Buyer's Obligations**

The buyer expressly accepts these general terms and conditions of sale. They undertake to provide Tibatika with all necessary documents for the goods to exit French territory, including but not limited to proof of exit, customs declarations, and any other documents required by applicable legislation.

## **8. Claims**

Claims regarding non-conformity of the products or apparent defects must be reported by the buyer within 48 hours of receiving the goods. The buyer must contact TIBATIKA, providing all relevant evidence: photographs, a description of the issue, etc. An apparent defect is any defect that should normally be detected by an ordinarily attentive and informed consumer. If not reported, the products will be deemed delivered free from any apparent defect and compliant in quantity and quality.

Returns are subject to prior approval by TIBATIKA. Return costs and risks are always borne by the buyer.

The use of part of the delivered goods automatically constitutes acceptance of the whole. Defects in part of the goods do not entitle the buyer to reject the entire delivery.

In the event that TIBATIKA identifies abusive or bad faith use of the legal warranty of conformity or hidden defects (abnormally high frequency of use, returned product not corresponding to the purchased product, product returned late and in a significantly depreciated state, non-conformity resulting from improper use by the buyer, etc.), TIBATIKA reserves the right to issue a formal notice to the buyer, requiring written observations within eight-five days concerning the alleged issue.

Failure to respond or provide a satisfactory response allows TIBATIKA to charge the buyer a fee proportional to the management costs incurred for processing an abusive or bad faith request.

The warranty excludes non-compliance with maintenance recommendations, normal wear and tear, defective storage conditions, and inappropriate use. Products are fragile and sensitive to temperature. The buyer is responsible for ensuring proper storage to avoid damaging the products.



All claims must be made digitally by contacting TIBATIKA at [ani@tibatika.com](mailto:ani@tibatika.com) within 48 hours of delivery.

### **9. Warranty**

Tibatika guarantees that the products conform to the agreed specifications. Upon receipt of the presumed non-conforming product(s), TIBATIKA will examine them. If the non-conformity is confirmed, TIBATIKA will either refund the non-conforming product without compensation or damages or exchange it, provided the product is in stock. Any apparent anomaly upon receipt of an order (number of units, packaging condition, etc.) must be reported in a precise and detailed written manner to the carrier. TIBATIKA cannot be held responsible for incidents during transport, such as destruction, damage, loss, or theft.

### **10. Force Majeure**

Tibatika shall not be held liable for delays or failure to fulfill its obligations in case of force majeure, including natural disasters, strikes, or other unforeseeable events beyond its control. Events beyond the seller's control, which could not reasonably have been foreseen, avoided, or overcome, rendering the execution of obligations totally impossible, will be considered force majeure. Such events include strikes affecting the seller's or regular transporters' staff, fire, flooding, war, production halts due to unforeseen breakdowns, supply issues for raw materials, epidemics, roadblocks, strikes, or supply interruptions by EDF-GDF, or supply issues not attributable to the seller, as well as any other supply disruptions beyond the seller's control.

In such circumstances, the seller will notify the buyer in writing, including by email, within 24 hours of the event's occurrence, and the contract will be suspended automatically without compensation from the date of the event's occurrence. If the event lasts more than thirty (30) days from the date of occurrence, the sales contract may be terminated by the more diligent party without either party being entitled to claim damages. Termination will take effect upon the first presentation of the registered letter with acknowledgment of receipt terminating the sales contract.

### **11. Governing Law and Jurisdiction**

These GTCS are governed by French law. In case of disputes, the courts of Tibatika's registered office shall have sole jurisdiction.