

GENERAL SALES CONDITIONS

Hotels at Home is the provider of goods and services on behalf of Kempinski Trading DMCC Company.

These general conditions of sales govern all 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 referred to as "Hotels At Home" and people wishing to make a purchase either directly on our website or through our catalogue, hereafter referred to as "Customer". These conditions apply exclusively to non-commercial individuals. The parties agree that their relations will be governed exclusively by this contract, to the exclusion of any previously available conditions. Hotels At Home reserves the right to modify these conditions of sale at any time. Each order placed by Customer implies his/her acceptable of these general conditions of sale..

1 - PURPOSE - These conditions aim to define the mutual obligations of the parties within the framework of the sale of products offered by Hotels At Home to Customers.

2 - ORDER - Customer has the possibility of ordering either directly on our website, or by telephone with a representative of our customer service using the references listed in our catalogue. Any order implies unreserved acceptance of the prices and description of the products. Customer acknowledges having read expressly declares to accept these general conditions of sale before confirming his/ her order. The data recorded by Hotels At Home when an order take place constitutes proof of all transaction between Hotels At Home and Customer. Customer also acknowledges having read and expressly declares to accept the general shipping conditions of UPS, Chronopost and Colissimo prior to the validation of his/her order. UPS General Shipping Conditions are available upon request or at www.ups.com. Colissimo General Shipping Conditions are available at www.colissimo.fr. Chronopost General Shipping Conditions are available at www.chronopost.com.

3 - PRICES AND PAYMENT – Products are supplied at the prices in effect at the time the order is placed. The prices are expressed in the currency displayed on the website at the time the order is placed. Customs duties, local taxes, import licence or Government taxes may be demanded. These rights and sums are at The Customer's total expense as regards declarations as well as payments to the authorities and/or qualified organizations in the country.

The orders are payable in the currency displayed on the website at the time the order is placed, by the following payment methods: credit card (VISA, MASTER-CARD, AMERICAN EXPRESS), Apple Pay, Google Pay, PayPal, bank transfer and instant bank transfer. Customers may also pay for their purchases in instalments or by deferred payment through our partner Alma, under the conditions set out below.

For payments by credit card, Apple Pay, Google Pay and PayPal, The Customer will be debited the day the order is validated and at the latest the day of shipment of the products. For payments by bank transfer or instant bank transfer, the order is processed and shipped after the funds have been effectively received by Hotels At Home.

The products will remain the property of Hotels At Home until the full payment of the goods by The Customer.

Payment in instalments and deferred payment with Alma

Hotels At Home offers its Customers the instalment payment and deferred payment solutions provided by its partner Alma. The provisions set out below, reproduced in italics, apply:

Alma's credit service is offered for the settlement of purchases and the execution of payment, subject to the person purchasing the good or service through Alma ("Buyer") accepting the instalment payment or deferred payment agreement.

Fees may be charged by Alma.

Any refusal by Alma to grant instalment payment or deferred payment may result in the lapse of the contract for the purchase of the good or service ("GSC"), unless the Buyer agrees to pay the purchase amount in full.

In the event of termination of the GSC, the instalment payment or deferred payment agreement shall be terminated as of right.

In the event of withdrawal from the instalment payment or deferred payment solution used for your payment, the GSC shall be terminated as of right, unless you pay the amount of your purchase in full through Alma. If the product has already been shipped to you, you must return it within the maximum period provided for in these GSC.

Specific provisions for payments in 10 and 12 instalments

The following provisions, reproduced in italics, apply in addition to those above, in accordance with Article L.312-45 of the French Consumer Code:

Part of the amount is paid by a credit granted by Alma SAS, a payment institution and financing company authorised by the ACPR under no. 17408 – CIB code.

In accordance with Article L.312-50 of the French Consumer Code, in the case of payment in several

instalments including the payment of a deposit, the buyer is provided with a receipt on paper or any other durable medium serving as proof and containing the full reproduction of the provisions below (Articles L.312-52, L.312-53 and L.341-10 of the French Consumer Code): Article L.312-52: The contract of sale or provision of services is terminated as of right, without compensation: 1° If the lender has not, within seven days of the borrower's acceptance of the credit agreement, informed the seller of the granting of the credit;

2° Or if the borrower has exercised their right of withdrawal within the period provided for in Article L.312-19.

However, where the borrower, by express request, asks for the immediate delivery or supply of the good or service, the exercise of the right of withdrawal from the credit agreement shall entail the termination as of right of the contract of sale or provision of services only if it occurs within three days of the borrower's acceptance of the credit agreement. The contract is not terminated if, before the expiry of the periods referred to in this article, the purchaser pays in full.

Article L.312-53: In the cases of termination of the contract of sale or provision of services provided for in Article L.312-52, the seller or service provider shall reimburse, on simple request, any sum that the purchaser may have paid in advance on the price.

Article L.341-10: In the cases of termination of the contract of sale or provision of services provided for in Article L.312-53, from the eighth day following the request for reimbursement of any sum paid in advance by the purchaser, that sum shall bear interest, as of right, at the legal interest rate increased by half.

4 - AVAILABILITY - Our products and price offer are valid while stocks last. In the absence of availability of a product, Hotels At Homes undertakes to inform Customer thereof as soon as it becomes aware of the rupture of the product. Hotels At Home reserves the right, at its own discretion, to split the delivery of an order in the event of temporary unavailability of one of the products ordered. In the event of a definitive unavailability of a product after placing the order, Hotels At Home will inform Customer without delay and will credit Customer's bank card after having if his/ her credit card has been debited and this within a period less than or equal to 15 working days.

5 - DELIVERY - The products are delivered to the delivery address provided by Customer when ordering. The delivery of available products is made within a maximum of ten (10) working days (excluding mattresses, bed bases and items made to order). This period of time is the usual average lead times needed

to the process an order and deliver a product in the European Union countries. Delivery costs depend on the delivery country and are therefore not included in a product price, they will be specified to Customer when ordering. For any delivery outside the European Union, delivery times and cost may vary depending on the destination. Additional charges may apply for deliveries to isles (e.g. Isle of Ré, Canary Islands, Balearic islands, ect.). In case of items deliverable on different dates, given their availability, shipping costs will only be charged for a single shipment. Deliveries are made through a carrier. Hotels At Home cannot not be held responsible for the consequences due to a delay in delivery by the carrier. Customer must notify the carrier and Hotels At Home of any reservations regarding the delivered product (for example: damaged parcel, already opened...) within three (3) days of receipt of the product. Customer shall check the possibility and feasibility of delivering the desired product, such as a bed, under normal conditions of accessibility: street, building, flat, house, stairwell, elevator, front door, access to the bedroom, stairs etc. The provision of a freight elevator is not included in the delivery. If Customer lives beyond a 2nd floor and if the bed cannot be delivered via the elevator in his/her building, additional cost may be requested. Any access problem that would prevent delivery will generate additional cost which will be borne by Customer. In the event of any doubts regarding the ability of the deliverers to make a delivery under so called normal conditions of accessibility, Customer shall contact Hotels At Home's customer service. 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. Any complaint made after this period of time cannot be accepted. Customer must assert his/her right of withdrawal in writing, by attaching a copy of his/her invoice or order confirmation corresponding to the purchase as well as any document attesting to the date of receipt of the products (e.g. delivery slip), to the following address: eCommerce Logistique - ZAE du Bac

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des Aubins - Rue de la Tourniole - Bâtiment 2, cellule H - 95820 Bruyères-sur-Oise – FRANCE - Email: contact@hahintl.com. Customer Services undertake to contact Customer within seventy-two (72) working hours to provide details of the product return procedure the return number to indicate on the package. Customer must place all the products in the package(s) and carefully prepare the return package(s). Products must be returned in their original packaging and in perfect condition. Items damaged, soiled, returned incomplete are not exchangeable or refundable. Customer will not be able to exercise his/her right of withdrawal if the returned products are unfit for new marketing, for example due to obvious deterioration. We recommend that Customer keep the original packaging during the withdrawal period. Returns will only be accepted if the return product procedure is followed by Customer. Customer assumes the transport risks and shall bear the return costs. Returns must be made 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 qualitative and quantitative verification, Hotels At Home will proceed, depending on Customer's choice, with the exchange or refund of the product. In the event of defective products, Customer must make a detailed statement in writing by returning the product to the address indicated above. In this case, the return costs will be reimbursed to the customer on the basis of the shipping rate initially invoiced. The refund will be made directly by a credit on Customer's bank card within a period of less than or equal to fifteen (15) working days after 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 - GUARANTEE - Hotels at Home is bound by the guarantee of conformity of the products, under the conditions set out in articles L.217-3 and following of the of the French consumer code as well as the EU Directives 1999/44/EU of the European Parliament and the Council dated 25 May 1999. In the event of a lack of conformity, Hotels At Home will endeavour to replace the good at no cost to Customer. If replacement is not possible, Customer can return the good and have the price refunded or keep the good and have part of the price returned. Hotel at Home is committed to offering a warranty for goods with defects which are not noticeable, as stipulated in articles 1641 and following of the French

Civil Code. Customer is 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 products offered comply with current European legislation. The liability of Hotels At Home cannot be engaged in the event of non-compliance with the legislation of a country outside the European Union where the products are delivered. . It is Customer's responsibility to check with the local authorities the possibilities of importing or using the product he/ her intend to order. The photographs of the products presented on our website and our catalogue are not contractual. Hotels At Home cannot be held liable for non-performance of the contract in the event of force majeure event such as flood, fire, disruption or total or partial strike, in particular transport and/ or communication services.

9 - DATA PROTECTION - The information communicated by Customer allows Hotels At Home to process and execute his/her. Hotels At Home processes all data with the utmost confidentiality and in accordance with the French and European Data Protection laws.

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 reserved the right to modify these general conditions of sale at any time.