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# Free your landscape design





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# **IMAGE'IN PLANTERS**

The tariff below illustrates a virtual range of products. All our planters are made to order and to your dimensions. These tariffs are those of bespoke made and are valid for all shades of the standard RAL color chart (excluding pearlescent, fluorescent colors or with glitter). All our plant containers are varnish in matt, satin, glossy or micronized finish, for optimal protection of the color (automotive system).

							1 to 6 u	ınits	7 units ar	nd more
ICC - CARRE CUBIQUE	Ref.	Length	Width	Height	Weight	Vol.	Public Price €	€	Public Price €	€
ICC - CARRE CUBIQUE	Rei.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
	ICC 40	40	40	40	21	43	383 €	460 €	353 €	424 €
	ICC 50	50	50	50	34	92	503€	604 €	473 €	568 €
- ATH	ICC 60	60	60	60	46	168	622€	747 €	592 €	711 €
	ICC 75	75	75	75	78	346	936 €	1 123 €	906 €	1 087 €
DI	ICC 90 *	90	90	90	136	606	1 325 €	1 590 €	1 295 €	1 554 €

ICB - CARRE BAS	Réf.	Length	Width	Height	Weight	Vol.	Public Price €	€	Public Price €	€
ICB - CARRE BAS	Rei.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
	ICB 80	80	80	25	46	116	594 €	713 €	564 €	677 €
	ICB 100	100	100	25	63	182	751 €	901 €	721 €	865 €
				-						

ICM - CARRE MOYEN	Réf.	Length cm	<b>W</b> idth cm	Height cm	<b>W</b> eight Kg	Vol. Useful L	Public Price € Ex. VAT	€ Incl. VAT	Public Price € Ex. VAT	€ Incl. VAT
	ICM 75	75	75	50	57	213	720 €	864 €	690 €	828 €
KD.	ICM 90	90	90	50	75	310	915€	1 098 €	885€	1 062 €
	ICM 110 *	110	110	50	118	458	1 181 €	1 417 €	1 151 €	1 381 €

ICH - CARRE HAUT	Réf.	Length cm	<b>W</b> idth cm	Height cm	<b>W</b> eight Kg	Vol. Useful L	Public Price € Ex. VAT	€ Incl. VAT	Public Price € Ex. VAT	€ Incl. VAT
<b>A</b>	ICH 30H80	30	30	80	25	55	430 €	516 €	400 €	480 €
	ICH 30H100	30	30	100	29	71	478€	573 €	448€	537 €
	ICH 30H120	30	30	120	33	86	525€	630 €	495€	594 €
CALS HI	ICH 40H80	40	40	80	39	101	563€	675 €	533€	639 €
1 11411411	ICH 40H100 *	40	40	100	60	123	689€	826 €	658 €	790 €
WIN IN	ICH 40H120 *	40	40	120	70	151	772€	927 €	742€	891 €
4 4	ICH 50H80	50	50	80	49	161	660€	792 €	630 €	755€
	ICH 50H100 *	50	50	100	75	199	803€	963 €	773€	927 €
	ICH 50H120 *	50	50	120	86	243	902€	1 083 €	872€	1 047 €

<sup>\*</sup> Fiber-cement planters in thickness 15mm instead of 10mm.

Note: Useful Weights and Volumes are estimated and given for information purposes only.



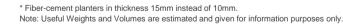


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							1 to 6 u	ınits	7 units an	d more
IDE DESTANGLE EIN	<b>5</b> /	Length	<b>W</b> idth	Height	Weight	Vol.	Public Price €	€	Public Price €	€
IRF - RECTANGLE FIN	Ref.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
-8	IRF 25H60	25	25	60	15	26	339€	407 €	309€	371 €
PETT	IRF 60H60	60	25	60	29	67	469€	562 €	439€	526 €
MATTER STATES	IRF 100H60	100	25	60	45	113	614 €	737 €	584 €	701 €
WITTEN IN	IRF 25H80	25	25	80	20	37	389€	467 €	359€	431 €
A THE A	IRF 60H80	60	25	80	38	93	556 €	667 €	526€	631 €
	IRF 100H80	100	25	80	58	158	742€	891 €	712€	855€
	IRF 25H100	25	25	100	24	48	430 €	516 €	400€	480 €
	IRF 60H100	60	25	100	45	120	627 €	753 €	597 €	717 €
	IRF 100H100	100	25	100	68	203	848 €	1 018 €	818€	982€
									'	
		Length	Width	Height	Weight	Vol.	Public Price €	€	Public Price €	€
IRM-RECTANGLE MOYEN	Ref.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
<b>9</b>	IRM 60H40	60	40	40	28	66	446 €	535 €	416 €	499 €
787	IRM 80H40	80	40	40	35	89	517€	620 €	487 €	584 €
	IRM 120H40	120	40	40	51	135	657 €	788 €	627 €	752 €
1	IRM 160H40	160	40	40	66	180	793 €	952 €	763 €	916 €
UT STORY	IRM 60H60	60	40	60	37	110	543 €	652 €	513 €	616 €
4	IRM 80H60	80	40	60	45	148	619€	743 €	589€	707 €
	IRM 120H60	120	40	60	64	224	794 €	953 €	764 €	916 €
	IRM 160H60 *	160	40	60	104	290	1 031 €	1 237 €	1 001 €	1 201 €
	IRM 60H80	60	40	80	48	154	649€	779 €	619€	742 €
	IRM 80H80	80	40	80	61	207	763€	916 €	733 €	880 €
	IRM 120H80	120	40	80	80	314	943 €	1 132 €	913 €	1 096 €
	IRM 160H80 *	160	40	80	131	407	1 243 €	1 492 €	1 213 €	1 456 €
	IRM 60H100 *	60	40	100	74	190	797 €	957 €	767 €	921 €
	IRM 80H100 *	80	40	100	92	256	946 €	1 136 €	916 €	1 100 €
	IRM 120H100 *	120	40	100	121	390	1 178 €	1 413 €	1 148 €	1 377 €
	IRM 60H120 *	60	40	120	86	232	897 €	1 076 €	867 €	1 040 €
		Length	<b>W</b> idth	Height	Weight	Vol.	Public Price €	<b>€</b>	Public Price €	•
IRG - RECTANGLE GROS	Ref.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
	IRG 120H50	120	50	50	63	227	777 €	933 €	747 €	897 €
	IRG 150H55 *	150	50	55	100	311	996€	1 196 €	966 €	1 160 €
	IRG 180H60 *	180	50	60	123	416	1 187 €	1 425 €	1 157 €	1 389 €
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							1 to 6 u	nits	7 units ar	nd more
IDE DVD AMIDE EINE	D-4	Length	Width	Height	Weight	Vol.	Public Price €	€	Public Price €	€
IPF - PYRAMIDE FINE	Ref.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
	IPF 20H60	23	23	60	14	19	386 €	464 €	356 €	428 €
P	IPF 20H80	24	24	80	19	28	441€	529 €	411€	493 €
PALTI	IPF 20H100	25	25	100	24	38	490 €	588 €	460€	552 €
	IPF 25H80	29	29	80	24	44	482 €	578 €	452 €	542 €
MHIM	IPF 25H100	30	30	100	29	59	538 €	645 €	508€	609 €
	IPF 25H120	31	31	120	34	74	596 €	715 €	566 €	679 €
IPM-PYRAMIDE MOYENNE	Ref.	Length cm	<b>W</b> idth cm	Height cm	<b>W</b> eight Kg	<b>Vol.</b> Useful L	Public Price € Ex. VAT	€ Incl. VAT	Public Price € Ex. VAT	€ Incl. VAT
$\bigotimes$	IPM 30H60	36	36	60	23	48	470 €	564 €	440€	528 €
	IPM 30H80	38	38	80	32	72	557 €	669 €	527€	633 €
	IPM 30H100 *	40	40	100	60	92	749 €	898 €	718€	862 €
	IPM 30H120 *	42	42	120	73	120	858 €	1 030 €	828€	994 €
IPP-PYRAMIDE PROPORT.	Ref.	Length	Width	Height	Weight	Vol.	Public Price €	€	Public Price €	€
	IDD collec	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
THE REST	IPP 30H50	30	30	50	17	26	407 €	488 €	377 €	452 €
	IPP 35H60	35 40	35 40	60 70	22 34	45 71	463 €	556 €	433 € 543 €	520 €
17 11 1	IPP 40H70 IPP 45H80	40	40	80	34 44	106	573 € 667 €	687 € 801 €	543 € 637 €	651 € 765 €
( )	IPP 50H90	50	50	90	53	151	764 €	917 €	734 €	881 €
	IPP 55H100 *	55	55	100	82	199	921€	1 106 €	891 €	1 070 €
	IPP 60H110 *	60	60	110	96	265	1 038 €	1 246 €	1 008 €	1 210 €
	IPP 65H120 *	65	65	120	112	345	1 164 €	1 396 €	1 134 €	1 360 €
	11 0011120	00	00	120	112	040	1 104 6	1 000 €	1 104 0	. 555 €
		Length	<b>W</b> idth	Height	Weight	Vol.	Public Price €	€	Public Price €	اء
IPR-PYRAMIDE RECTANG.	Ref.	cm	cm	cm	Kg	Useful L	Ex. VAT	Incl. VAT	Ex. VAT	Incl. VAT
	IPR 40H60	46	31	60	25	53	492 €	590 €	462€	554 €
A AM	IPR 40H80	48	33	80	37	79	604 €	725 €	574 €	689 €
TRANSI	IPR 40H100 *	50	35	100	60	102	746 €	895 €	716 €	859 €
UT FY M	IPR 70H60	70	35	60	37	98	601 €	721 €	571 €	685 €
	IPR 90H60	90	40	60	51	149	728€	874 €	698€	838 €
					51					

 $<sup>^{\</sup>star}$  Fiber-cement planters in thickness 15mm instead of 10mm.

Note: Useful Weights and Volumes are estimated and given for information purposes only.



# IMAGE'IN GARDEN CHESTS & BENCHES - Nomenclature

Choose the storage box size & colour > Choose the closure type > Get the following renderings Ref. IOP-ASSBE Longitudinal and recessed slats Removable closure made of raw exotic wood Non-tight / No hinges ou Ref. IOP-ASSBE-T Transversal and recessed slats Removable closure made of raw exotic wood Non-tight / No hinges Ref. IOP-ASSBD Longitudinal and emerging slats Removable closure made of raw exotic wood Non-tight / No hinges ou Ref. IOP-ASSBD-T Transversal and emerging slats Removable closure made of raw exotic wood Non-tight / No hinges ou Ref. ICO Storage box part Bare structure without closure Fibre cement lacquered in all RAL colours Ref. IOP-ASSBR Longitudinal slats overlapped on the top Removable closure made of raw exotic wood Non-tight / No hinges ou Ref. IOP-ASSBR-T Transversal slats overlapped on the top Removable closure made of raw exotic wood Non-tight / No hinges ou Ref. IOP-ASSL Fixed seat in lacquered fibre cement One-piece bench without storage ou Ref. IOP-COUV Removable watertight lid Lacquered aluminium closure Lightweight and waterproof closure / Hingeless





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### **IMAGE'IN GARDEN CHESTS & BENCHES**

The tariff below illustrates some examples of possible formats. The garden chests and benches presented here are optimised for standard wood slats formats, thus offering the best prices. For dimensions not adapted to standard board sizes, count additional cost; please consult us. All our chests and benches are made to order. These tariffs are those of bespoke made and are valid for all shades of the standard RAL color chart (excluding pearlescent, fluorescent colors or with glitter).

All our garden chests are varnish in matt, satin, glossy or micronized finish, for optimal protection of the color (automotive system). The chest - bench structure "ICO" and its lids "IOP-ASSB", "IOP-ASSL" ou "IOP-COUV" are selled separately.

ATTENTION! prices of closures are purely indicative, subject to fluctuations in material costs, variations in offcuts, etc. Please consult us.

		Length	Width	Height	Weight		Public Price €	€		
	Ref.	cm	cm	cm	Kg	Specif.	Ex. VAT	Incl. VAT		
	ICO 115.50H45 *	115	50	45	70	e de	790€	948 €		
Storage box stucture	ICO 115.50H50 *	115	50	50	74	Storage Box	824 €	989 €		
	ICO 115.50H75 *	115	50	75	97	Stc	1 011 €	1 214 €		
	IOP-ASSBE	108	43	2	12		239€	287 €	Note / IOP	-COUV
	IOP-ASSBD	115	43	2	12	s / se	239€	287 €	Degressiv	e prices
Possible closures	IOP-ASSBD-T	115	43	2	14	Closures / Seats	264 €	316 €	Indicative unit	price for 4u
	IOP-ASSL *	115	50	1,5	16	S	135€	162 €	Ex. VAT	Incl. VAT
	IOP-COUV	115	50	3	6		417 €	500 €	255 €	306 €
		Length	Width	Height	Weight		Tarif Public	1		
	Ref.	cm	cm	cm	Kg	Specif.	€HT	€ TTC		
	ICO 108.50H45 *	108	50	45	67	e de	761 €	913 €		
Storage box stucture	ICO 108.50H50 *	108	50	50	71	Storage Box	794 €	953 €		
	ICO 108.50H75 *	108	50	75	93	Stc	974 €	1 168 €		
	IOP-ASSBE	101	43	2	11		239€	287 €	Note / IOP	-COUV
	IOP-ASSBE-T	101	43	2	11	) Se /	264 €	316 €	Degressiv	e prices
Possible closures	IOP-ASSBD	108	43	2	13	osures Seats	239€	287 €	Indicative unit	price for 4u
	IOP-ASSL *	108	50	1,5	15	Closures / Seats	127 €	152 €	Ex. VAT	Incl. VAT
	IOP-COUV	108	50	3	6		414€	497 €	254 €	305€
				_			-			
		Length	Width	Height	Weight	1	Tarif Public	1		
	Ref.	cm	cm	cm	Kg	Specif.	€HT	€ TTC		
	ICO 115.43H45 *	115	43	45	66	e e	759€	911 €		
Storage box stucture	ICO 115.43H50 *	115	43	50	70	Storage Box	792€	950 €		
-	ICO 115.43H75 *	115	43	75	92	Stc	971 €	1 166 €	Note / IOP	-COUV
	IOP-ASSBR	115	43	2	12	/	239€	287 €	Degressiv	e prices
	IOP-ASSBR-T	115	43	2	12	res	264 €	316 €	Indicative unit	price for 4u
Possible closures	IOP-ASSL *	115	43	1,5	13	Closures / Seats	116€	139 €	Ex. VAT	Incl. VAT
	IOP-COUV	115	43	3	5	Ö	411€	493 €	254 €	305 €

<sup>\*</sup> Fibre-cement elements in thickness 15mm.

Note: Useful Weights are estimated and given for information purposes only.

# Suggested options:

Installation on adjustable pedestals hidden under the storage box - ref. "IOP-PLOT40-55" - Allow to adjust the seat height and lift the chest off the ground in order to facilitate maintenance and occasional movements by sliding.



Ask for **notches to facilitate the gripping** of your wooden closures in the "**Recessed**" version One or two notches, on the width(s) or on the length(s) at your convenience.





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# **IMAGE'IN GARDEN CHESTS & BENCHES**

The tariff below illustrates some examples of possible formats. The garden chests and benches presented here are optimised for standard wood slats formats, thus offering the best prices. For dimensions not adapted to standard board sizes, count additional cost; please consult us. All our chests and benches are made to order. These tariffs are those of bespoke made and are valid for all shades of the standard RAL color chart (excluding pearlescent, fluorescent colors or with glitter).

All our garden chests are varnish in matt, satin, glossy or micronized finish, for optimal protection of the color (automotive system). The chest - bench structure "ICO" and its lids "IOP-ASSB", "IOP-ASSL" ou "IOP-COUV" are selled separately.

ATTENTION! prices of closures are purely indicative, subject to fluctuations in material costs, variations in offcuts, etc. Please consult us.

	Ref.	Length	Width	Height	Weight	Specif.	Public Price €	€		
		cm	cm	cm	Kg	Φ	Ex. VAT	Incl. VAT		
Storage box stucture	ICO 175.50H45 *	175	50	45	98	Storage Box	1 037 €	1 245 €		
	ICO 175.50H50 *	175	50	50	104	Stc	1 083 €	1 300 €		
	IOP-ASSBE	168	43	2	18		330 €	396 €	Note / IOP-0	OUV
	IOP-ASSBD	175	43	2	18	Closures / Seats	338 €	405 €	Degressive	orices
Possible closures	IOP-ASSBD-T	175	43	2	21	sur	320 €	384 €	Indicative unit pr	ice for 4u
	IOP-ASSL*	175	50	1,5	24	90	206 €	247 €	Ex. VAT	Incl. VAT
	IOP-COUV	175	50	3	9		435 €	522 €	348 €	418 €
	Ref.	Length	Width	Height	Poids	Specif.	Tarif Public			
	11011	cm	cm	cm	Kg		€HT	€ TTC		
Storage box stucture	ICO 166.50H45 *	166	50	45	94	age ×	1 000 €	1 200 €		
Storage box stucture	ICO 166.50H50 *	166	50	50	99	Storage Box	1 044 €	1 253 €		
	IOP-ASSBE	159	43	2	17		330 €	396 €	Note / IOP-0	OUV
	IOP-ASSBE-T	159	43	2	17	Se /	312€	374 €	Degressive	orices
Possible closures	IOP-ASSBD	166	43	2	20	sure	330 €	396 €	Indicative unit pr	ice for 4u
	IOP-ASSL *	166	50	1,5	22	Closures / Seats	195 €	234 €	Ex. VAT	Incl. VAT
	IOP-COUV	166	50	3	8		432 €	518 €	349€	419 €
	Ref.	Length	Width	Height	Poids	Specif.	Tarif Public			
	Rei.	cm	cm	cm	Kg		€HT	€ TTC		
Storage hav atuatura	ICO 175.43H45 *	175	43	45	93	age	999€	1 199 €		
Storage box stucture	ICO 175.43H50 *	175	43	50	98	Storage Box	1 044 €	1 253 €	Note / IOP-C	OUV
	IOP-ASSBR	175	43	2	18		338 €	405 €	Degressive	orices
Possible closures	IOP-ASSBR-T	175	43	2	18	ars	320€	384 €	Indicative unit pr	ice for 4u
Possible closures	IOP-ASSL*	175	43	1,5	20	Closures / Seats	177 €	212 €	Ex. VAT	Incl. VAT
	IOP-COUV	175	43	3	8	O	431 €	517 €	346 €	415€

<sup>\*</sup> Fibre-cement elements in thickness 15mm.

Note: Useful Weights are estimated and given for information purposes only.

# Suggested options:

Installation on adjustable pedestals hidden under the storage box - ref. "IOP-PLOT40-55" - Allow to adjust the seat height and lift the chest off the ground in order to facilitate maintenance and occasional movements by sliding.



Ask for **notches to facilitate the gripping** of your wooden closures in the "**Recessed**" version One or two notches, on the width(s) or on the length(s) at your convenience.





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# **RAISED BED GARDEN IMAGE'IN**

The tariff below illustrates two formats given as examples of planters for raised bed garden. All our products are made to order and to your dimensions. These prices are those of bespoke made and are valid for all shades of the standard RAL color chart (excluding pearlescent or fluorescent colors or with glitter). All our allotment raised bed garden are varnished in matt, satin, glossy or micronized finish, for optimal color protection (automotive system).

The allotment raised bed garden are available with an open base in order to stay in contact with the ground.

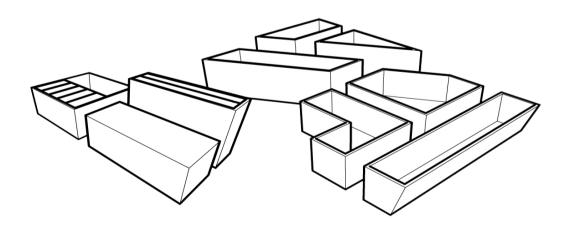
							1 to 6 ເ	units	7 units and more		
Raised bed garden	Ref.	Length cm	Width cm	Height cm		Vol. Useful L	Public Price € Ex. VAT	€ Incl. VAT	Public Price € Ex. VAT	€ Incl. VAT	
A STATE OF	ICP 80	80	80	60	69	365	811€	973 €	781 €	937 €	
	ICP 100	100	100	40	73	384	813€	976 €	783€	940 €	

Note: Useful Weights and Volumes are estimated and given for information purposes only.

# **IMAGE'IN SPECIAL SHAPES**

# Let your imagination run free!

Do not hesitate to consult us for the quotation of your planters and furnitures, in specific shapes and formats. Our design department is at your disposal to make you benefit from its know-how and propose you the solutions that most suited to your project.



# Indicative PUBLIC PRICE

Ex-Works / 1st February 2023



### **GENERAL TERMS AND CONDITIONS OF SALE**

### Preliminary remarks

These general terms and conditions shall apply to the sale of goods, products and services (hereafter referred to as Product), by CREATION JEAN-CLAUDE JOLY SARL (hereafter referred to as CJCJ), to any purchaser or reseller (hereafter referred to as Purchaser). Any service carried out by CJCJ shall thereby include the adherence without conditions or reserve by the Purchaser to these general terms and conditions of sale.

These general terms and conditions shall substitute the previous general terms and conditions and may be modified without notice (they shall apply notwithstanding the general terms and conditions of purchase of our clients).

The fact that one or several of these conditions shall not be asserted at any given time may not be interpreted as a waiver from subsequently asserting them.

### Product presentation

Our catalogues, technical, promotional and commercial documents are not of a contractual nature. The description of Products, as well as their characteristics, dimensions, forms or structures mentioned therein are only given for information purposes.

Therefore, CJCJ shall reserve the right, without notice, to carry out any modification or withdrawal deemed necessary and shall therefore not be obliged to provide a Product compliant to former specifications.

CJCJ shall retain all the intellectual and industrial property rights on its projects, analyses and documents. Their reproduction or communication, even partial, must be submitted for our approval.

#### Price

The prices of our Products are indicated in euros and calculated excluding taxes, for goods taken and approved in our factories or warehouses. Consequently, these prices shall be increased by the VAT rate and the transportation costs applicable on the date of the order.

Tariffs and price offers are not binding. The Product shall be invoiced at the prices and conditions applicable on the date of the order, unless there are circumstances beyond our control, and unless the deliveries are deferred or phased over time, in which case the Product shall be invoiced under the conditions and tariffs applicable on the date of delivery.

For the Product for which the delivery shall require a specific package process, the packaging shall be invoiced and considered as a sale of goods.

#### Deadlines

Our deadlines are given for information purposes, any delays shall not entitle the Purchaser to an indemnity, price reduction or cancellation of the order, à fortiori for the delays due to a force majeure event suffered by CJCJ or by its sub-contractors.

We shall be exempt from any deadline commitment:

In the event whereby the payment conditions provided would not have been respected;

In the event whereby the information necessary for the fulfilment of the orders would not have been provided to us in due time;

In case of a delay by our own suppliers, breakage during transfer, fortuitous events, etc.

### Sale

Our clients' orders shall only bind us after written acceptance given by sending our order receipt confirmations.

In any event, the Purchaser shall define his own needs and the destination of the material ordered. The onus shall not be on CJCJ to assess the appropriateness of the choice of Product with regard to the end use intended by the Purchaser. CJCJ may under no circumstances be held liable for any secondary effects due to an incorrect use of its Product.

Any modification of an order or cancellation as a result of the Purchaser must be subject to prior written approval by CJCJ. As the case may be, this modification or cancellation shall be subject to an additional invoice.

### Packaging

"Disposable" packages may under no circumstances be subject to a deposit or a return.

If the Product is delivered on pallets or in returnable transport packaging, the amount of the return shall be mentioned on the invoice and payable at the same time as the Product. The reimbursement of this return shall be due upon receipt of such packaging returned free of carriage and in good condition at the place where the product was dispatched, and within a maximum period of one month. The returnable packaging returned unusable shall not be taken back.

### **Transport & Receipt**

Regardless of the conditions of sale (including the sales free of carriage), the receipt of the Products shall be made in CJCJ's premises, by the issuance of the Product to the Purchaser, his carrier, or to the carrier chosen and commissioned by CJCJ on behalf of the Purchaser.

Consequently, the Product shall travel at the Purchaser's full risk and he shall be responsible, upon receipt, for expressing all the reserves on the shipment document then confirming these reserves to the carrier by registered letter with return receipt requested within three days of receiving the Product.

In the case of deliveries on site, the Purchaser shall be obliged to take all measures to ensure that the vehicles may reach the place for unloading without danger and in proper conditions, and then leave as soon as possible. Therefore, the Purchaser must ensure a facility for vehicle access to the point of unloading and he shall be responsible for any damage caused to the delivery vehicles on his site.

All the inspections or customs handling operations shall be assumed at the full risk and costs of the Purchaser, even in the exceptional case of delivery free of carriage.

### Warranty & Liability

As the receipt of the Product shall occur in our premises, in the case of a non-compliant delivery, either in quality or quantity, any reserves or complaints must be expressed immediately and confirmed in writing within a period of 8 days as from the date of delivery. Failing that, the delivery shall be considered as complete and compliant to the order. Upon the expiry of this delay, we shall guarantee our products in the conditions provided in Articles 1641 et seq. of the French Civil Code, with the exception of indirect damage. In the case of an accepted complaint, CJCJ shall be obliged only to replace the non-compliant Product, at the exclusion of any indemnity relating to the expenses or any damages. The actions due to a latent defect may only be initiated within a period not exceeding three months as from the emergence of the disorders. Our products are decorative elements, not constitutive of buildings and therefore not subject to decennial insurance. Any use of the Product for a purpose other than for its intended purpose, or contrary to our instructions for use, shall fully exempt our liability. The same shall apply in the event of a modification of the Product, in the event of an alteration as a result of the conditions of storage, transport, handling...

CJCJ's responsibility may not be incurred beyond that of its suppliers concerning a Product or a component for which the manufacturing is sub-contracted.

# Indicative PUBLIC PRICE

Ex-Works / 1st February 2023



The dimensions, colours and amounts of certain materials shall be subject to variances which typify their nature or their production and shall benefit from the customary forbearances. In order to be able to assert the benefit of the guarantees previously mentioned, the Purchaser must provide all the facilities to CJCJ to acknowledge the defects attributed to the Product and remedy the difficulties, if required.

#### **Product Returns**

No return shall be made without CJCJ's prior written consent, backed up by a return coupon.

When, exceptionally, we accept the return of a Product, the latter must always be returned free of carriage within eight days following the date of our approval. It shall be sent to the address of our warehouse and accompanied by our return coupon. The returned Product shall only be credited upon acceptance and receipt in our warehouse. The Product shall give rise to a credit note which shall be drawn up on the basis of the invoicing amount of the Product charged, as the case may be, with an obsolescence coefficient or restoration expenses.

The withdrawal shall be excluded (Art.121-20.2 3rd paragraph) for the Products clearly personalized or manufactured specifically upon the Purchaser's request and produced according to his specifications. Therefore, the "customized" Products shall be non-returnable.

#### Installation

It is expressly recalled that CJCJ shall not install the Product. The Purchaser shall be obliged to have recourse to a certified installer for such purpose, who shall strictly adhere to the professional practice rules and to the specifications of the installation.

CJCJ shall not be bound by any obligation of advice or information with regard to the installation of the Product, the responsibility of which shall be solely assumed by the installer. Therefore, the information or details provided to the Purchaser at the time of the sale of the Product may not be considered as instructions for the installation of the Product.

#### **Payment**

The payment of our supplies is always due at the location of our head office. The payment shall be finalized on the date on which the funds are made available to CJCJ. Unless otherwise stipulated, all our Products are payable in principal, expenses and incidentals, in full and without discounts.

Any additional delay for payment that CJCJ may approve shall under no circumstance give right to a discount in the event of an early payment.

The delay in the payment of an instalment by the Purchaser shall automatically give rise to any amounts due becoming immediately payable, the day following the payment date registered on the invoice without any reminder being necessary, even if a bank draft was issued and is in the banking system.

In the event of late payment, total or partial, of the Product delivered, the Purchaser must pay a late payment penalty to CJCJ equal to the rate of interest applied by the European Central Bank for its most recent financing operation increased by 10 percentage points (Article L. 441-6 paragraph 12 of the French Commercial Code) and a flat-rate indemnity for recovery costs of 40 euros (provided by the law no.2012-387 and fixed by decree No.2012-1115 of 02/10/2012) as well as any supplement upon justification, and without any prior formal notice being required. This penalty is calculated on the amount, inclusive of taxes, of the amount remaining due, and shall begin as from the payment instalment date.

In the case of a payment by bill of exchange, the latter must be returned within 10 days following its issuance. The refusal to accept a bill of exchange, which is assimilated to an absence of acceptance, within the period of 10 days as mentioned above, shall be assimilated to a payment default.

# Reservation of ownership

It is expressly stipulated, as an essential condition, that the transfer of ownership of the Product delivered shall be suspended until the price has been paid in full, in principal and incidentals by the Purchaser. Even in the event whereby a delay for payment has been granted or negotiable instruments issued, the payment shall be understood as the actual receipt of the price.

As from the issuance of the Product, made in CJCJ's warehouses, in accordance with the "Transport & Receipt" clause of these terms and conditions, the Purchaser shall be the custodian of the Product sold and shall therefore assume the risks as well as the obligations and insurance costs. The Purchaser shall be obliged to immediately inform CJCJ in the case of receivership or judicial liquidation, or in the case of a seizure of the Product, as well as to take all due measures to make known CJCJ's right of ownership. In the situation of a seizure, the Purchaser must make his best endeavours at his own expenses to obtain the release.

The failure to make payment of one of the instalments may give rise to the reclamation for an immediate return of the unpaid Products, and at the Purchaser's expenses and risks.

As soon as CJCJ has indicated its intent to assert this clause, in particular by simple registered letter with return receipt, or by the material recovery of the Product, the Purchaser has the obligation to immediately return the Product delivered and at his expenses. The failure to make an immediate withdrawal of negotiable instruments from the banking system, and/or the failure to make an immediate return of an advance or credit notification, shall have no impact on the effect of this reservation of ownership clause. In the event whereby CJCJ were to reclaim the unpaid Product, CJCJ shall be exempt from returning the advances received, insofar as they shall compensate the damages due by the Purchaser.

# Avoidance clause

In the event of the non-performance by the Purchaser of one of his obligations, and 8 calendar days after a formal notice by registered letter with return receipt, which has remained ineffectual, in full or in part, during this timeframe, the sales agreement shall automatically be cancelled and without formality. The Product must be returned to CJCJ upon its first request, at the Purchaser's expenses and full risk, without prejudice to any damages due to CJCJ. Any advance already paid shall remain definitively acquired as initial indemnities.

# Force majeure

CJCJ's obligations shall automatically be suspended and without formality, and its liability exempt in the event of the occurrence of events presenting, or not, the legal nature of a *force majeure* or a fortuitous event.

In this regard, shall be considered, in particular, as a *force majeure* any event that is beyond CJCJ's control and which impedes its proper functioning with regard to the manufacturing, sending or transportation of the Product, in particular the total or partial strikes impeding the proper functioning of CJCJ or that of one of its suppliers, sub-contractors or carriers as well as the breakdown of transportation, energy supplies, raw materials, or any other fortuitous event such as: fire; major climatic incident; epidemic; war; requisition or theft for example.

CJCJ shall inform the Purchaser as soon as possible of the occurrence of one of the above-mentioned events and shall endeavour to eradicate the effects as quickly as possible. If the *force majeure* event were to continue beyond the period of 1 month, CJCJ may automatically terminate its contractual commitments, without the Purchaser being able to claim damages.

# Allocation of jurisdiction

Any dispute relating to the interpretation and performance of these general terms and conditions of sale shall be subject to French law.

Upon failure to reach an amicable solution, the dispute shall be referred before the Tours Commercial Court.