

Groupe Mulliez-Flory General Terms and Conditions of Sale

10/2025

These General Terms and Conditions of Sale supersede any previous agreement between Mulliez-Flory and its customers, with the exception of any special terms and conditions specified in the contract.

The purchaser acknowledges that it is aware of them and accepts them.

Any amendment to these General Terms and Conditions of Sale must be expressly agreed in writing. These General Terms and Conditions of Sale apply to all operations carried out by Mulliez-Flory, as well as to orders recorded by our agents and representatives.

Placing an order implies the purchaser's full and unreserved acceptance of these General Terms and Conditions of Sale, to the exclusion of any other documents such as prospectuses or catalogues issued by the vendor, which are non-binding.

ORDERS

All orders transmitted to our Company and confirmed by us are considered irrevocable, whether or not a deposit has been paid. Our Company is only bound by orders subject to written and signed confirmation, or by the shipping of the products.

PRICING

Unless otherwise specified, all prices are quoted exclusive of VAT and, for goods delivered outside France, exclusive of local duties. With the exception of confirmed prices and/or within the limits of the conditions of validity of current offers and contracts, the prices shown in our price lists and proposals may be revised without notice in line with economic developments.

LEAD TIMES

Whilst we endeavour to comply with lead times as closely as possible, the delivery times indicated for orders are non-binding. A delay in supply cannot therefore result in the cancellation of the sale or give rise to the payment of damages.

In any event, on-time delivery can only take place if the purchaser is up to date with its obligations towards our Company, for whatever reason.

The vendor is released from its delivery obligations in the event of unforeseen circumstances or force majeure. The following are considered to constitute cases of force majeure which relieve the vendor of its obligation to deliver: war, riots, fire, strikes, accidents and the vendor's own inability to obtain supplies.

PLACE OF DELIVERY AND SHIPPING

Unless otherwise stipulated and even in the case of carriage-paid deliveries, goods are always shipped at the purchaser's risk from the moment the goods leave the vendor's warehouses, unless the purchaser expresses an explicit reservation upon receipt.

CLAIMS – RETURNS

Packages must be inspected upon receipt: a quantity check between the packing slip and the packages received, as well as a quality check (condition of the packaging). Any nonconformities, damage or missing items must be recorded as accurately as possible on the carrier's receipt, confirmed to the carrier within 2 days by registered letter with acknowledgement of receipt, and reported to us at the same time.

CONFORMITY OF EXECUTION

The conformity of our products with the specifications, samples supplied or any instructions pertaining to characteristics or dimensions is only guaranteed subject to customary tolerances.

In the case of special production, the quantities ordered and confirmed are non-binding. Quantities delivered and invoiced may differ by plus or minus 10%.

Goods must be inspected upon receipt and any nonconformities must be reported immediately and prior to any transformation.

No claims will be accepted after a period of 8 days from receipt. The purchaser is responsible for providing any justification as to the reality of the defects or nonconformities observed. The Supplier must be given every opportunity to identify and remedy such defects. The purchaser shall refrain from intervening itself or having a third party intervene for this purpose. No returns may be accepted without the prior agreement of our Company, which may only be given in response to a substantiated and verified claim.

Any product returned without the agreement of our Company will be held at the purchaser's disposal and will not give rise to the establishment of a credit note. In the event of a nonconformity or damage to the products delivered, duly confirmed by our Company under the conditions specified above, the purchaser may obtain the free replacement or reimbursement of the products, at our Company's discretion, to the exclusion of any compensation or damages. The costs and risks of returning goods shall be borne by the purchaser at all times.

PAYMENT

Our goods are payable at Sévremoine Le Longeron 49710, notwithstanding any clause to the contrary. Unless otherwise specified in the contract, our invoices are payable 'within 30 days from the end of the month' by bank transfer and by direct debit within 10 days for franchised networks.

In the case of new accounts or in the absence of a guarantee, payment may be requested upon collection.

In the event of late payment, a fixed penalty for collection costs of at least €40 per invoice will be payable (Article D441-5 of the French Commercial Code).

Any delay in effective settlement of the invoice will result in the payment of interest as from the due date (at the rate of 10% per annum). In addition, the purchaser shall reimburse all debt collection costs incurred to recover the sums due, including the fees of public officers.

In addition, in the event of late payment, any invoice due, even if not yet overdue, will become immediately payable, and any order in progress may be cancelled at our sole discretion.

The vendor reserves the right, at any time, depending on the risks involved, to set an overdraft limit for each purchaser and to require certain payment terms or guarantees.

In the event of a discount for cash payment or early payment, this will be calculated at the interbank rate plus 1 point and will relate to the effective reduction in the time taken for the sums due to be made available. The purchaser will be responsible for reducing the amount of deductible VAT accordingly.

STORAGE OF GOODS:

Goods that become the property of our customers and remain in our warehouses at their request are stored under their own responsibility. They are therefore responsible for insuring such goods against damage caused by fire or any other cause.

RETENTION OF TITLE

The vendor retains ownership of the goods until the price has been paid in full. The risk in the goods passes to the purchaser as soon as they are made available, including in the case of carriage-paid sales. The purchaser is therefore solely responsible and must take all appropriate safety and security precautions. French Law 80.335 of 12 May 1980 applies in full to the goods listed in this document.

TRADEMARKS AND DESIGNS

All trademarks, designs and models supplied by us, even as samples, remain our sole property and may not be copied or counterfeited under penalty of legal proceedings.

We can only reproduce trademarks, designs or models at the request of our customers that are free of rights or for which they own or enjoy the rights.

Under no circumstances may we be held liable for any action taken as a result of the production of specific garments entrusted to us by our customers.

JURISDICTION

Should it be necessary to have recourse to the Courts, the Commercial Court of GRENOBLE will have sole jurisdiction.