

## GENERAL TERMS AND CONDITIONS OF SALE

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### Article 1: Scope

These General Terms and Conditions of Sale (the “*Sales T&Cs*”) apply to all commercial relations between the company PRO.HARP.TECH (the “*Service Provider*”) and the client. The clients (“*Client(s)*”) may be both companies and consumers. For the purposes of these Sales T&Cs, any natural person who is acting for purposes outside their own commercial, industrial, artisanal, self-employed, or agricultural activity is considered a consumer, and deemed a “*Non-professional client(s)*”. For the purposes of these Sales T&Cs, a professional is any natural or legal person, whether public or private who acts, including through an intermediary under someone else’s name or on someone else’s behalf, for purposes within the scope of their own commercial, industrial, artisanal, self-employed, or agricultural activity, (hereinafter the “*Professional client(s)*”). Under article L 441-6 of the French Commercial Code, the Sales T&Cs constitute the sole basis of the commercial relationship between the parties.

The Sales T&Cs have the purpose of defining the conditions under which the Service Provider provides services to the Professional and Non-professional Clients who have requested its services, whether through the Service Provider’s website, direct contact with the Service Provider or paper format. The term “*Services*” comprises tuning services, replacement of parts and the removal of stray sounds for all kinds of harps, as well as the repair and restoration of old and modern harps.

The application of the Sales T&Cs includes, without limitation or reservation, all Services provided by the Service Provider to the Clients, regardless of any clauses that may feature in the documents of the Professional Client, in particular their general terms and conditions of purchase.

These conditions apply to the exclusion of all other conditions, and in particular to conditions of other Service distribution channels or conditions found on the Internet.

In compliance with existing legislation, these Sales T&Cs are systematically communicated to every Client (except wholesalers) that

requests them, to allow the Client to place an order with the Service Provider.

The Client declares they are aware of these Sales T&Cs and has accepted the conditions prior to entering into the Service provision agreement. Validation of the Client’s request for Services constitutes, without limitation or reservation, acceptance of these Sales T&Cs.

These Sales T&Cs may be subject to subsequent amendments, but the version applicable to the Client’s purchase is that in force on the day the agreement is entered into.

Information featuring in the Service Provider’s catalogues, prospectus and tariffs are for reference only and are subject to changes at any time.

The Service Provider has the right to make any changes they deem necessary.

### Article 2: Orders

Sales of Services to Professional Clients are only complete upon the establishment of a quote and express, written acceptance of the Client’s order by the Service Provider, implemented by acknowledgement of receipt from the Service Provider.

For Non-professional Clients, the Service Provider has electronic order methods, including acceptance and confirmation (in the \_\_\_\_\_website\_\_\_\_\_tab), which allows Clients to place orders for Services both conveniently and quickly.

For orders made exclusively online, order registration is carried out on the Service Provider’s website when the Client accepts these Sales T&Cs by ticking the box provided for this purpose, and then confirms their order. The Client can also check the order details, its total price and correct any eventual errors before confirming their acceptance (*article 1127-2 of the French Civil Code*).

This confirmation implies the acceptance of these Sales T&Cs in their entirety and constitutes proof of the sales agreement.

An email shall be sent for acknowledgement and acceptance of the order.

The details recorded on the Service Provider's computer system constitute proof of all the transactions made with the Client.

In any case, potential changes to the order placed by the Client, within the Service Provider's means, must be communicated in writing **at least 15 days** before the scheduled date for the provision of the Services ordered, and may be subject to a price adjustment.

In the event a Professional Client decides to cancel the order after it is accepted by the Service Provider, less than **30 days** before the scheduled date for the provision of the Services ordered, and for any reason other than force majeure, the instalment paid for the order shall be acquired in full by the Service Provider and shall not give rise to any form of refund, as laid down in the "*Payment Conditions and Settlement Periods*" article of these Sales T&Cs.

### **Article 3: Prices**

The Services are supplied according to the Service Provider's prices in force on the day the order is placed, in accordance with the quote previously established by the Service Provider and accepted by the Professional Client and the prices in force at the time the Service Provider registers the order from a Non-professional Client, as stated above in article 2.

The prices are calculated as follows, according to the Services requested:

#### **– Tuning lever harps:**

- ↳ Flat rate of 1 hour: €135 exclusive of tax, comprising: tuning the intonation and the removal of stray sounds;
- ↳ This flat rate does not include the replacement of parts or strings.

#### **– Tuning pedal harps:**

- ↳ Flat rate of 2 hours and 30 minutes for a scheduled tuning appointment: €400 exclusive of tax for any services carried out in the European Union (EU) and €500 exclusive of tax for any services carried out outside the EU, comprising: adjusting the rods or cables, intonation,

instrument testing and removal of clear and obvious stray sounds;

- ↳ An additional fee of €70 exclusive of tax per 30 minutes shall be charged for the provision of services exceeding the time indicated above. This supplement shall be effective from the first minute after the flat rate period has elapsed.
- ↳ This flat rate does not include the replacement of parts, strings or felt.
- ↳ Any other request for tuning shall be subject to prior quotation.

#### **– Restoration of old harps:**

- ↳ Prices determined in relation to time spent and in accordance with quote from the Service Provider.

#### **– Replacement of parts/strings/felt:**

- ↳ Replacement of parts and non-wound strings: only the price of the parts/strings shall be invoiced.
- ↳ Replacement of felt: flat rate of €50 exclusive of tax.
- ↳ Replacement of wound strings: flat rate of €50 exclusive of tax.

These prices may be increased due to travel expenses of the Service Provider.

Prices are net, exclusive of tax. The VAT applied shall correspond to that in effect on the date of the Service Provider's invoice.

An invoice shall be created by the Service Provider and sent to the Client for each provision of Services.

Except for the restoration of old harps, for which separate invoices shall be issued by the Service Provider to the Client based on the progress of the work.

### **Article 4: Payment Conditions**

#### **4.1. Payment Conditions and Settlement Periods**

An instalment of 20% of the total cost of Services ordered is requested from the Client during the order process.

This instalment is under no circumstances deemed a deposit.

The balance is payable in cash on the day the Services are provided, under the conditions laid down in the “*Provision of Services*” article below.

Payments made by the Client shall only be considered as final upon receipt of the amount by the Service Provider.

No discount shall be applied by the Service Provider for payments made before the date on the invoice or within the period mentioned in these Sales T&Cs.

#### **4.2. Specific conditions for the restoration of old harps**

For the restoration of old harps, an instalment of 10% of the total cost of Services ordered is requested from the Client during the order process.

Separate invoices shall then be issued by the Service Provider to the Client based on the progress of the work.

Upon completion of the order placed, an invoice summarising the remaining balance due shall be sent by the Service Provider to the Client.

All invoices are payable in cash on the day the Client receives them.

Payments made by the Client shall only be considered as final upon receipt of the amount by the Service Provider.

No discount shall be applied by the Service Provider for payments made before the date on the invoice or within the period mentioned in these Sales T&Cs.

#### **4.3. Penalties for delay**

In the event of a delay in the payment or transfer of balances owed by the Client after the period established above, and after the payment date on the invoice addressed to the same, penalties for delay calculated at the European Central Bank’s (ECB) six-monthly refinancing rate in effect at 1 January or 1 July, plus 10 points, shall be automatically and fully acquired by the

Service Provider, without further formality or prior notice. In addition to penalties for delay, fixed compensation of €40 per invoice unpaid at the due date shall be applied.

Delayed payment shall result in the immediate payment of the whole amount owed by the Client, without prejudice to any other action to which the Service Provider may be entitled to bring against the Client.

The Service Provider also reserves the right to suspend or cancel the provision of Services ordered by the Client and/or to suspend the performance of its duties in the event of a breach of the above-mentioned payment conditions.

The Client shall not receive an invoice for additional fees in excess of the costs incurred by the Service Provider for the use of a payment method.

#### **Article 5: Services provision methods**

The Services requested by the Client shall be provided in accordance with the working schedule sent by the Service Provider to the Client, before the Service Provider receives the corresponding purchase order duly signed, or the quote, accompanied by the appropriate instalment due.

The Service Provider undertakes to make every effort to supply the Services ordered by the Client, as part of its duty of care, on the date stated on the working schedule. However, this date is given as a reference only.

If the Services ordered are not provided within a period of 30 working days from the above-mentioned reference date, for any reason other than force majeure or on the part of the Client, the sale may be terminated through a written request from the Professional Client and under the conditions set forth in articles L 216-2 L 216-3 and L241-4 of the French Consumer Code for Non-professional Clients.

Instalments already paid shall be reimbursed by the Service Provider once 14 days have elapsed from the agreement termination date.

The identification of the Service Provider is as follows:

**PRO.HARP.TECH., limited liability company with a capital of 2,000 euros.**  
**Head office: 8 Rue du Bellay – la Chapelle Saint Florent - 49410 MAUGES SUR LOIRE, RCS ANGERS N°849 953 021.**

In no event shall the Service Provider be liable for any delay or suspension of the provision of Services to the Client, or in the event of force majeure.

The Services shall be provided at the address stated by the Client during the order process.

The provision of Services may take place in any other location chosen by the Client, subject to a notice period of 15 days before the scheduled call-out date, at the sole expense of the Client.

Likewise, if the Client has a special request regarding the conditions of the provision of Services which is duly accepted in writing by the Service Provider, any associated costs shall be included on an additional subsequent specific invoice.

In the absence of special requests or claims expressly issued by the Client during the provision of Services, the Services shall be deemed to be consistent with the order in quantity and quality.

**For every pedal harp call out, the Client shall make the instrument available to the Service Provider for collection.** The absence of special requests or claims shall be substantiated at the discretion of the Service Provider by the Client's signature on a formal record of receipt, or by verbal agreement.

#### **Article 6: Right of withdrawal**

The Non-professional Client has a period of 14 days, from the date the agreement is entered into, to exercise their right of withdrawal and cancel their order with the Service Provider, in compliance with the law. The Client will not have to justify their motives or pay a penalty as a form of reimbursement, unless the performance of the services has already begun, with the Client's approval, before the end of the withdrawal period.

The right of withdrawal may be exercised online through the withdrawal form enclosed which is

also available on the website [www.\\_\\_\\_\\_\\_](http://www._____), in which case acknowledgement of receipt in hard copy shall be sent immediately to the Non-professional Client by the Service Provider, or any other statement, in an unambiguous manner, expressing the desire to withdraw, sent by post to 8 Rue du Bellay – la Chapelle Saint Florent - 49410 Mauges sur Loire or by email to: \_\_\_\_\_ mentioning the order the withdrawal relates to.

If the right of withdrawal is exercised within the above-mentioned period, only the price of the Services ordered shall be reimbursed.

The reimbursement of the balance effectively paid by the Client shall be made within a period of 14 days from the date the Service Provider receives the Client's withdrawal notification.

#### **Article 7: Liability of the Service Provider - Guarantee**

In accordance with applicable law and without further payment, the Service Provider shall guarantee the Client against any lack of conformity or hidden defect arising from any design or performance fault in the Services ordered, but not against negligence or error on the Client's behalf.

In order to exercise their rights, the Client must inform the Service Provider, in writing, of the existence of the defects or defaults within a maximum period of 30 days from the provision of the Services.

The Service Provider shall reimburse or rectify (as much as possible) the Services judged defective as soon as possible and no later than 60 days from recognition by the Service Provider of the defect or default.

The reimbursement shall be credited to the Client's bank account or by cheque addressed to the Client.

The Service Provider's guarantee is limited to the reimbursement of the Services effectively paid for by the Client, and the Service Provider shall not be liable or at fault for any delay or breach brought about by a case of force majeure generally recognised by French law.

The Services are in line with the applicable legislation in France.

The Service Provider shall not be liable for a breach of the legislation of the country in which the Services are provided, and the Client, who is the sole party liable for the Services requested, shall be liable to review this legislation.

**Article 8: Unforeseen changes**

Pursuant to article 1195 of the French Civil Code, in the event that an unforeseeable change in circumstances during the execution of the agreement means that such execution would result in the assumption of excessively high execution risk for a Party that has not agreed to take on such risk, this Party can request renegotiation of the agreement from their contractual partner.

However, if the unforeseeable change in circumstances during the execution of the agreement is permanent, or lasts longer than 3 months from the processing of a Non-professional Client's order, or from the acceptance of a quote by a Professional Client, these Sales T&Cs shall be terminated pursuant to the terms set forth in the article "*Termination due to unforeseen circumstances*".

**Article 9: Specific performance**

In the event that either Party fails to meet its obligations, the non-breaching Party may exercise their right to request the specific performance of the obligations of these Sales T&Cs. In accordance with the provisions of article 1221 of the French Civil Code, the Party with the benefit of the unfulfilled obligation may follow up the specific performance with a formal notice to the Party that has a duty to perform the obligation by registered letter with a request for acknowledgement of receipt or noted failure, unless this is not possible, or there is a clear disproportion between the cost for the debtor, in good faith, and the creditor's interest.

**Article 10: Repudiation of the agreement**

The Parties declare that they expressly waive the right to invoke the provisions of article 1219 and 1220 of the French Civil Code for the repudiation of agreement system as specified therein.

Consequently, they undertake to execute these Sales T&Cs fully and in their entirety, even in the event of a breach on the part of the other party.

**Article 11: Force majeure**

The Parties shall not be liable if the non-execution or delay of execution of any of their obligations as described herein stem from a case of force majeure, by virtue of article 1218 of the French Civil Code.

The Party affected by the event must inform the other party of its inability to execute its service and justify as such to the other party as soon as it becomes aware of the issue. The suspension of obligations shall under no circumstances be a cause of liability for failure to fulfil the obligation in question, nor induce the payment of damages or penalties for delay.

The performance of the obligation is suspended for the whole duration of the force majeure if it is of a temporary nature and does not exceed a duration of 3 months. Consequently, upon disappearance of the cause of suspension of their mutual obligations, the Parties shall make every effort to resume the normal performance of their contractual obligations as soon as possible. To this effect, the Party prevented from fulfilling its obligations shall inform the other party of the resumption of its obligation by registered letter with a request for acknowledgement of receipt or any extrajudicial document. If the Party cannot fulfil its obligations on a permanent basis, or for a duration exceeding 3 months, these Sales T&Cs shall be determined by the terms set forth in the article "*Termination due to force majeure*".

During this suspension, both Parties agree that the costs incurred from the situation shall be at the expense of the Party prevented from fulfilling its obligations.

**Article 12: Termination of the agreement**

**12.1. Termination due to unforeseen circumstances**

Termination of the agreement due to the inability to perform an obligation which has assumed excessively high risk cannot occur until 30 days after receipt (beginning on the day of the initial delivery of the letter by the postal services or enforcement agent) of the

formal notice declaring the intention to apply this clause stated in the registered letter with a request for acknowledgement of receipt, or extrajudicial document.

### **12.2. Termination due to force majeure**

It is expressly agreed that the two parties have the right to terminate this agreement, without prior warning or formality.

### **12.3. Common provisions in the event of termination**

It is expressly agreed between the Parties that the debtor of an obligation to pay the terms of this agreement shall be legitimately notified by the payment obligation alone, in compliance with the provisions of article 1344 of the French Civil Code.

In any case, the aggrieved Party may make a legal claim for damages.

### **Article 13: Applicable legislation - Language**

These Sales T&Cs and the actions arising from them between the Service Provider and the Client are governed by and subject to French law.

These Sales T&Cs are written in the French language.

If they are translated into one or several foreign languages, the French version alone shall prevail in the event of a dispute.

### **Article 14: Disputes**

#### **14.1. Disputes between the Service Provider and a Non-professional Client**

All disputes arising from completed Provision of Services acts governed by these Sales T&Cs concerning the validity, interpretation, performance, termination, consequences and repercussions of the Sales T&Cs, and which could not be settled amicably between the Service Provider and the Non-professional Client, shall be submitted to the competent courts under the conditions laid down by ordinary law.

The Non-professional Client is hereby informed that it can, in any case, resort to conventional mediation, notably through the Consumer mediation commission (*French Consumer Code. Art. L 612-1*), or through sector-specific mediator bodies, or through any alternative dispute settlement process (e.g.

conciliation) in the event of a dispute.

#### **14.2. Disputes between the Service Provider and a Professional Client**

ALL DISPUTES ARISING FROM THIS AGREEMENT AND AGREEMENTS CONCERNING THE VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, CONSEQUENCES AND REPERCUSSIONS OF THESE SALES T&Cs SHALL BE SUBMITTED TO THE COMMERCIAL COURT IN ANGERS.

### **Article 15: Precontractual information - Acceptance by the Client**

These Sales T&Cs are expressly agreed and accepted by the Professional Client, who declares and recognises full knowledge and understanding thereof, and waives their right to invoke any contradictory document, in particular their own general terms and conditions of sale which are non-binding for the Service Provider, even if the latter had knowledge of the same.

The Non-professional Client declares that they have received clear and comprehensive communication of these Sales T&Cs and of all the information listed in article L.221-5 of the French Consumer Code prior to the immediate purchase or the processing of the order and the date on which the agreement is entered into. The Non-professional Client also declares receipt of the following information:

- the key features of the Service;
- the price of the Services and any accompanying fees (e.g. delivery);
- the date or period in which the Service Provider undertakes to provide the Services ordered if the agreement is not to be entered into immediately;
- information regarding the Service Provider's identity, postal address, telephone number, email address, and business activity if they are not already apparent from context;
- information regarding legal and contractual guarantees and their implementation conditions;
- the possibility of resorting to conventional mediation in the event of a dispute.

The act of a natural or legal person carrying out the immediate purchase or order of a Service implies full acceptance of and

adherence to these Sales T&Cs and obliges payment for the Services ordered. This is expressly recognised by the Client, who declares that

these Sales T&Cs shall prevail over any contradictory document, which shall in turn be non-binding for the Service Provider.

**ANNEX I  
WITHDRAWAL FORM**

This form must be completed and sent if the Client wishes to withdraw the order processed on the \_\_\_\_\_ website, without exclusions or limitations to the exercising of the right of withdrawal set forth in these Sales T&Cs.

For the attention of PRO.HARP.TECH, 8 Rue du Bellay – la Chapelle Saint Florent - 49410 Mauges sur Loire

I hereby declare, through this document, withdrawal from the agreement ensuing from the order for the provision of services below:

- Order of .....(Date)
- Order number: .....
- Client's name: .....
- Client's address: .....

Client's signature  
*(Solely if this form is completed on paper)*