

Siam Finance SAS

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France

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1. DEFINITIONS

- “We”, “Siam Finance” or “7th Sense” include any company, brand or entity involved in the provision of goods sourcing that is directly or indirectly controlled by Siam Finance SAS.
- “Goods” or “Commodity” mean and include all products, material and creations sold by Siam Finance or 7th Sense, including but not restricted to furniture, design and decorative items, artificial flowers and artistic creations.

2. PURPOSE OF AGREEMENT

This Agreement defines the legal and commercial relationship between Siam Finance and the Customer and specifies the Customer's and our responsibilities in relation to the purchase and acquisition of our products. The Customer agrees to acquire our goods in accordance with the terms of this Agreement.

3. ACCOUNT CREATION

All new account requests have to be supported by the standard business information together with a bank slip. New customers without an account are subject to cash-in-advance payment terms after the issuing of a pro forma invoice provided by Siam Finance.

4. ORDERS AND PAYMENT

- 4.1 Customers and orders are subjected to the full agreement as stated in this contract.
- 4.2 The minimum purchase amount is split between small furniture and accessories. Regarding accessories, Siam Finance will proceed no order lower than 500 EUR. Concerning small furniture, the minimum purchase amount is 1,000 EUR.
- 4.3 Once an order has been taken and agreed by both parties, and upon the issuing of the pro former invoice, cancellation will not be accepted 30 days before the scheduled date of delivery.

5. PRICES

- 5.1 All prices are correct at the time of sale. However, Siam Finance reserves the right to adjust prices without prior notice.
- 5.2 Any additional third-party price adjustments, unknown at the time of sale, concerning shipping, transportation, customs or taxation regulations and/or conditions and having a material impact on prices will be transferred to the Customers on delivery.
- 5.3 All prices given are ex-facility prices. Any specific shipping solution required by the Customer is subject to an additional charge.

6. DELIVERY AND COLLECTION

- 6.1 Except where specified otherwise, all our prices are ex-facility prices. The Goods are delivered to Siam Finance's premises in Rungis, France. The Customer will make arrangements for the collection of the Goods.
- 6.2 Upon receipt of payment in full, the Goods may be collected within 15 working days or will be subjected to added storage costs.
- 6.3 Delays in delivery and availability of the products can in no way justify an order cancellation, payment of penalty charges or any delays in payment.
- 6.4 If the Goods are not collected after 45 days, the Goods are considered abandoned and become the property of Siam Finance, regardless of any prior payment made in full or part by the Customer.
- 6.5 On request, Siam Finance can arrange direct shipping from the warehouse to the Customer's premises. In this case, actual transportation costs are re-billed to the Customer upon delivery. The Customer will be responsible for arranging insurance and protection for their Goods.

7. CLAIMS AND RETURNS

- 7.1 It is the Customer's responsibility to inspect the Goods upon receipt for defects and reject any Goods that it finds to be defective. Returns of defective goods must be put in writing within 3 days of the receipt of the goods. Upon confirmation from Siam Finance, all defective goods must be returned to Siam Finance within 7 working days.
- 7.2 In order to be considered, any claim concerning quality of the products or services has to be sent to Siam Finance within 3 days of product collection or after receiving the Goods by mail post with acknowledgment of receipt. Any claim concerning a Commodity already used or already sold by the Customer shall not be receivable.
- 7.3 All correspondence should be addressed to:

Customer Care
Siam Finance
69, avenue de Segur
75007 Paris, France

8. PAYMENT

- 8.1 Concerning new accounts or clients placing order for the first time, please refer to paragraph 3: Account Creation.
- 8.2 For existing accounts, a deposit of 40% of the total amount is payable to secure an order. The remaining 60% is payable upon collection in Siam Finance's premises.
- 8.3 Payments are made to:

Siam Finance
69, avenue de Segur
75007 Paris, France

- 8.4 It is the Customer's responsibility to pay Siam Finance's invoices in accordance with the terms agreed between Siam Finance and the Customer.

9. PROPERTY CLAUSE

- 9.1 The Goods will at all time remain the property of Siam Finance until the Customer has fulfilled the entirety of its payment obligations.
- 9.2 Title of products passes from Siam Finance to the Customer upon the receipt of Goods from Siam Finance's premises. Loss or damage that occurs during shipping by a carrier selected by Siam Finance is Siam Finance's responsibility. Loss or damage that occurs during shipping by a carrier selected by the Customer is Customer's responsibility.

10. LIMITATION OF SIAM FINANCE'S LIABILITY AND INDEMNITY

- 10.1 Where on receipt and prior to using it the Customer finds any Commodity to be defective and promptly returns that Commodity to Siam Finance, Siam Finance will replace or repair the Commodity to remedy the defect. However, Siam Finance will not be liable to the Customer for any defect that the Customer later discovers but which it ought reasonably to have discovered by inspection at the time it received the Commodity.
- 10.2 Siam Finance will have no other liability whatsoever for any loss, expense, damage or injury arising directly or indirectly from any defect in the Goods however caused (including where resulting from the negligence of Siam Finance or its agents or employees) and all other representations, conditions and warranties whether express or implied by statute, common law or otherwise concerning the quality, condition, suitability or fitness for purpose or use of the Goods are excluded. In addition, Siam Finance will not be liable for:
 - any indirect or consequential loss (including loss of profit) suffered or incurred by the Customer arising from Siam Finance's failure to perform its obligations under this Agreement, its negligence or otherwise; and/or
 - late or non-delivery of Goods to the Customer, however arising including where resulting from the negligence of Siam Finance or its employees or agents.
- 10.3 The Customer will indemnify Siam Finance against any claims which may be made against Siam Finance or costs incurred by Siam Finance arising from use of the Goods by the Customer or any third party in breach of the terms of this Agreement or other than in a normal and proper manner.

11. GENERAL

- 11.1 Neither party will disclose confidential information about the other or its business to any third party unless the disclosure is ordered by a court.
- 11.2 The Customer may not assign its rights under this Agreement except with Siam Finance's prior written consent. Siam Finance may assign this Agreement to any other Siam Finance company.
- 11.3 Neither party shall be liable to the other party for failure to perform or delay in performing any of its obligations under this Agreement (other than an obligation to pay money) as a result of any circumstances outside its reasonable control including, without prejudice to the generality of the foregoing, failure of electrical, gas, water or steam supply, any act of God, flood, fire, accident, explosion, war, civil commotion, strike, or other industrial action or otherwise and any act of a third party, government or quasi governmental organisation.
- 11.4 The Customer agrees that for any liability related to the purchase of products or services bundled with the products, Siam Finance shall not be liable or responsible for any amount of damages above the aggregate EUR amount paid by customer for the purchase of products or services under this agreement.
- 11.5 This Agreement and any documents to which it refers set out the whole agreement between the parties relating to the purchase and acquisition of the Goods and shall replace any other Agreements previously entered into between Siam Finance and the Customer. No variation of this Agreement will be effective unless made in writing.
- 11.6 The invalidity in whole or part of any of the terms of this Agreement shall not affect the validity of any other term and all remedies available to either party for breach of contract are cumulative and may be exercised concurrently or separately.
- 11.7 No neglect, delay or indulgence on the part of Siam Finance in enforcing the terms of this Agreement will prejudice its rights under this Agreement or be construed as a waiver of those rights.
- 11.8 Any notice or other communication to be given by one party to the other may be sent by first class pre-paid post (in which case it will be deemed to be given two business days after the date of posting) or sent by fax (in which case it will be deemed to be given when despatched, subject to confirmation of uninterrupted transmission by a transmission report) in each case to the address of the other party stated in this Agreement, subject to any change of address notified by one party to the other.

12. DISPUTE

This Agreement shall be governed by and construed in accordance with French law and shall be subject to the non-exclusive jurisdiction of the French Courts.

13. CONTACT

For any question of further information regarding these terms & conditions, for comments or complaints on our products, our marketing or our website, please email us at customer.care@siam-finance.com.