GENERAL SALES CONDITIONS

Applicable from 06/11/2023

Between :

L'Association Meublation, association loi 1901, domiciled at 1 rue de la Libération in Jouy-en-Josas (78350) and represented by Hortense Franchon.

Hereinafter referred to as Meublation.

AND :

The User who entrusts his goods to Meublation, in order for Meublation to sell these goods to another User.

Hereafter referred to as "the Seller".

AND :

The User who purchases goods offered by the Seller through Meublation.

Hereafter referred to as "the Buyer".

Introductory clause

All students of the Grande Ecole of HEC Paris have the possibility of taking a sabbatical year, either personal or professional, to develop their skills.

During this year, the students concerned leave the campus and therefore their accommodation, without knowing what to do with certain goods they have acquired to furnish it. In addition, some foreign students settle on campus for just one year and don't know what to do with the property they acquired during their stay in France. All too often, these items end up in the garbage can.

With sustainable development in mind, and to compensate for the lack of a satisfactory, affordable moving solution for students without means of transport, Meublation has developed a series of services to sell and/or acquire goods at a moderate price.

Clause 1: Definitions

Buyer: means a Customer purchasing one or more Goods offered by Meublation.

Goods: means either :

- any item of furniture deposited with Meublation by a Seller in order to be sold to a Buyer through Meublation,
- any item of furniture entrusted to Meublation,
- any item of furniture entrusted to Meublation to be rented.

GSaC: means these general terms and conditions of service for the sale of Goods.

Customer: refers to any student using one of Meublation's services.

Delivery: means the act whereby the Customer entrusts Goods to Meublation for storage in the storage space managed by Meublation.

Storage Space: refers to the shared storage spaces on the HEC Campus located at 1, rue de la Libération - Bâtiment B1, and the containers.

Site: refers to Meublation's website: www.meublation.com

User: refers to any person visiting the Meublation website.

Seller: means a Customer who entrusts one or more Goods to Meublation in order for Meublation to sell these Goods to another student.

Clause 2: Purpose and scope of application

These general terms and conditions of sale (GSaC) form the basis of commercial negotiation and are systematically sent or given to each User (Buyer or Seller) to enable them to benefit from Meublation's services.

The general terms and conditions of sale described below detail the rights and obligations of Meublation and its customers in connection with the sale of the following Goods: furniture and household appliances. Goods falling outside these two categories may not be accepted for sale. They may, however, be donated to associations in the areas provided for this purpose on the HEC Paris campus.

In addition, Meublation may, at its discretion, refuse any item that may present security problems.

Any acceptance of the transfer form or reservation of a time slot for the purchase of a Good to be completed via the Site, including the clause "I acknowledge that I have read and accept the general terms and conditions of sale attached hereto" implies unreserved acceptance by the Buyer and the Seller of these general terms and conditions of sale. The GSaC can be printed and downloaded on a durable medium.

Clause 3: Site accessibility

The Site is intended solely for persons who meet the conditions necessary to obtain User status, i.e. to be (and not to have been) a student at HEC at the time of transfer. Any access or use of the Site by a third party is strictly forbidden. By accessing or using the Site, you represent and warrant that you meet the User requirements.

The Site is accessible 24 hours a day, 7 days a week, except in the event of interruption, whether scheduled or not, for maintenance purposes or in the event of *force majeure* as defined by French case law.

Any interruption of the Site, for any reason whatsoever, shall not entail any liability on the part of the Site and shall not give rise to any indemnification or compensation.

Clause n°4 : Prices

The prices of the Goods sold are those in force on the day of collection from the container. They are set by the Seller and appear on the Site next to the photo of the Good sold. They are denominated in euros. Only the commission is subject to 20% VAT. The Seller is informed that Meublation charges a commission of 10%, rounded up to the nearest euro, on the sale price.

Meublation reserves the right to unilaterally modify the prices of items that have been unsold for more than one year, by a reduction of 50% to 100% of the price initially set by the Seller. This new price will be the price applied at the time of collection from the container.

Clause n°5 : Terms of payment

Payment is made by the Buyer to the Seller via the Revolut application or by check at the time of purchase. Payment of the 10% commission is made by the Buyer to Meublation by credit card or by check at the time of purchase.

Payments will be made under the following conditions:

The Seller agrees to have a verified Revolut account. The absence of a verified Revolut account will result in the impossibility of payment for the Good and therefore the withdrawal from the sale of all Goods deposited by the Seller. The Seller will be notified of this state of affairs and will have a period of three (3) months to have his account verified. After this period, if the problem has not been resolved, the Seller will be obliged to come and recover his Goods at his own expense. If, after one (1) month, the Seller has not recovered the Goods, Meublation shall be free to dispose of them. They may be given away or sold on its own account.

No discount or rebate will be granted on the prices quoted.

No discount will be granted for early payment.

Clause 6: Transfer of ownership and risks

The Buyer immediately becomes the owner of the Good and, consequently, the risks associated with the Good are transferred to the Buyer, who must immediately assume them.

If the Buyer notices a defect on the purchased Good, he/she has three (3) working days after the purchase to notify Meublation, who will proceed to a full refund of the purchase price. Damaged goods will be returned to Meublation, who will notify the Seller. The Seller will have one (1) month from this notification to reimburse Meublation for the amount received for the sale of the Good.

If after two years, a Good entrusted by a Seller to Meublation has not found a buyer, it becomes the property of Meublation, which may sell it on its own account or give it away as it sees fit.

Clause n°7 : Refusal of goods

Meublation reserves the right to refuse Goods offered by a Seller if the Goods are in poor condition, damaged, too insignificant or dirty. This decision is at Meublation's discretion.

Clause 8: Collection of Goods by the Seller

Goods are deposited with Meublation to be sold and not simply stored. Accordingly, if a Seller wishes to retrieve unsold Goods from Meublation, the Seller shall pay Meublation the sum of 10€ per Good upon collection of the Goods, as compensation for the storage of the Goods by Meublation.

Clause n°9 : Cessation of Meublation's activity

If Meublation ceases its activity, the Seller will be notified by e-mail to the address indicated on its customer account.

After this notification, the Seller will have a period of one (1) month to retrieve, if he wishes, the Goods deposited for sale with Meublation.

After this period, and in the absence of any demonstration by the Seller of its desire to recover its Goods, the Goods deposited will, depending on their condition, be given away or discarded.

Clause 10: *Force majeure*

Meublation may not be held liable if the non-performance or delay in performance of any of its obligations under these terms and conditions is due to *force majeure. Force majeure* is defined as any external, unforeseeable and irresistible event within the meaning of article 1148 of the French Civil Code.

Clause 11: Modification of the GSaC

The site reserves the right to modify these GSaC. Should this be the case, Sellers and Buyers will be informed by sending an e-mail to the e-mail address registered on the platform at least one month before the new GSaC come into force.

For current transactions, the applicable GSaC will remain the GSaC validated at the time of form validation.

Clause 12: Personal data and cookies

12.1 Personal data

The Seller and Buyer undertake to provide accurate information concerning their postal address and e-mail address, which will be used as references for the direct debit. The Seller and Buyer also agree to inform Meublation of any changes to this information.

The personal data provided by the Seller and Buyer will be stored in data files belonging to Meublation, which will retain ownership of the data. This data is necessary for the performance of the Agreement within the meaning of Article 6.1.b of the General Data Protection Regulation (RGPD).

It will be stored and processed by Meublation, in its capacity as data controller, for the duration of the storage contract and three (3) years after its expiry.

In its capacity as data controller, the Site undertakes to take all the organizational and technical measures and precautions necessary to preserve the security and confidentiality of the personal data it processes, and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties. Data will also be used for purposes of communication, market research and individualized electronic information campaigns concerning products and/or services offered by Meublation.

In accordance with Articles 15, 16, 17, 17, 17, 18, 20 and 21 of the French Data Protection Act (*loi informatique et liberté*) updated with regard to the RGPD, the user has the right to access, rectify or delete his or her data, or to limit the processing thereof, as well as the right to object to the processing and the right to data portability. To exercise these rights, the renter must send a letter or e-mail to association.meublation@hec.edu.

12.2 Cookies

Meublation uses several types of cookies on the Site.

Cookies are small tracking devices or text files placed on the browser (computer or other) when visiting a website. Cookies enhance the user's experience on the Site by recording that they have previously visited the Site. Cookies are also used to provide personalized advertising.

These cookies are installed on the first visit to the Meublation site, but only with prior consent, which will be given if the Seller and Buyer continue to browse the site after the cookie banner appears.

The Seller and Buyer may deactivate the installation of cookies on his/her equipment by modifying the settings of his/her browser accordingly. Most browsers explain how to stop accepting new cookies, how to be notified when a new cookie is received, and how to disable existing cookies. The Seller and Buyer can consult and obtain details specific to his browser by visiting http://www.allaboutcookies.org.

The purpose of the cookies used is to store basic information such as identification. Under no circumstances are data such as bank details or passwords stored.

Clause 13: Applicable law and jurisdiction

Any dispute relating to the interpretation and execution of these general sales conditions is subject to French law.

In the event of a dispute concerning the GSaC, their interpretation and/or any use of the site, with a consumer, within the meaning of the introductory article of the French Consumer Code, the consumer may refer the matter to the Consumer Mediator, under the conditions laid down in provisions L611-1 et seq. of the French Consumer Code.

If no agreement is reached within the framework of this procedure, the dispute will be brought before the court of jurisdiction of the defendant.