



General Terms and Conditions of Sales

Preamble:

These General Terms and Conditions of Sales (« Conditions ») govern the contractual rights and obligations between Boby Sàrl and his customers. Boby Sàrl is authorized to modify or complete his Conditions at any time.

Orders and delivery:

Our offers are non-binding. Oral or over the phone agreements are not valid until written confirmation from our side. The applied price is the price valid on the date of delivery. It is the customer's responsibility to check the current prices.

Alterations or cancellations of an order by the customer are subject to a written agreement by Boby Sàrl and can be made within 7 days. After this allotted time, involved costs can be invoiced by Boby Sàrl.

Delivery shall be carried out by The Swiss Post at the customer's own risks. We reserve the right to send the orders against payment upon delivery.

In case of delivery perturbations following circumstances beyond Boby Sàrl's control, such as strikes, loss of material, unavailability of delivering from our supplier or transportation problems, Boby Sàrl is authorized to cancel confirmed orders. The customer has the right in this case to be reimbursed for the amount he already paid. No damages can be claimed by the customer.

Price:

The released sale prices (except for wholesalers) of Boby Sàrl's products are valid for :

- Switzerland and Liechtenstein : VAT, packaging and postage are included.
- Outside Switzerland : packaging included, Swiss VAT exemption but VAT of the receiver country as well as postage are due by customer.

Product prices as well as other costs are invoiced according to prices valid on the date of order confirmation. Boby Sàrl is allowed to modify its price list at any time without prior notice.

Prices list for wholesalers does not include VAT. Postage costs are due by wholesalers.

Terms of payment:

Final customers must pay cash. Payment can also be made on Boby Sàrl's postal account prior to delivery.

Retailers must pay within 30 days from the invoice date. A 2% discount is allowed if payment is made within 10 days. A 30% installment shall be requested to all new retailers at the time of order.

Return policy:

No exchange of products shall be accepted without Boby Sàrl's prior written agreement. A product return is made to the customer's cost and responsibility. Product must be returned in its original packaging.

Claims:

Claims shall be considered within 15 days following the date of product delivery. Potential defects do not withdraw the customer's obligation to respect the agreed terms of payment. Except for further delivery of defect-free items, all rights, particularly those related to damages, are formally excluded.

Reservation of ownership:

Boby Sàrl remains the owner of all merchandises until full payment as stated by contract. Boby Sàrl is authorized to enter a reservation of ownership and notify it to the appropriate register until full payment of delivered merchandises. The customer is committed, upon immediate request, to give his written consent to Boby Sàrl for the registration of a



reservation in ownership (see art. 4 par. 4 of Swiss Federal Court Regulations). Also, in case of late payment, the seller reserves the right to cancel the contract and to request all merchandises to be returned. A summons shall be issued once the 30 days of payment notice is over, even in case of partial payment.

Warranty:

There is a 2-year warranty on products beginning on the date of delivery, only valid on manufacturing defects. Warranty does not cover improper use, wearing damage or violent use. Warranty does not apply to commercial use.

Liability:

In no event shall Boby Sàrl be liable for accidents occurring during the use of its products. Each user must have his own insurance cover.

Governing law and jurisdiction:

Should a clause in this document not be certified, the clause would still be valid. Any other situation not mentioned in this document shall be governed and enforced according to the Swiss law. Should a dispute not be settled through amicable arrangement, the dispute shall be initiated exclusively before the competent court in Lausanne – Switzerland. The court shall proceed in French.

Only the French version of these Conditions shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

Morrens, Switzerland, 12/1/2007