

General terms and conditions of sale

1- Overview: ATD – Boospa, SARL Capital: 10 000€ RCS 514 084 789 NANTES. Head office: 3 IMPASSE SIRIUS 44470 CARQUEFOU FRANCE. These terms are written in English in their original version which can be used as evidence and prevail over every other versions. The following terms apply to all sales that can be delivered within the European Union as from the 1st of September, 2002. They prevail over any other purchase terms and conditions and over every any other documents, whatever the terms are; every order addressed to BOOSPA involves the full and unreserved acceptance of the BOOSPA price list and the general terms of business.

2- Price: All prices are shown in EURO with VAT included at the current rate. If the rates are subject to change, increase or decrease, these changes could have an impact on product prices. Prices, without indication of the contrary on the website, include free-delivery. All orders are payable in Euros no matter from where they are made.

3- Payment: Payments can be made by the following methods: credit-card (with the Crédit Agricole and the Banque Populaire online protection solutions), the protected payment system PAYPAL, bank transfer or bank cheque in Euros from banks located in Metropolitan France. For other payments, please contact us directly. Receipt for cheques are made upon reception.

4- Product description: All of our products are described in detail. If an error is made, we cannot be held responsible. A transaction undisputed over a period of one month cannot lead to a complaint, unless it is part of a guarantee.

5- Transportation and delivery: Spas, gazebos and other custom-made products have delivery period of usually 8 to 12 weeks from the date of purchase. The delivery period are given for information purposes only and if they are not respected it cannot in any case lead to cancelling an order or payment of damages. Products are delivered to the address you chose during the ordering process. Every product must be received in the presence of the delivery man and its contents must be checked before signing the delivery slip. You must write down every concern or problem regarding the delivery on the delivery slip and add your personal signature. You also have to reaffirm this to the transportation company under two working days after receiving your order and then carbon copy the mail contents to BOOSPA. If the products have to be sent back, they have to be sent within two days after the delivery was made. Every complaint made outside of this period will not be accepted. A product return will be accepted only for products still in their original state (packaging, accessories, instruction manuals, etc.) In the case of a damaged or incomplete order, you must write down the problems on the delivery slip (compulsory) and contact us as soon as possible. If there is no delivery slip, you must refuse the parcel and contact us directly. In case of a delay in delivery, we absolve ourselves from all responsibility. We reserve the right to change transportation fees according to the fees offered by our transportation service providers, especially for deliveries to Corsica and to other European Union countries. Our transporter commits himself to preserve the integrity of the parcel's contents, including a compensation for us in the case of lost or damaged contents. If you think that your parcel is damaged, you first have to refuse the parcel upon delivery and let us know by contacting us at: www.customer.boospa.com. Indeed, refusing the parcel is the only way for us to get the repayment of the merchandise from the transporter. On the contrary, if you accept a damaged parcel, we have no chance at getting compensation. We can therefore not cover the costs for the replacement of your product.

6- Withdrawal period: You (private individuals only) have a withdrawal time of 7 (seven) days determined by law counting from the date of delivery to return the products. You do not need to provide justification and the products must be returned at your own expense. Once this period is over, every complaint will be considered as non-existent. Every article that has to be exchanged or refunded has to be returned to BOOSPA under two working days from the receipt of the return approval from BOOSPA, the postmark is therefore evidence. The products must be returned to BOOSPA in their original state (packaging, accessories, instruction manuals, etc.), duly sealed and must correspond to the products in your invoice. Every damaged article, showing wear and tear, installation attempts, looks used, that has been in contact with water or chemical products, that is incomplete or whose original packaging is damaged will neither be taken back, nor exchanged or refunded. The custom-made products, such as canvas sheets and covers will neither be taken back, nor exchanged or refunded. Every order cancellation request must be addressed to BOOSPA through the website's "contact" section and confirmed within 24 hours by a registered letter with an acknowledgement of receipt to the following address: BOOSPA – Service client – 3 impasse Sirius Z.I. Vega 44470 CARQUEFOU, FRANCE. Every order cancellation request made by e-mail or phone will not be taken into account by BOOSPA.

7- Guarantees: Customer benefits are in compliance with the law, the following the legal guarantee

dispositions related to hidden vices after full-settlement of an order. The conditions and period of guarantee are indicated on the information form of each product on BOOSPA. Except for certain cases, products are guaranteed for 12 months. The repairs made under guarantee do not extend the period of guarantee. The seller's guarantee is limited to repair, replacement or repayment of the merchandises' value recognized as damaged by the seller. No product rental will be made for the replacement of a damaged product. The guarantee does not cover the labor, disassembly and transportation fees unless it is specifically indicated by BOOSPA. The guarantee of the products called "spa" or "Jacuzzi" cover the costs of replacing defective parts. The eventual replacement of parts can only be done after approval by the manufacturer and after BOOSPA's approval for the replacement of the product units. This replacement is carried out within the limits of the guarantee's ceiling determined by this article and after applying of a dilapidation of 1% pro month of use, calculated on the purchase price excluding tax applied on the given part. The effects of irregular wear and tear, unsuitable use, carelessness, bad fitting or handling, used with parts non-compliant with the manufacturer's technical specifications, bad storage, bad wiring and every other manipulation or transformation made to the equipment by a given person cannot be subject of a guarantee request. Wear caused by chemical maintenance products, the effects of an unsuitable water treatments, extended sun exposure cannot be the subject of an appeal in guarantee. The guarantee on electrical equipment is only valid if the product is fitted by a registered electrician. Some materials and equipment sold by BOOSPA must be installed by a professional or a registered fitter in order to benefit from manufacturer or constructor guarantees. As a result, the customer has to make sure, before fitting, that the material can be installed or even started by a non-professional. Generally speaking, this type of information is explained in the assembly instructions, the user manual or the guarantee voucher given with the product. No return will be accepted without preliminary authorization from BOOSPA. All fees and risks linked to the return of the product are under the buyer's responsibility. Are also excluded from the guarantee: common maintenance, accessories and consumables, esthetic defects, products that need specific assistance and maintenance.

7.1- Complaints and after-sale service: For every complaint, we suggest you contact our after-sales service by going to www.customer.boospa.com. All complaints relative to defects found in delivered products, to errors made in product quantities or wrong product references when compared to the order or invoice must to be expressed to the seller under a 48h period from receiving the products. Without forgetting, if the packaging looks damaged or opened, in accordance with article 5, a formal complaint must be made against the delivery company, without this complaint the buyer's complaint will not be taken into account.

7.2- Covering shipping costs: Under guarantee, and with confirmation from the after-sale service, the shipping costs for the return of products under two months after purchase are compensated by the creation of discount vouchers. The latter is calculated on the normal cost of a return for a pre-paid Coliposte from La Poste. The discount voucher is valid for a period of 3 months.

7.3-Repayment: During the legal period of 7 (seven) legal days, products returned to BOOSPA will be first checked then reimbursed under a period of four weeks after accepting the return of a given product except when the product was purchased with the 3 interest free installments cash card option. Certain articles may require an thorough check because of their technical nature. That is why this period may be extended to 6 weeks. The return fees remain at the customer's charge and will not be reimbursed by BOOSPA. Customer return their ordered products at their own risk. A 10% to 30% discount depending on the condition of the reconditioned product, calculated according to price of purchase of the given product, can be applied by BOOSPA in the case of a resale after an agreement is reached between the customer and BOOSPA that the product is not in a brand new condition (damaged article, showing wear, installation or use traces, incomplete, damaged packaging, etc...). BOOSPA reserves the right to refuse every damaged parcel or whose original packaging is damaged, incomplete or lost. The parcel's delivery charge will not be reimbursed to the customer, only the ordered product featuring on the order will be reimbursed by BOOSPA. BOOSPA will be able to, in the case of a return of a product not suitable for resale (damaged article, showing wear, installation or use traces, incomplete, damaged packaging, etc...), charge the buyer for the reparation of the product and for the cost of replacing this damaged product. Every reimbursement of products returned within the legal period of 7 days, that BOOSPA is responsible for, will be done either in the form of a discount voucher usable on our website or by bank cheque or re-credit of the cash card used for the order. Every used product or returned product after the legal period of 7 (seven) days planned by the law will exclusively be repaid in the form of a purchase voucher usable on our website after a thorough check of the returned goods and after definitive agreement with BOOSPA. This discount voucher will not be repaid against its cash value. In all cases, BOOSPA will communicate to the customer at the moment of the attribution of this discount voucher by e-mail: the validity period and the value of the voucher.

8- Applicable law: The present contract is subject to French law. The language of the present contract is English. In the case of dispute, the NANTES court (44-France) will be competent.

9- Lead time: The lead times stated match the average time it takes for order processing and delivery.

10- Title retention clause: Products remain the property of BOOSPA until the full cost of the order is covered by the customer. Until this moment, the delivered material is considered as property of BOOSPA and the buyer accepts the risks of damaging this product and the problems it can lead to. Notwithstanding any clause to the contrary in the case of non-payment from the buyer at one of the payment deadlines, BOOSPA without damaging its rights, can have returned, after sending a registered letter, the full return of the products that have not been fully paid by the buyer until the full cost of the order has been covered.

11- Responsibility: All products on sale comply with the applicable French legislation and to the standards of the French territory. Photographs, texts, styles, information and characteristics illustrating the products for sale are not contractual. Therefore, BOOSPA shall not be held liable in the case of a mistake or default found in the description of one of the services offered or in the case of a modification of the products' characteristics by the supplier. BOOSPA cannot be considered as responsible for the non-fulfillment of a contract due to a case of shortage of stock or a product's unavailability because of a case of absolute necessity, disturbance or all-out or partial strike in particular postal services and means of transportation and/or communication, fires and floods. Total or partial inability to use any products, notably due to equipment incompatibility, is not the responsibility of BOOSPA nor does it constitute a valid reason for any compensation or refund until the full-settlement has been covered by the customer. Until this date, the delivered material is considered as property of BOOSPA and the buyer accepts the risks of damaging this product and the problems it can lead to. Notwithstanding any clause to the contrary in the case of non-payment from the buyer at one of the payment deadlines

12- Personal data: BOOSPA commits itself not to disclose any personal information that you give us. Your personal details are always confidential. You have the right to access, correct and delete any of your personal data (Article 34 of the Act n°78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties).

To exercise this right, please contact us.