

Terms and Conditions of Sale

1. Scope

These Terms and Conditions of Sale (T&Cs) apply to all sales agreements concluded between **SAS Yesterday** (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer").

By placing an order, the Buyer fully accepts these T&Cs without reservation. Any conflicting terms in documents issued by the Buyer shall not prevail over these T&Cs.

2. Orders

2.1 Order Confirmation

- All orders are final and binding upon signature by the Buyer.
- Orders are subject to the Seller's production and procurement capabilities.

2.2 Cancellation and Modification

- Cancellation or modification requests must be sent by registered mail with acknowledgment of receipt or by fax within 10 days of the order date.
 - After this period:
 - Cancellations will incur a penalty of 40% of the total order amount (including taxes), payable within 15 days.
 - A late cancellation fee of €100 per day will be applied after this period.
 - Modifications requested beyond this period will only be considered with the Seller's written approval.
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3. Pricing and Payment

3.1 Pricing

- Prices are quoted Ex-Works (EXW) and do not include shipping costs unless expressly agreed otherwise in writing.

3.2 Payment Terms

- Payments must be made in accordance with the terms stated on the invoice.
- In the event of late payment:
 - The Seller reserves the right to suspend all pending orders.
 - A late payment fee of €100 per day will apply, in addition to statutory interest, in accordance with **Article L. 441-10 of the French Commercial Code**.

3.3 Retention of Title

- In accordance with **Law No. 80-335 of May 12, 1980**, goods remain the property of the Seller until full payment of the price is received.
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4. Shipping and Delivery

4.1 Delivery Terms

- Deliveries are made based on the Seller's availability.
- Delivery times are indicative and do not entitle the Buyer to damages or the right to withhold payments.

4.2 Inspection and Acceptance

- Goods are deemed accepted as soon as the Buyer signs the carrier's delivery receipt.
 - Any visible damage must be noted upon receipt and confirmed by registered mail with acknowledgment of receipt within 48 hours.
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5. Returns and Claims

- Any claims regarding non-conformity or visible defects must be submitted within 48 hours of receipt by registered mail with acknowledgment of receipt.
 - No returns will be accepted without prior written approval from the Seller.
 - The Buyer is responsible for all return shipping costs.
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6. Specific Conditions

6.1 Sale or Return (SOR) Terms

- Orders placed under SOR terms are due at the end of the markdown period.
 - The Buyer must notify the Seller of their markdown schedule and obtain written approval.
 - All costs and responsibilities associated with the return of goods under SOR terms are borne by the Buyer.
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7. Liability

- The Seller shall not be held liable for any indirect or consequential damages, such as loss of business or commercial loss, arising from the execution of an order.
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8. Dispute Resolution

- Any dispute arising from these T&Cs shall fall under the exclusive jurisdiction of the Commercial Chamber of the **Paris District Court ("Tribunal de commerce de Paris")**, as agreed by the parties in accordance with **Article 48 of the French Code of Civil Procedure**.
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9. Legal Provisions

9.1 Data Protection

Personal data collected as part of order processing is handled in compliance with the **General Data Protection Regulation (GDPR)**. Buyers have the right to access, rectify, and delete their data by contacting the Seller.

9.2 Governing Law

These T&Cs are governed by French law.