

GENERAL TERMS AND SALES CONDITIONS
OF BIGTILT PLATFORMS

These general terms and conditions of sale (hereinafter the "**GTC**") apply without restriction or reservation to all sales concluded by **WELLPUTT USA** Inc, 1200 Brickell Avenue, Suite 1960, Miami FL 33131, and any individual or legal entity wishing to acquire the products offered for sale and customizable by the Seller for strictly professional purposes (hereinafter referred to as the "Buyer"), (hereinafter, individually a "Party" and collectively the "Parties"), and more specifically the putting training platforms (hereinafter, the "**BIGTILT**" or the "**Product(s)**") presented on the website <http://us.wellputt.com> or remotely by one of the WELLPUTT consultants.

Seller and Customer are respectively referred to as the "**Party**" and jointly referred to as the "**Parties**" in these GTC.

By the mere fact of validating his order via the contact email, the Customer declares to have read, understood and accepted without reserve the terms of the said order as well as the entirety of these GTC.

The Seller also offers other products for sale, namely, a range of standard products as well as a range of customizable products, each of which is subject to its own terms and conditions of sale. The present terms and conditions only concern the putting training platforms (BIGTILT).

ARTICLE 1. DEFINITIONS

"**Customer**" refers to the non-professional or consumer who has placed an order for a BIGTILT;

"**General Terms and Sales Conditions**" or "**GTC**" means the present general conditions of use and online sales;

"**Consumer**" means the buyer who is a natural person and who is not acting for professional purposes and/or outside of his professional activity;

"**Parties**" refers to both the Seller and the Customer;

"**Product**" or "**BIGTILT**" indicates the platform BIGTILT being able to be the subject of an appropriation, object of this sale contract. It is a putting training platform that simulates the slopes of real golf course greens, accompanied by a projector that illuminates the platform to give the user the most accurate trajectory. The platform is controlled by means of an application;

"**Company**" or "**Wellputt**" means WELLPUTT USA, as more fully described in the heading of this document;

"**Order**" means any order placed by the Customer via an Order Form or email;

"**Site**" designates the Internet sites offering the BIGTILT for sale;

"**User**": Any person who will use the BIGTILT platform.

ARTICLE 2. PURPOSE OF THE CONTRACT

The purpose of these GTC is to define, throughout the world, the rights and obligations of the Parties arising from the sale of the BIGTILT, whether offered on the Site or by any other means of distance selling offered by WELLPUTT sales representatives, sales agents, resellers or distributors mandated by WELLPUTT. They specify, in particular, the conditions for ordering, payment, delivery, installation and management of any returns of the BIGTILT ordered by the Customer.

The present GTC are systematically communicated to the Customer as soon as the information is obtained from the Seller, they accompany the Order Form and the price list given to the interested Customer. They are accessible at any time to any person who wishes to obtain information and who requests it. Any Customer who has placed an order undertakes to comply, without restriction or reservation, with these GTC. The Customer is required to read them before placing an Order. The validation of the Order by the Customer implies the Customer's full and unreserved acceptance of the GTC.

WELLPUTT reserves the right to modify these GTC at any time. In the event of a subsequent amendment to the GTC, the version applicable to the Customer's purchase shall be the one in effect on the date of placing the Order. Validation of the Order by the Customer shall be deemed to be unconditional acceptance of and full and prior acceptance of the GTC.

ARTICLE 3. LEGAL CAPACITY

In order to place an order with WELLPUTT, it is imperative that the Customer be of legal age and capable, i.e. legally considered authorized to enter into a contract. The Customer acknowledges that he/she has the required capacity to enter into a contract and to purchase the BIGTILT.

ARTICLE 4. PRODUCTS

The Products offered for sale are those described on the Site on the day the Customer consults the Site, or remotely by the Seller on the day the information or order is taken, within the limits of available stocks. These indications are updated regularly.

The products available for sale are represented by high-quality photographs and graphics and are accompanied by a description of their characteristics.

WELLPUTT takes the utmost care to indicate on the Site the main and essential characteristics of the BIGTILT and in particular its specifications, illustrations and capacity indications as accurately as possible. In accordance with its duty to provide pre-contractual information, WELLPUTT undertakes to provide as many details as possible in order to inform the Customer prior to his purchase. It is the responsibility of the Customer to take this into account before placing an order.

ARTICLE 5. CONTACT AND QUOTATION

Customers who wish to place an Order for a BIGTILT or simply to obtain information concerning this Product may contact WELLPUTT at the following email address bigtilt@wellputt.com, which they will also find on the Websites. During the contact process, the Seller undertakes to provide the Customer with all the information required to make a choice. After the contact, the Seller sends, by email and as soon as possible, to the Customer a quotation including all the customer's requests with the price list and the present GTC. The estimate is valid for 1 month.

ARTICLE 6. ORDER

6.1 - Prior information

Prior to any order, the Parties will discuss the location of the Product. The Customer undertakes to give formal and precise information on the environment in which the Product will be installed.

The Customer undertakes to bring the place (and its characteristics) that will host the BIGTILT into conformity with the indications given by the Seller which are necessary for a good installation, if he wishes to order the Product.

The Customer shall also provide the Seller with information concerning the delivery and installation of the Product.

The Salesman also ensures that the Customer has a digital device with the iOS format and informs the Customer that only this format makes it possible to use the application BIGTILT PRO MAX making the BIGTILT function.

In the event of error on the given information, or in the event of nonconformity of the surface, if the Customer wishes to nevertheless buy the Product, the Salesman is not held responsible in any way for the bad installation or the impossibility of installing the Product and of using it. Moreover, the Seller reserves the right to stop the installation or to have it stopped either permanently or for the time necessary for the Customer to bring the location into conformity. If the Customer refuses to comply, the installation of the BIGTILT will be cancelled. The BIGTILT shall then be retained by the Customer. Customer shall be liable for any unforeseen costs that may arise from complications.

Once the Seller has reviewed all of this information and considers that the order for the BIGTILT is feasible and that this Product is suitable for the Customer's desired installation location, the Seller shall take the Order. The Seller reserves the right to refuse to take an order if it considers that the project is not feasible or that the installation conditions do not allow for the proper use of the Product.

6.2 - Order

Once the Order has been placed and payment has been made, the Customer will receive confirmation of the Order by e-mail. This confirmation shall summarize the Order as well as relevant information concerning delivery and installation.

The placing of an Order shall constitute the conclusion of a distance selling contract between the Seller and the Customer. The sale shall not be considered final until the full price has been received. For any questions regarding the processing of an Order, the Customer may contact WELLPUTT.

ARTICLE 7. PRICES AND TERMS OF PAYMENT

7.1 - Price

The Products shall be supplied at the prices in force on the Order Form at the time the Order is registered by the Seller, subject to the availability of the Products. The final amount of the Order shall vary according to the options chosen by the Customer.

The prices of the Products are indicated in dollars. All quoted prices in effect on the purchase order date (unless quoted otherwise) or date of completion if shipment is deferred on Buyer's instructions, are Ex Works Origin (EXW Origin) unless specified, and are subject to change without notice. Prices do not include sales taxes, customs duties, or other taxes. Any such tax that Company is required by law to collect, will be added to the invoice price.

The prices indicated do not include delivery and installation costs, which shall be invoiced in addition, in accordance with the conditions indicated by the Seller and calculated prior to placing the Order. The payment requested from the Customer shall correspond to the total amount of the purchase, including the costs.

An invoice will be generated for the Customer upon request.

The Seller reserves the right to modify the prices of the Products displayed on the Web site and the Price List. In any event, the Products shall be invoiced to the Customer on the basis of the prices in force at the time the Order is confirmed.

7.2 - Terms of payment

Orders are payable in US Dollars or Euros. If the customer's local currency differs from the currency in which prices are displayed on the Site, the customer's bank will apply the exchange rate in effect on the date of the order (unless a different rate is applied at the discretion of the customer's bank).

In order to reserve the Product, the Customer must pay 60% of the total amount due at the time of the Order. The Seller shall then determine with the Customer and the carrier a date for the pick-up of the Product for delivery. As soon as the pick-up date is known, the Seller shall transmit it to the Customer. **The remaining 40% of the price will be paid 5 days at the latest before the date of taking charge for the sending of the BIGTILT given by the Seller.** If the latter does not receive the payment 3 days before this date of sending, the Seller reserves the right not to send the Product. It will wait in this case to receive the payment to envisage a new date of delivery with the conveyor. The Seller does not offer the Customer to pay the amount in installments.

Payment for the BIGTILT shall be made by bank transfer or Credit Card. WELLPUTT's bank details will be provided to the customer with the purchase invoice.



The Customer warrants to the Seller that he/she is fully authorized to use the means of payment chosen for the payment of his/her Order and that such means of payment legally provides access to sufficient funds to cover all costs resulting from his/her Order. The Company shall not be liable for any fraudulent use of the payment methods used.

Payments made by the Customer shall not be considered final until the Seller has received the amounts due. In addition, the Seller reserves the right, in the event of non-payment of all or part of the Order and in general in the event of non-compliance with the above payment terms, to suspend or cancel the delivery in progress made by the Customer. The Customer shall not be charged any additional costs beyond those incurred by the Seller for the use of a payment method.

ARTICLE 8. DELIVERY

Delivery shall consist of the transfer to the Customer of the physical possession of the BIGTILT (hereinafter, the "Delivery"). The BIGTILT is delivered in a single box in separate pieces, and includes the operating instructions, the assembly instructions in paper and digital format that the Seller sends to the Customer upon receipt of the Product.

8.1 - Delivery area and address

The BIGTILT is available everywhere in the world. The Customer is responsible for the accuracy of the information provided in the Order. In the event that the Customer's contact information is incorrect (in particular, the Customer's first and last name, street name and number, postal code, city name, telephone number or e-mail address), WELLPUTT shall not be held liable for the failure to deliver the Order. The Customer shall be responsible for paying the costs of redelivery in the event that the Order is returned due to an error in the address.

8.2 - Providers and Delivery Prices

The BIGTILT may be delivered to the Customer's premises, i.e., where it is intended to be installed, due to the size of the crate, or to the installation company designated by the Customer.

Customer agrees to provide Carrier with as much information as possible to facilitate Delivery. The Seller asks the Customer to provide all information enabling the Carrier to deliver the goods (presence of floors, stairs, exterior, interior, etc.).

The Customer may ask the Seller at any time for the order tracking number to obtain information on the progress of the delivery.

The delivery charges applied to the Order shall depend on the Order and the transportation costs for each delivery. Once the Customer has provided its contact information, including the shipping address, the Seller shall request a quote from various shipping companies and shall apply the estimated shipping cost directly to the commercial proposal.

The delivery costs of a quote will be updated according to the rates announced by the carrier at the time of shipment.

8.3 - Delivery

After having assessed the production time, the Seller defines a delivery date with the carrier. Due to the specificity of the Product, the Customer must be available on the day of delivery to receive the box containing the BIGTILT, or to organize the reception with the installation company. The Customer acknowledges that the Delivery is considered completed when the package is handed over directly to the Customer or the installation company, with the Carrier's proof of Delivery as proof.

Once the Product is picked up, the delivery time may be slightly longer when the Products must be delivered to areas with difficult access, during seasonal or peak periods, when there are difficult weather conditions or unforeseen circumstances. The Seller undertakes to do its utmost to deliver the ordered Products within the time limits indicated in the Order, but the Customer is aware that the delivery dates are only estimates and are not guaranteed, and they cannot be invoked against WELLPUTT.

The Seller shall not be held responsible if it cannot fulfill its commitments due to a failure of the company in charge of the delivery, or in case of failure of the Customer to make himself available for the reception. It is the responsibility of the Customer to pay all costs related to the shipment or redelivery of the Product.

Customer shall contact Seller as soon as possible regarding any delay in delivery. Seller will do its best to expedite delivery.

8.4 - Inspection upon receipt

WELLPUTT would like to draw the consumer's attention to the need to check the general condition of the package upon receipt. The customer shall be responsible for the package and its contents upon delivery. In the event of a problem (open package, empty package, damaged contents), the customer must contact the Seller as soon as possible and refuse the package.

ARTICLE 9. CLAIMS AND COMMUNICATION WITH THE SELLER

The Customer is required to check the condition of the Products delivered. The Customer has a period of fourteen (14) days from the date of delivery to formulate any reservations or claims for non-conformity or apparent defect of the delivered Products, with all the related supporting documents. The period shall run from the moment the Customer takes possession of the Product.

The Customer shall contact the Vendor via the address support@wellputt.com indicating the problem so that the Vendor can inform the Customer of the procedure to follow. After this period and if these formalities are not respected, the Products shall be deemed to be in conformity and free of any apparent defect and no claim shall be validly accepted by the Seller.

The Seller shall reimburse or replace, as soon as possible and at its own expense, the delivered Products whose defects of conformity or apparent or hidden defects have been duly proven by the Customer, under the conditions provided for in these General Terms of Sale.

ARTICLE 10. TRANSFER OF OWNERSHIP - TRANSFER OF RISK

The transfer of property of the Products of the Salesman, to the profit of the Customer, will be realized only after complete payment of the price by this last one, and this whatever the date of delivery of the aforementioned Products.

Whatever the date of the transfer of property of the Products, the transfer of the risks of loss and deterioration relating to it will be realized only at the time when the Customer will take physically possession of the Products, that is to say, at the delivery. The Products therefore travel at the risk of the Seller.

ARTICLE 11. INSTALLATION

The Customer receives the BIGTILT in a crate. From then on, he has the choice to install the BIGTILT himself or to have it installed by another person.

11.1 - Installation by the Customer

The Customer can first of all install the BIGTILT himself. In this case, the Seller undertakes to provide all the necessary instructions for the proper installation of the Product, including assembly instructions and an explanatory video. If the Customer encounters difficulties during the installation, he can contact the Seller to get additional help as far as possible.

The material to install the Product is not provided.

In this case, the Seller shall not be held responsible for any failure to use the Product due to a faulty installation by the Customer.

11.2 - Installation by a service provider outside WELLPUTT

However, the Seller suggests that the Customer install the BigTilt platform by a competent professional to ensure that the Product is fully usable. The Customer acknowledges that he/she has provided the correct information regarding the location of the installation.

The Seller may propose to the Customer to organize the installation by an external service provider for an amount specified in the Order Form. The Seller shall then put the Customer in contact with the installation company so that the two parties can agree on the availability of the professional designated to install the Product.

The Seller undertakes to provide the Installer with all useful and necessary information for the proper installation of the BIGTILT, in particular at the place of installation or in case of particular requests from the Customer. The Seller shall not be liable for any delay or failure of the Installer to comply with its own obligations to produce the BIGTILT in accordance with the Customer's instructions, to deliver it on time to the carrier, and to provide all information necessary for proper installation.

At the end of the installation, the Seller will ask for an inventory document of the assembled Product, which will include explanations and photos, in order to verify that the BIGTILT has been correctly assembled and is ready to be used by the Customer.

The Installer agrees to do his best to find an installation date close to the delivery date and agrees to perform his service in a good professional manner. The Customer shall

ensure the proper preservation and custody of the equipment until the Installer's intervention. The Seller shall not be liable for any damage to or theft of the Products held by the Customer during the installation. The Customer must allow the Installer free and safe access to the installation site.

It is possible that the Customer wants to organize the installation by professionals. In the latter case, the Seller shall not be held responsible at any time for the installation of the service provider that it has not designated.

ARTICLE 12. USE OF THE APPLICATION

The BIGTILT platform is accompanied by a laser line projection system which is controlled by means of an application. This application is an integral part of the Product and is subject to the same terms and conditions of sale provided for in these GTC.

The Customer must download on the platforms of downloading the application " BIGTILT PRO MAX ". This application is free, free of access.

All the information of connection appears on the notice. The Customer does not have to create an account to use it with the BIGTILT, it is enough for him to approach the BIGTILT with its application by activating the Bluetooth.

The Customer acknowledges that the application is only available on iOS (Apple Store) and that its use is in English.

Updates to the application also meet the requirements of these GTC.

ARTICLE 13. RIGHT OF WITHDRAWAL

In accordance with the legal provisions in force, the Customer has a period of fourteen (14) days from receipt of the Product to exercise his right of withdrawal from the Vendor, without having to justify his reasons or pay any penalty, for the purpose of exchange or refund, provided that the Products are returned in their original packaging and in perfect condition within 14 days (14 days at the most following communication of the decision to withdraw) following notification to the Vendor of the Customer's decision to withdraw.

The calculation of the time limit starts from the receipt by the Customer or a third party of the order. In the event of the purchase of several Products whose delivery dates are not identical, the period shall run from the date of receipt of the last good or batch or the last item.

To return the BIGTILT which is a bulky Product, the Customer is invited to contact the Salesman who will organize the return of the Product concerned. The expenses of return of bulky products are the responsibility of the Customer.

The returns are to be made in their original state and complete (packaging, accessories, instructions...) allowing their return to the market in new condition, accompanied by the purchase invoice. The opening of the packaging is authorized only insofar as it is necessary to appreciate the nature, the characteristics and the functioning of the Products. Damaged, soiled or incomplete Products are not accepted for return.

The Customer shall return or restitute the goods to the Seller without delay and, in any event, no later than 14 days from the day on which he communicates his declaration of withdrawal.

The right of withdrawal can be exercised by e-mail.

In case of exercising the right of withdrawal within the above-mentioned period, only the price of the Product(s) purchased and the delivery costs will be reimbursed; the return costs, taxes and customs fees will remain at the Customer's expense.

The refund will be made within 14 days of receipt of the Product by the Seller. Any possible refund will be made to the account via the same means of payment that the Customer used for his purchase or order. If he paid by credit card, the amount will be refunded to the bank account linked to this means of payment.

The right of retraction is not applicable to the categories of products with an obvious personal character, in particular the personalized Products, which can be the case punctually of the customizations of BIGTILT.

If the conditions applicable to the exercise of the right of withdrawal are not fully met, the Seller reserves the right to refuse the return and refund; and/or to reduce the amount of the refund if the products have suffered a depreciation in value due to handling other than that necessary to establish the nature, characteristics and functioning of the products.

ARTICLE 14. LEGAL GUARANTEE

The Seller is liable for defects of conformity of the Products, and for its hidden defects. The legal guarantee of conformity applies when the Product presents a defect of conformity, for example when the Product does not function in accordance with the usual uses, or when it does not correspond to the description given. The warranty for hidden defects covers the Customer in the event of a defect not visible at the time of sale that makes the Product unfit for its use or that very significantly diminishes this use.

The defects of conformity which appear within a period of twelve months from the delivery of the good, including the good comprising digital elements, are, unless proven otherwise, presumed to exist at the time of delivery, unless this presumption is incompatible with the nature of the good or the defect invoked.

It is reminded that within the framework of the legal guarantee of conformity, the Customer:

- Has a period of one year from the delivery of the good to act against the Seller;
- Can choose between repair or replacement of the defective part of the Product.

The legal guarantee of conformity applies independently of the commercial guarantee that may cover the Product. The Customer may decide to implement the warranty against hidden defects in the Product; in this case, he/she may choose between the resolution of the sale or a reduction of the sale.

The guarantee against hidden defects must be implemented within 1 year from the discovery of the defect.

Details on the legal guaranty of conformity

Conformity: The Seller shall deliver a Product that conforms to the contract and shall be liable for defects of conformity existing at the time of delivery and resulting from the packaging, the assembly instructions or the installation when the latter has been put at its charge by the contract or has been carried out under its responsibility.

In this respect, the Product shall be deemed to be in conformity with the contract if (i) it corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability, or any other characteristic provided for in the contract (ii) it is fit for any special purpose intended by the consumer, made known to the seller at the latest at the time of the conclusion of the contract and accepted by the latter (iii) it is delivered with all accessories and installation instructions, to be provided in accordance with the contract (iv) it is updated in accordance with the contract.

Defects of conformity that appear within twelve (12) months from the delivery of the Product are presumed to exist at the time of delivery, unless proven otherwise. Indeed, the Seller may fight this presumption if it is not compatible with the nature of the Product or the claimed lack of conformity. After this period of 12 months, the Customer must prove that the defect existed at the time of purchase, for example by an expertise.

If the Customer is entitled to demand the conformity of the Product to the contract, he cannot however contest the conformity by invoking a defect that he knew or could not ignore when he contracted.

In case of lack of conformity: The Customer may demand that the good be brought into conformity, and may choose between repairing or replacing the Product. However, the Seller may not proceed according to the Customer's choice, if this choice is impossible or entails a manifestly disproportionate cost. The Seller shall then proceed, unless it is impossible, according to the method not chosen by the Customer.

The seller may not proceed according to the choice made by the consumer if the requested compliance is impossible or entails disproportionate costs with regard to, in particular:

- 1° the value that the property would have if there were no lack of conformity;
- 2° the significance of the lack of conformity; and
- 3° the possibility of choosing the other option without major inconvenience to the consumer.

The seller may refuse to bring the goods into conformity if this is impossible or would entail disproportionate costs, particularly with regard to 1° and 2°. Any refusal by the seller to proceed according to the consumer's choice or to bring the good into conformity shall be justified in writing or on a durable medium.

When the Product is repaired within the framework of the legal guarantee of conformity, it benefits from a guarantee extension of six 6 months.

The Customer is entitled to a reduction in the price of the goods or to rescission of the contract in the following cases: 1° When the Seller refuses to bring the Product into conformity; 2° When the compliance is not achieved within thirty days of the Customer's request or if it causes the Customer a major inconvenience; 3° If the Customer definitively bears the cost of taking back or removing the non-conforming Product, or if the Customer bears the cost of installing the repaired or replacement Product or the related costs; 4°

When the non-conformity of the Product persists in spite of the Seller's attempt to bring the Product into conformity, which has remained unsuccessful. The Customer is also entitled to a reduction in the price of the Product or to rescission of the contract when the lack of conformity is so serious that it justifies the reduction in price or the rescission of the contract being immediate. The cancellation of the sale cannot be pronounced if the lack of conformity is minor.

When the repair of the Product is impossible or is not implemented by the Seller within thirty (30) days, the Buyer may request the replacement of the Product. The replacement Product benefits from a renewal of the legal warranty for a period of one (1) year from the day the replacement good is delivered to the Customer.

The application of this section shall be at no cost to the Customer.

Prescription of the action: The action resulting from the defect of conformity is prescribed by one year as from the delivery of the good. The Customer is however informed that the postponement of the starting point, the suspension or the interruption of the prescription cannot have the effect of carrying the extinctive prescription period beyond twenty years as from the day of the birth of the right.

Details on the legal guarantee of hidden defects

Hidden defects: In addition to the legal guarantee of conformity, the Customer benefits from the legal guarantee of hidden defects. Indeed, the seller is bound by the warranty for hidden defects of the Product sold which make it unfit for the purpose for which it was intended or which reduce this use so much that the Customer would not have acquired it, or would have given only a lower price, if he had known them.

In case of hidden defects: The Customer may either return the Product and have the price returned or keep the Product and have part of the price returned. If the Seller was aware of the defects of the Product, he shall be liable, in addition to the return of the price he received, for all damages towards the Customer. If the Seller was unaware of the defects of the Product, he shall only be obliged to return the price and to reimburse the Customer for the costs incurred in the sale. If the Product which had defects has perished due to its bad quality, the loss is for the Seller, who will be obliged towards the Customer to return the price and to the other compensations explained above. However, the loss due to a fortuitous event shall be for the account of the Customer.

Limitation of action: The action resulting from redhibitory defects must be brought by the Customer within one year from the discovery of the defect. The Customer is however informed that the postponement of the starting point, the suspension or the interruption of the prescription cannot have for effect to carry the time of the extinctive prescription beyond twenty years as from the day of the birth of the right.

ARTICLE 15. EXTENDED COMMERCIAL WARRANTY

The Seller offers the Customer the option of subscribing to an extended warranty when ordering or purchasing. The Customer can subscribe directly on the Order Form for extensions of one to three years from the expiration of the legal warranty period. The customer will be provided with a detailed description of this extension when placing the order.

ARTICLE 16. RESPONSIBILITY

The Seller undertakes to respect the terms of the GTC and not to infringe any legal or regulatory rule of public order. In particular, he undertakes to provide true and exhaustive information in their description of the Products and to ensure the perfect conformity of the Product with its description.

As previously mentioned herein, the Seller shall not be held responsible for any delay in delivery caused by a case of force majeure as defined by the legislation in force. The Seller shall not be liable in case of failure of the carrier in the delivery of the Products, failure which would be exclusively attributable to the carrier.

The Seller shall not be liable in any way for the information given by the Customer prior to the Order, in particular regarding the surface on which the Products will be installed, the ceiling height, the space required to install the BIGTILT.

WELLPUTT's liability shall be limited exclusively to any direct damages and shall in no event be liable for indirect damages such as, among others, loss of profit, commercial loss, loss of data, deficits or any other form of indirect damage that was not foreseeable at the time you consulted the Site or concluded a remote purchase. The Seller shall not be held liable for non-compliance with the laws of the country in which the products are delivered, which it is the Customer's responsibility to check, and in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, accident, force majeure or a cause beyond their control.

The Seller is not responsible for the misuse of the Products by the Customer. The Product having been created and sold for a precise use defined by the Seller, the Customer shall not use it for any other use than that intended by the Seller, and undertakes to respect normal conditions of maintenance of the Product. Moreover the Customer commits himself in this respect to respect the indications given on the notice of general instructions of safety which is systematically communicated for the purchase of a BIGTILT as well as to take care of the stickers stuck directly on the Product to warn the Customer. The total or partial impossibility of using the Products for any reason beyond the control of WELLPUTT, in particular due to the use of incompatible equipment, shall not give rise to any compensation, refund or liability on the part of WELLPUTT.

Seller is also not responsible for improper installation of the Product when the Product has been installed directly by the Customer or by a third party.

The Seller shall only be liable for damage resulting from its own intentional fault or gross negligence or from the intentional fault or gross negligence of its employees, or for damage resulting from a breach of its warranty obligations.

The Seller's warranty is, in any event, limited to the replacement of defective parts or the reimbursement of Products that do not conform or are affected by a defect.

Where the Seller has delivered a defective product causing damage to the Customer, their obligation to pay compensation to the Customer is limited to the equivalent of the replacement price (value) of such defective product, irrespective of the extent of the damage caused to the Customer by the defective delivery. The Seller shall in no case be



liable for any damage beyond what is provided for in this paragraph. WELLPUTT shall not be liable for any further damage, either to the Customer or to third parties.

The above-mentioned limitations of liability shall not apply if they are contrary to mandatory legal provisions or public policy.

These exclusions of liability also apply to the liability of WELLPUTT's staff, their employees, vicarious agents, consultants, representatives, deputies and suppliers.

ARTICLE 17. INTELLECTUAL PROPERTY

The Seller is the owner of all property rights attached to the Products, namely studies, texts, graphics, design, structure of the putting exercises, concepts, strategic presentations, conceptualization of the Products, all photos, technical documentation and more generally all productions carried out (including at the request of the Customer) which may be communicated with a view to supplying the Products to the Customer. The Client holds all intellectual property rights and derivative rights attached to the concepts and editorial content used and/or distributed. In general, nothing in these GTC shall be construed as conferring upon the Customer, manufacturer or installer, expressly or by implication, any right whatsoever (by license or otherwise) to the Seller's names, trademarks, acronyms, logos and other distinctive signs, with the exception of the rights held by the Seller's suppliers and partners, if any, to the visuals of their Products, trademarks and logos.

In addition, the Seller retains all intellectual property rights to the photographs, videos, presentations, illustrations and studies made for the purpose of supplying the Product to the Customer. The Customer shall therefore refrain from reproducing or exploiting said studies, illustrations, presentations and photographs without the express, written and prior authorization of the Seller, which may be conditional upon a financial consideration.

ARTICLE 18. PERSONAL DATA

In the event that WELLPUTT collects personal data from Customers, the Seller undertakes to ensure its compliance with all legal obligations incumbent upon.

WELLPUTT shall process personal data as the controller for the purpose of managing the customer request, customer relations and customer service. This processing is based on the contract between the Seller and the Customer. On the basis of its legitimate interest, WELLPUTT may also use this data for statistical analyses, satisfaction surveys, canvassing and improving its customer knowledge.

The Customer may exercise all of his rights by email to bigtilt@wellputt.com.

ARTICLE 19. MISCELLANEOUS

Transfer of Ownership: The transfer of ownership of the Seller's Products to the Customer shall be made only after full payment of the price by the latter, regardless of the date of delivery of said Products.

Force Majeure: Neither the Seller nor the Customer shall be liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure.

Invalidity and independence of the clauses: If one or more stipulations of the present GCS were declared invalid in application of a law or regulation or of a final court decision, the other stipulations would keep force and scope.

Transfer of rights and obligations: In the event of a total or partial transfer of the Company's business, the contracts binding the Customer and the Seller and/or its successors and assigns shall remain binding between the Parties. Contracts entered into by Seller may not be assigned by Customer without the prior written consent of the Company. The Seller is authorized to transfer this contract to third parties. It may transfer its rights and obligations under these conditions to another entity. In such an event, the Seller shall always inform the Customer in writing (including by e-mail) and ensure that such transfer does not affect the Customer's rights under the contract.

Modification of the GTC: The Company reserves the right to modify the GTC as well as any delivery procedure or other elements of the services provided by the Company hereunder. The amendment of the GTC shall be effective for all sales made after the amendment of the GTC.

ARTICLE 20. CONTACT AND CLAIM

For any information or questions, WELLPUTT is available by mail at the following address: bigtilt@wellputt.com.

ARTICLE 21. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The fact that a consumer orders one or more Products on the Site implies full and complete acceptance of these GTCs and an obligation to pay for the Product ordered, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Seller. The Customer declares that he is aware of these terms and conditions and waives the right to invoke any other document, in particular his own general terms and conditions of purchase.

The Consumer acknowledges having been informed of the information and details provided for, and in particular:

- the essential characteristics of the Products;
- the price of the Products;
- the date or period within which the Company undertakes to provide the service;
- information relating to the identity of the Company (postal, telephone and electronic contact details);
- information relating to the legal and contractual guarantees and their implementation methods;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to the right of withdrawal (conditions, time limit, terms of exercise and standard withdrawal form).

APPENDIX 1: SAMPLE WITHDRAWAL FORM

(Complete and return this form and the order number only if you wish to withdraw from the contract. We recommend that you also specify your order number)
To the attention of WELLPUTT France

E-mails : bigtilt@wellputt.com

I hereby notify you of my withdrawal from the contract for the sale of the item(s) below:

Ordered on(date of order) and/or received on(date of delivery)

Name of the customer

Address of the customer

Signature of the consumer customer (only in case of a paper form)

Date :