General Terms and Conditions of Sale — Business Customers

CGV-PRO-2026-10-27 · VERSION OF 27 OCTOBER 2026 · ENGLISH TRANSLATION

About this translation

This is the English translation of Gether's general terms and conditions of sale for business customers, version **CGV-PRO-2026-10-27** of 27 October 2026, provided so that customers outside France can read the terms that apply to their order. The contract is governed by French law and excludes the Vienna Convention (article 18). In the event of any discrepancy, the French version (gether.studio/cgv/pros) prevails (article 19.2).

Who we are

These general terms and conditions of sale (the "Terms") are offered by **GETHER**, a French limited liability company (société à responsabilité limitée, SARL) with a share capital of €1,000, registered with the Paris Trade and Companies Register (RCS) under number 880 235 544, whose registered office is at 229 rue Saint-Honoré, 75001 Paris, France ("Gether"). Contact: contact@gether.studio.

Gether designs custom and personalised garments and items and has them manufactured through a network of workshops and suppliers that it selects and manages. Gether is the sole seller and the Customer's only point of contact. Where the products are manufactured outside the European Union, Gether is their importer.

Article 1 – Scope and order documents

1.1 Customers. These Terms apply to orders placed with Gether, on the basis of a quote or on the gether.studio online shop, by **business customers**, i.e. persons buying for the purposes of their business (companies, brands, artists, agencies, event organisers). Associations, student unions and clubs that do not act for professional purposes are governed by the "CGV Associations" (gether.studio/cgv/associations). Gether does not sell to consumers and may refuse or cancel an order placed by an individual for personal use.

1.2 Documents. The order consists of: (a) the **accepted quote** or, on the shop, the order summary, which sets out the specific conditions of the order; (b) the **approved proofs**; (c) the **technical tolerances appendix** in the version referred to in the quote or, failing that, in the version in force on the date of the order (gether.studio/cgv/tolerances, English translation at gether.studio/cgv/tolerances/en); (d) these Terms in the version referred to in the quote; (e) where applicable, the accepted **amendments**.

1.3 Order of precedence. In the event of conflict: the most recent accepted amendment, then the accepted quote, then the approved proof for what it approves (article 3.2), then the technical appendix, then these Terms. Invoices, automatic e-mails, website pages and sales documents neither add nor remove any obligation.

1.4 Customer's terms. The Customer's purchasing terms apply only if Gether accepts them in writing, clause by clause. Failing that, performance of the order by Gether does not constitute acceptance of those terms.

1.5 Large orders. An order of more than 5,000 pieces or more than €50,000 excluding taxes is subject to written specific conditions (payment schedule, production schedule, pre-production sample, quality controls, tolerances, firm date where applicable) which take precedence over these Terms. Failing such conditions, these Terms apply.

Article 2 – Quotes and formation of the order

2.1 Validity. A quote is valid for **30 days** from its issue, unless a different period is stated on the quote.

2.2 Acceptance. The order is firm when the Customer accepts the quote: by clicking the acceptance button after ticking the box accepting these Terms, by signature, or by an e-mail quoting the quote number. On the online shop, the order is firm upon payment, after acceptance of these Terms. An acceptance that changes the quote (quantity, date, price) is a new offer, which binds Gether only after its written confirmation.

2.3 Prerequisites. The quote sets out the **prerequisites** to be provided by the Customer and their deadline: payment of the deposit, delivery of files and artwork, final quantities per size, approval of the proof, delivery address. As long as a prerequisite is missing, Gether is not required to start production.

2.4 Deposit. Unless the quote sets out another payment schedule, a **deposit** of 50 % is due on acceptance and the balance before shipment. The deposit is a part payment of a firm order; it is not an earnest payment (arrhes) and does not allow either party to withdraw from the order.

Article 3 – Proofs (BAT)

3.1 Sending. Before any production, Gether sends the Customer a proof (BAT, "bon à tirer") for each product. Each proof bears a version number.

3.2 What the proof approves. By approving a proof, the Customer approves, for that version: the texts and their spelling; the artwork and logos; the position and dimensions of the decorations as dimensioned; the decoration techniques; the named colours (named references, Pantone or physical sample); the model, the named material and the options; and, if they appear on the proof, the breakdown by size and the quantities.

3.3 What the proof does not approve. The proof does not constitute: (a) acceptance of manufacturing defects (stitching, material, durability, shrinkage), which remain governed by article 9; (b) a waiver of the safety and regulatory compliance requirements for the products; (c) acceptance of colours as they appear on screen, which are indicative only; (d) a change to the price, the contractual date or the tolerances of the appendix, which can only be changed by amendment (article 7). Where a pre-production sample has been approved, it is the reference for measurements, hand feel and shade; the proof is the reference for the decoration.

3.4 Approval. The Customer approves the proof via the approval link, by e-mail or by a written message identifying the version. An oral approval is confirmed by a written summary sent by Gether; it is final if the Customer does not dispute it within **2 working days**.

3.5 Customer's silence. Except where a date is imposed (article 3.8), if the proof is neither approved nor rejected **5 working days** after the proof is sent, Gether sends a reminder in writing stating the consequence of silence. If there is no response **2 working days** after the reminder, the proof is deemed approved and production may start. This mechanism does not apply if the reminder has not been sent.

3.6 Lead times. The production lead time runs from the approval of the last proof of the order and receipt of the deposit.

3.7 Responsibility for content. The Customer is responsible for errors in an approved proof (spelling, logo, date, position). Gether is responsible for the production matching the approved proof, within the tolerances of the appendix.

3.8 Imposed date. Where the Customer has declared an event date or requested delivery no later than a given date (the "imposed date"), the period of article 3.5 is replaced by the following, stated on the approval link or in the message sending the proof:

- (a) the Customer approves or rejects the proof before **18:00 (Paris time) on the working day following its transmission**. If the proof is neither approved nor rejected by that deadline, it is deemed approved, without a reminder, and production may start;
- (b) where the Customer requests corrections in writing, the elements of the proof that the Customer does not ask to change are approved. The corrected version follows the same deadline; to meet the imposed date, Gether may start its production without waiting for the deadline and is then responsible, as regards the content of the proof, only for its compliance with the requested corrections;
- (c) any change requested after approval, whether express or deemed, or after production has started falls under article 7: costs already incurred are borne by the Customer and the dates are postponed in accordance with article 5.4;
- (d) the Customer may refuse this period in writing before the deadline: article 3.5 then applies, and the dates are postponed in accordance with article 5.4.

Article 4 – Price and payment

4.1 Price. Prices are those of the quote or of the shop on the date of the order, excluding taxes, per unit and per size, plus the fixed costs stated (design, samples, tooling, transport, customs). They are firm for the accepted order.

4.2 Payment schedule. Unless the quote sets out another payment schedule: a 50 % deposit on acceptance, the balance before shipment. On the online shop, the price is paid in full when ordering, by card through a secure payment provider; Gether has no access to card data. No shipment takes place before full payment, unless agreed in writing. No discount is granted for early payment.

4.3 Late payment. Any amount not paid by its due date automatically bears, without prior formal notice, late-payment penalties at the rate applied by the European Central Bank to its most recent refinancing operation, plus **10 percentage points**, and gives rise to a fixed indemnity for recovery costs of **€40** (articles L441-10 and D441-5 of the French Commercial Code). Gether may claim additional compensation on proof if the actual costs are higher.

4.4 Suspension. As long as an amount due remains unpaid, Gether may suspend production and deliveries of all the Customer's orders, after informing the Customer in writing. The delivery lead time is extended accordingly.

4.5 Exceptional cost changes. For an order whose delivery is scheduled more than **4 months** after acceptance, if the cost of a main material, of freight or the exchange rate increases by more than **10 %** between acceptance and the start of production, the parties renegotiate in good faith; failing agreement within 10 days, either party may terminate the part not yet started without compensation, the deposit being refunded less justified costs incurred. Outside this case, each party accepts the risk of a change in circumstances within the meaning of article 1195 of the French Civil Code.

Article 5 – Dates: estimate, contractual date, event date

5.1 Three separate dates. The quote states: (a) the **estimated delivery date**, given for information; (b) where applicable, the **contractual date**, to which Gether commits; (c) where applicable, the **event date** declared by the Customer (trade fair, concert, festival, launch) and the resulting **last useful delivery date**.

5.2 Estimated date. Without a contractual date, the delivery date is a good-faith estimate. Gether informs the Customer in writing of any foreseeable delay as soon as it becomes aware of it, with a new estimate.

5.3 Contractual date. A date is contractual only if the quote expressly describes it as such ("firm date"). Where the Customer declares an event date, Gether states on the quote either that it accepts a contractual date compatible with that event or that it cannot commit to one. If nothing is stated, the date remains an estimate.

5.4 Postponement due to the Customer. The contractual date and the estimated date are postponed, day for day (working days), by the delay incurred by the Customer on each of the prerequisites of article 2.3, and by the time needed to process any change the Customer requests (article 7). Gether notifies the new date in writing.

5.5 Customer information. The Customer allows a margin between the delivery date and its event. When declaring an event date, the Customer accepts that Gether takes it into account for planning, without that declaration in itself turning the estimated date into a contractual date.

Article 6 – Late delivery: remedies

6.1 Estimated date exceeded. If delivery exceeds the initial estimated date by more than **30 days**, for a reason not attributable to the Customer, the Customer may, after a formal notice that has remained without effect for 8 days, cancel the undelivered part and obtain a refund of the amounts paid for that part. No other compensation is due for exceeding an estimated date, except in the event of gross negligence or wilful misconduct by Gether.

6.2 Contractual date exceeded. If delivery takes place after the contractual date (as postponed, where applicable, under article 5.4), for a reason attributable neither to the Customer nor to force majeure, Gether owes, upon simple written request, **fixed compensation of 2 % of the price excluding taxes of the part delivered late per working day of delay**, capped at **15 %** of that price.

6.3 Delivery after the event date. If the contractual date was set by reference to a declared event date and delivery has not taken place by the last useful date, the Customer may choose, in writing within 8 days after the event: (a) to **refuse** the part delivered late or not delivered and obtain a **full refund** of the amounts paid for that part, plus the compensation of article 6.2 at the capped rate; or (b) to **keep** the products with a **30 % price reduction** on the part concerned, in addition to the compensation of article 6.2.

6.4 Full and final settlement. The remedies of articles 6.2 and 6.3 compensate, on a fixed basis, all consequences of the delay, including those related to the event. They do not apply in the event of gross negligence or wilful misconduct by Gether.

6.5 Fallback solutions. In the event of a foreseeable delay on a contractual date, Gether may offer a fallback solution (priority partial delivery, express transport at its own cost, substitution of an equivalent item). If the Customer accepts it in writing, the new agreed date replaces the contractual date for the part concerned.

Article 7 – Order changes and amendments

7.1 Any change requested by the Customer after acceptance of the quote (quantities, sizes, artwork, materials, address, date) is owed only if Gether accepts it. Gether then sends an **amendment** stating what changes, the new price, the new date (estimated or contractual) and, where applicable, the new proof.

7.2 The amendment is performed only after its written acceptance by the Customer. It cancels the previous proof for the changed part.

7.3 Costs already incurred for the changed part (material purchased, pieces produced, decorations carried out) are invoiced to the Customer.

7.4 Changes in quantity or in the size breakdown are recalculated at the unit prices of the quote; a change of quantity tier applies the price of the new tier.

Article 8 – Cancellation by the Customer (right of withdrawal against payment)

8.1 The Customer may withdraw from all or part of an accepted order by giving written notice, subject to payment of a **withdrawal price** set according to the stage reached on the date of the notice:

- **before the first proof is sent**: design and sample costs stated in the quote and actually incurred;
- **after a proof is sent, before materials or the product are ordered from the supplier**: the above costs plus **15 %** of the price excluding taxes of the items concerned;
- **after the order to the supplier, before production starts**: the above costs plus **50 %** of the price excluding taxes;
- **production started or completed**: **100 %** of the price excluding taxes.

8.2 The withdrawal price is offset against the deposit; any excess deposit is refunded within 30 days. On written request, Gether provides a breakdown of the costs incurred on the date of withdrawal; if those costs are lower than the withdrawal price, the Customer pays only those costs, plus **10 %** for handling.

8.3 A postponement of the date requested by the Customer is treated as a change (article 7); if it makes the order pointless, it is treated as a withdrawal.

8.4 Cancellation of the Customer's event. The cancellation or postponement of the Customer's event, whatever its cause, is dealt with under this article and is not a case of force majeure releasing the Customer from payment.

8.5 Personalised products. Products made or personalised according to the Customer's specifications are neither taken back nor exchanged, except for defects dealt with under article 9.

Article 9 – Quality, tolerances, receipt and claims

9.1 Conformity reference. The products are compliant if they match the approved proof, the approved pre-production sample where applicable, and the specifications of the quote, within the tolerances of the **technical tolerances appendix**. The quote may provide for stricter tolerances.

9.2 Transport. On delivery, the Customer checks the number and condition of the parcels in the presence of the carrier and enters precise reservations on the delivery note in the event of a missing or damaged parcel. The Customer confirms those reservations to the carrier by registered letter or by bailiff's act within **3 days** (excluding public holidays) following receipt (article L133-3 of the French Commercial Code), with a copy to Gether.

9.3 Apparent defects. The Customer inspects the products (quantities, sizes, appearance, decoration, colours) and reports any apparent defect or any non-conformity with the proof in writing within **8 calendar days of receipt**, with photos or videos, the order number and the quantities concerned. Where

the declared event date falls less than 8 days after receipt, the report must be made before the event, unless impossible. Failing a report within that period, apparent defects are deemed accepted.

9.4 Hidden defects. A defect that could not be detected by a normal inspection on receipt (washing resistance, colour fastness, a seam that gives way) is reported in writing **within 30 days of its discovery**, to allow it to be examined. This report does not shorten the statutory time limits for bringing legal action, and no clause of these Terms causes a limitation period of less than one year from the discovery of the defect to run.

9.5 Retention. Products that are the subject of a report must not be washed, altered or distributed, unless Gether agrees or the event makes it urgent; the Customer keeps at least **5 defective pieces** (or all of them if fewer) available to Gether for 30 days.

9.6 Remedies. If a defect exceeds the tolerances, Gether offers, at the Customer's choice where several are possible within the useful time: rework, remake of the defective part, additional delivery, price reduction or refund of the part concerned. A defect on part of the order allows the whole order to be refused only if it makes the whole unfit for the agreed use. The cost of returning defective products is borne by Gether.

9.7 Quantities. Quantity variances within the tolerances of the appendix are invoiced according to the quantity actually delivered. A surplus beyond the tolerances is not invoiced, unless the Customer agrees.

Article 10 – Liability

10.1 Gether is liable for the conformity of the products within the meaning of article 9 and for meeting the dates in accordance with articles 5 and 6.

10.2 Gether is not liable for: elements provided by the Customer (texts, logos, files, measurements, quantities per size) or their quality; an error in an approved proof; use or care contrary to the instructions.

10.3 Except for the remedies provided for in articles 6 and 9, which apply in any event, Gether's liability in respect of an order, for all causes combined, is limited to the **price excluding taxes of that order**. Gether is not liable for indirect losses or losses unforeseeable on the date of the order; loss of business related to an event is compensated exclusively under article 6.

10.4 These limits do not apply in the event of gross negligence or wilful misconduct, personal injury, or to product liability for defective products towards persons and private property, which cannot be limited.

Article 11 – Intellectual property, logos and files

11.1 Customer's elements. The Customer declares that it holds the rights to the logos, trademarks, texts, photos and artwork it provides, or that it is authorised to have them reproduced on the products ordered. The Customer indemnifies Gether against any third-party claim (infringement, image rights, unfair competition) and bears the resulting judgments, settlement payments and reasonable legal fees.

11.2 Refusal and suspension. Gether may refuse or suspend, without compensation, the reproduction of an element whose lawfulness appears doubtful to it (well-known trademark, character, logo of a third-party club or event) until the Customer proves its authorisation; deadlines are postponed accordingly.

11.3 Gether's creations. Designs, mock-ups, patterns, technical sheets and source files created by Gether remain its property. The Customer has a licence to use the creations limited to the products ordered from Gether, worldwide and for the duration of the rights, including for their resale and promotion. Any other use (in particular manufacturing by a third party) requires a written assignment specifying the rights, media, territory and duration, for a separate price.

11.4 References. Unless the Customer objects in writing, Gether may present the products made and the Customer's name in its references, after delivery.

Article 12 – Product safety and compliance

12.1 Gether delivers products that comply, on the date of delivery, with the rules applicable in the European Union (composition labelling, restricted substances, general product safety) for the use stated in the quote.

12.2 Before ordering, the Customer states any specific intended use: children's clothing, workwear or protective clothing, sale outside the European Union. Without this information, Gether is not liable for standards specific to that use or that country.

12.3 Where the Customer resells or distributes the products, it keeps the labels and safety information, passes on to Gether without delay any safety incident or complaint, and cooperates in any withdrawal or recall measure, in particular by providing the known recipients.

Article 13 – Supply contingencies and force majeure

13.1 Supply contingencies. The following are supply contingencies, where they are not attributable to Gether: the failure, closure or delay of a supplier or workshop, a material shortage, a customs hold or inspection, a delay or loss by the carrier. Gether informs the Customer in writing within **2 working days** of becoming aware of it, with a new estimated date and, where possible, an alternative solution.

13.2 Effects. (a) On an **estimated date**, the contingency extends the lead time by its duration; beyond 30 days of extension, the Customer may cancel the undelivered part and be refunded the amounts paid for it, without further compensation. (b) On a **contractual date**, the contingency does not release Gether from the remedies of article 6; it only excludes any compensation beyond those remedies.

13.3 Force majeure. Neither party is liable for a failure caused by an event of force majeure within the meaning of article 1218 of the French Civil Code (in particular natural disaster, epidemic, war, sanctions, cyberattack, general strike or transport blockade, administrative closure). The affected party notifies the other without delay. Performance is suspended during the event. Beyond **60 days**, either party may terminate the order for the part not performed.

13.4 Restitution. In the event of termination for force majeure or for the contingency of article 13.2 (a), the Customer pays for the products already delivered; for the undelivered part, the Customer is refunded the amounts paid, less the cost of the products made that are handed over to it at its request.

Article 14 – Delivery, transport, risk and retention of title

14.1 Gether may deliver in several instalments; each delivery may be invoiced separately.

14.2 Risk passes to the Customer when the products are handed over to the first carrier, unless the quote provides for a different Incoterm. Where Gether arranges transport, it may, at the Customer's request and expense, take out "ad valorem" insurance covering the value of the products.

14.3 Gether retains title to the products until full payment of the price (article 2367 of the French Civil Code). In the event of non-payment, Gether may reclaim the products still in the Customer's possession.

14.4 For international orders, import duties, taxes and formalities and the standards of the country of destination are borne by the Customer, who reports them before ordering.

14.5 Order not collected. If the Customer refuses or delays without legitimate reason the receipt of an order that is ready, Gether may invoice storage costs of 1 % of the amount excluding taxes per week, capped at 10 %, and, beyond 90 days after formal notice, terminate the order while retaining the amounts due for the products made.

Article 15 – Confidentiality and non-circumvention

The Customer keeps confidential the prices, production files and the identity of Gether's workshops and suppliers. During the relationship and for 24 months after the last order, the Customer refrains from ordering comparable products from those workshops and suppliers, directly or through an intermediary. In the event of an established breach, the Customer owes Gether fixed compensation of €5,000 per breach.

Article 16 – Evidence, communications, retention

16.1 Evidence agreement. The parties agree that the following constitute evidence between them, unless proven otherwise: e-mails, written messages (including WhatsApp), approvals and clicks recorded on Gether's links and spaces (customer portal, quote and proof links, shop), and the time-stamped logs of Gether's systems, provided their integrity is preserved.

16.2 Notices. Important notices (claim, formal notice, termination, withdrawal) are given in writing, by e-mail to the address of the contact named in the quote with a copy to contact@gether.studio, or by registered letter.

16.3 Retention. Gether keeps the evidence relating to an order for at least **6 years** after the last delivery.

Article 17 – Personal data

Gether processes the Customer's data to manage orders, invoicing, delivery and the business relationship, in accordance with the GDPR. Details are set out in the gether.studio privacy policy.

Article 18 – Governing law and disputes

18.1 These Terms and the orders are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

18.2 The parties first seek an amicable solution for 15 days from the written claim.

18.3 Failing that, any dispute is brought before the **tribunal des activités économiques de Paris** (Paris commercial court, or the commercial court succeeding it), even in the event of third-party claims or multiple defendants, including for urgent proceedings.

Article 19 – General provisions

19.1 Applicable version. Each version of these Terms bears an identifier and a date. The version applicable to an order is the one referred to in the accepted quote or accepted at the time of online payment. A new version does not apply to orders already accepted, unless an amendment is accepted. Previous versions remain available at gether.studio/cgv.

19.2 Language. In the event of translation, the French version prevails.

19.3 Invalid clause. If a clause is held void or deemed unwritten, the other clauses remain applicable.

19.4 No waiver. A party's failure to rely on a breach does not constitute a waiver of its right to rely on it later.