



## CONTRACTUAL APPENDIX

### Yurts – Technical, Installation, Use and Maintenance Conditions

#### Article 1 – Purpose, Scope and Enforceability

These specifications constitute an indivisible contractual appendix to the quotations, purchase orders and contracts entered into between the manufacturer and the purchaser.

Pursuant to Articles 1103 and 1193 of the French Civil Code, they are binding upon the parties and may only be amended by a written agreement duly signed by both parties.

Acceptance of the quotation or contract constitutes full, unconditional and irrevocable acceptance of these specifications, which shall be fully enforceable against the purchaser.

#### Article 2 – Prior Information and Purchaser's Obligations

In accordance with Article 1112-1 of the French Civil Code, the purchaser acknowledges having received from the manufacturer all information necessary for the proper and compliant use of the yurt.

The purchaser undertakes to strictly comply with all requirements relating to the assembly, disassembly, installation, use, maintenance, storage and supervision of the yurt.

Any non-compliant use, modification or intervention carried out without the manufacturer's prior written approval shall be carried out under the sole responsibility of the purchaser.

#### Article 3 – Legal Warranty and Exclusions of Liability

The manufacturer is bound by the legal warranty against hidden defects, in accordance with Articles 1641 to 1649 of the French Civil Code.

Any damage, defect or loss resulting in particular from the following is expressly excluded from any warranty and from the manufacturer's liability:

- handling or installation errors;
- non-compliant implementation;
- defective preparation or leveling of the ground;
- lack of maintenance, heating or ventilation;
- improper or diverted use;
- exceptional climatic conditions or insufficient anticipation thereof.

Incorrect leveling of the ground may result in structural twisting of the roof, often irreversible deformation, and the need for disassembly and reassembly, which shall be entirely at the purchaser's expense, with no possible recourse against the manufacturer.



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# Specifications

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## **Article 4 – Installation Conditions and Support Structure**

The yurt must be installed above ground level, on a ventilated crawl space, resting on a wooden platform or a technically suitable slab.

The ground must be perfectly level, flat and stable. Any settlement, deformation or structural disorder attributable to the ground or its support shall fall under the exclusive responsibility of the purchaser, pursuant to Article 1240 of the French Civil Code.

## **Article 5 – Exposure, Environment and Protection**

The purchaser is solely responsible for selecting an installation site compatible with local climatic constraints.

In the event of exposure to strong winds, the purchaser undertakes to install appropriate protective measures (windbreaks, fencing, screens, etc.), without the manufacturer being held liable.

The canvas shall not be installed beneath trees or in an environment likely to damage its condition or surface treatment.

## **Article 6 – Maintenance, Ventilation and Humidity Control**

The purchaser is required to ensure regular heating and ventilation of the yurt, particularly during humid periods, in order to prevent condensation, mold or deterioration.

Any damage resulting from insufficient heating, ventilation or maintenance shall be excluded from warranty.

## **Article 7 – Structure, Stability and Climatic Loads**

Structural elements, in particular the central support pillars of the roof, are essential to the stability of the structure.

Any removal, modification or non-use of these elements shall be carried out at the sole risk of the purchaser, with no right of recourse against the manufacturer.

In areas subject to snowfall, the purchaser undertakes to install the required support systems, remove snow in the event of overload or uneven distribution, and reinforce the structure as necessary according to local climatic conditions.

## **Article 8 – Canvas, Membranes and Specific Warranties**

The lifespan of the canvas depends directly on conditions of use, exposure and maintenance.

The manufacturer's warranty on the canvas is limited to a period of one (1) year from the date of purchase.

Defects related to the raw material or waterproofing fall exclusively under the responsibility of the canvas manufacturer. The yurt manufacturer may only be held liable for manufacturing defects, particularly those affecting assembly or stitching.



## Article 9 – Fire Safety

The purchaser expressly acknowledges that the yurt is a structure particularly vulnerable to fire.

The purchaser undertakes to comply with all safety rules and customary precautions in order to prevent any risk of fire.

Any damage or loss resulting from fire shall exclude the manufacturer's liability, except in the event of duly proven gross negligence, in accordance with general civil liability law.

## Article 10 – Storage, Maintenance and Loss of Warranty

In the event of storage, the purchaser undertakes to store the yurt in a dry, ventilated and protected location, to use the supplied packaging, and to prevent any deterioration, in particular due to moisture or pests.

The yurt must under no circumstances be left without maintenance or supervision. Any state of abandonment shall result in the automatic forfeiture of all warranties, without prejudice to mandatory legal provisions.

## Article 11 – Governing Law and Jurisdiction

These specifications are governed by French law.

Any dispute relating to their interpretation, performance or consequences shall fall within the jurisdiction of the French courts, in accordance with applicable law.

### Acknowledgment, Enforceability and Signature Clause

The purchaser expressly acknowledges:

- having read these specifications,
- understanding their legal and technical scope,
- accepting them without reservation,
- and undertaking to strictly comply with all their provisions.

Executed at : ..... On : .....

The Purchaser Name / Company name: .....

Signature preceded by the handwritten mention:

« Read and approved, agreed without reservation »

Signature :