General Terms of Sale

Version of 24/11/2026 — effective from 24/11/2026

This is a translation of the French « Conditions générales de vente ». In the event of any discrepancy, the French version prevails.

ARTICLE 1

Seller

The website https://www.nyoon.com (the "Site") is operated by **Nyoon**, a French simplified joint-stock company (SAS) with a share capital of 3,000 euros, registered with the Montpellier Trade and Companies Register under number 978 029 577, whose registered office is at 2 rue Sainte-Catherine, 34000 Montpellier, France ("Nyoon").

- EU VAT number: FR54978029577
- E-mail: admin@nyoon.com
- Phone: +33 7 83 44 99 78

ARTICLE 2

Scope

2.1. These general terms of sale (the "Terms of Sale") apply to any order placed on the Site by an adult natural person acting for purposes outside their trade or profession (the "Customer").

2.2. The Terms of Sale applicable to an order are those in force on the date of that order. The Customer accepts them by ticking the box provided for this purpose before confirming the order. They are sent to the Customer with the order confirmation e-mail and can be downloaded and printed from the Site at any time.

2.3. Use of the Site is also governed by the general terms of use (the "Terms of Use"), and the processing of personal data by the privacy policy, both available from every page of the Site.

2.4. The Terms of Sale are drafted in French and translated into English. In the event of any discrepancy between the two versions, the French version prevails.

ARTICLE 3

Minimum age

The Site offers, among other things, products intended for adults only. **Orders may only be placed by persons aged 18 or over.** By placing an order, the Customer declares that they are at least 18 years old. Nyoon may cancel any order where there are serious reasons to believe that the Customer is a minor; the Customer is then refunded in full.

ARTICLE 4

Products

4.1. The Site offers silicone adult toys ("Toys"), accessories, textile and decoration items, and merchandise (the "Products"). Their main characteristics are described on each Product page.

4.2. Silicone Products are handcrafted, in particular by hand. Slight variations in shade, marbling or finish compared with the photographs may occur and are inherent to this manufacturing

method; they do not constitute a lack of conformity where they affect neither the use, the safety nor the advertised characteristics of the Product.

4.3. **Products in stock and made-to-order Products.** The Product page states whether the Product is available from stock or made after the order is placed ("made to order" or "pre-order"). The applicable manufacturing and shipping time is shown on the Product page and repeated before the order is confirmed (Article 7).

4.4. **Seconds.** Nyoon may offer, at a reduced price, Products with cosmetic defects ("Flops"). Each defect is described and photographed on the relevant Product page. Defects so disclosed are accepted by the Customer and cannot give rise to a claim under the legal guarantee of conformity; the legal guarantees (Article 10) nonetheless apply in full to any other defect.

4.5. Nyoon may limit the quantities that can be ordered per Customer, open orders on specific dates or in limited quantities, or temporarily suspend orders, in particular depending on its production capacity. Such limits are indicated on the Site.

ARTICLE 5

Prices

5.1. Prices are shown in euros, including all taxes (VAT included where applicable). They do not include delivery costs, which are shown separately before the order is confirmed.

5.2. Delivery costs depend in particular on the destination country and area, the parcel weight and the delivery method chosen. They are calculated and shown before the order is confirmed.

5.3. For deliveries outside the European Union, customs duties, import taxes and clearance fees may be charged by the destination country. They are not included in the price, are payable by the Customer and are paid by the Customer to the carrier or to the authorities of the destination country.

5.4. The applicable price is the one displayed when the order is confirmed. Nyoon may change its prices at any time. In the event of an obvious pricing error (a derisory price bearing no relation to the value of the Product), Nyoon may cancel the order and refund the Customer in full.

ARTICLE 6

Ordering and payment

6.1. **Ordering steps.** The Customer selects the Products and, where applicable, their options (size, colour, etc.), then goes to the cart. The Customer enters their details and delivery address, chooses the delivery method and the payment method, checks the order summary (Products, prices, fees, lead time, total), may correct any errors, accepts the Terms of Sale, gives explicit consent to the processing of their order data (Article 13), and then confirms the order by clicking the order button with an obligation to pay. The contract is concluded upon confirmation of payment.

6.2. **Payment methods.** Payment in full is due when the order is placed. Accepted payment methods are shown at checkout; they include bank card, Apple Pay, Google Pay, PayPal, Klarna and certain local payment methods. Payments are processed by secure payment providers (Stripe, PayPal, Klarna); Nyoon never has access to full card details. Instalment or deferred payments offered by Klarna or PayPal are governed by those providers' terms.

Saving a payment method. At checkout, the Customer may choose to save their payment method for future orders. The payment method is then kept by the payment provider concerned;

Nyoon only keeps a reference supplied by that provider and the details the Customer needs to recognise it (type, last four digits and expiry date for a card). Each new order must be confirmed by the Customer and may require authentication with their bank. The Customer can delete a saved payment method at any time from their account, under “Payment methods”.

6.3. **Confirmation.** Nyoon sends the Customer an order confirmation by e-mail setting out its main details, together with the Terms of Sale.

6.4. **Refusal or cancellation by Nyoon.** Nyoon may refuse or cancel an order in the event of non-payment or refused payment, serious suspicion of fraud, an earlier unresolved dispute with the Customer, or in the cases set out in Articles 3 and 5.4. Any amount already paid is then refunded in full.

6.5. **Archiving.** For orders of 120 euros or more, Nyoon keeps the record of the contract for ten years and gives the Customer access to it on request, for example with the “Invoice or copy of my order” form (Articles L. 213-1 and D. 213-1 of the French Consumer Code).

ARTICLE 7

Delivery

7.1. **Delivery areas.** Products can be delivered to the countries offered at checkout. Deliveries are made by Chronopost or by any other carrier indicated at checkout. A tracking number is sent to the Customer when the parcel is shipped.

7.2. **Delivery time.** The delivery time is shown on the Product page and before the order is confirmed; for made-to-order Products, it includes the manufacturing time. It is repeated in the confirmation e-mail. **In any event, Nyoon undertakes to deliver no later than six (6) months after the order.** Where an order contains Products with different lead times, the order is shipped in one go, at the longest lead time, unless stated otherwise.

7.3. **Late delivery.** If Nyoon fails to deliver on the date or within the period indicated, the Customer may, after requesting Nyoon by e-mail or in writing to deliver within a reasonable additional period, terminate the contract if delivery has not taken place within that period. The Customer may terminate the contract immediately where the delivery time was an essential condition of the order for the Customer, or where Nyoon refuses to deliver. Nyoon then refunds all amounts paid no later than fourteen days after termination (Articles L. 216-6 to L. 216-8 of the French Consumer Code).

7.4. **Transfer of risk.** The risk of loss of or damage to the Products passes to the Customer when the Customer, or a third party designated by the Customer other than the carrier offered by Nyoon, takes physical possession of them.

7.5. **Receipt.** The Customer is advised to check the condition of the parcel on delivery and, in case of any anomaly (damaged or opened parcel, missing or damaged Product), to note reservations with the carrier and inform Nyoon as soon as possible at admin@nyoon.com or with the “Wrong item or damaged parcel” form, with photos if possible. Failure to note reservations does not deprive the Customer of their rights under the legal guarantees.

7.6. **Address and absence.** The Customer is responsible for the accuracy of the delivery address. If the parcel is returned to Nyoon because the address is incorrect or incomplete, or because the Customer did not collect it within the period set by the carrier, Nyoon will contact the Customer; reshipment is charged to the Customer at the actual shipping cost. If the Customer does not reply within thirty days, the order is cancelled and refunded, less the initial delivery costs and the return costs actually incurred by Nyoon.

ARTICLE 8

Right of withdrawal

8.1. **Period.** In accordance with Articles L. 221-18 et seq. of the French Consumer Code, the Customer has **fourteen (14) days** to withdraw from the contract, without giving any reason and without incurring costs other than those set out below. This period runs from the day on which the Customer, or a third party designated by the Customer other than the carrier, takes physical possession of the Product; for an order of several Products delivered separately, it runs from receipt of the last Product.

8.2. **How to withdraw.** To exercise this right, the Customer informs Nyoon of their decision to withdraw, before the period expires, by an unequivocal statement: by e-mail to admin@nyoon.com, through the contact form on the Site (subject “Cancel or withdraw”), or by post to Nyoon, 2 rue Sainte-Catherine, 34000 Montpellier, France. The Customer may use the model form set out in the appendix, but this is not compulsory. Nyoon acknowledges receipt of the withdrawal by e-mail.

8.3. **Returning the Products.** The Customer sends the Products back, complete and in their original packaging where possible, to: **Nyoon, 2 rue Sainte-Catherine, 34000 Montpellier, France**, without undue delay and no later than fourteen days after communicating the decision to withdraw. **Return costs are borne by the Customer.** We recommend a tracked shipment: the burden of proving shipment lies with the Customer.

8.4. **Refund.** Nyoon refunds all amounts paid, including the initial delivery costs (on the basis of the least expensive standard delivery method offered), no later than fourteen days from the day on which it is informed of the decision to withdraw. Nyoon may withhold the refund until it has received the Products back or until the Customer has supplied proof of having sent them, whichever is earlier. The refund is made using the payment method used for the order, unless the Customer expressly agrees otherwise, and at no cost to the Customer.

8.5. **Diminished value.** The Customer may be held liable for any diminished value of the Products resulting from handling other than what is necessary to establish their nature, characteristics and functioning.

8.6. **Exceptions.** In accordance with Article L. 221-28 of the French Consumer Code, the right of withdrawal does not apply to:

- **goods which have been unsealed by the Customer after delivery and which cannot be returned for health protection or hygiene reasons** (Article L. 221-28, 5°). **All adult toys (dildos) sold on the Site are delivered in sealed protective packaging and fall into this category as soon as the seal has been opened or removed.** As long as the seal is intact, the right of withdrawal applies normally;
- **goods made to the Customer's specifications or clearly personalised** (Article L. 221-28, 3°), for example a Product bearing an inscription, engraving, number or colour made at the Customer's express request. The mere fact that a catalogue Product is made after the order, without personalisation, does not deprive the Customer of the right of withdrawal.

The Customer is informed of these exceptions on the relevant Product pages and before confirming the order.

ARTICLE 9

Customer service and complaints

For any question or complaint, the Customer can contact customer service through the contact form on the Site, by e-mail at admin@nyoon.com or by post at the registered office address. Nyoon aims to reply within seven working days.

ARTICLE 10

Legal guarantees

10.1. Products are covered by the legal guarantee of conformity (Articles L. 217-1 et seq. of the French Consumer Code) and the guarantee against hidden defects (Articles 1641 to 1649 of the French Civil Code), under the conditions set out in the box below. To claim under these guarantees, the Customer contacts customer service (Article 9), for example with the "A defect on my toy" form, describing the defect, with photos if possible. Where the Product has to be returned under these guarantees, return costs are borne by Nyoon.

10.2. These guarantees do not cover damage resulting from use that does not comply with the use, care, cleaning and storage instructions supplied with the Product or on the Site (for example, use of a silicone-based lubricant with a silicone Product, exposure to a heat source, or prolonged contact with another incompatible material), nor normal wear and tear. Defects disclosed on the page of a seconds Product (Article 4.4) are not covered.

> **Box – Legal guarantee of conformity and guarantee against hidden defects** *(translation of the mandatory French text)*
>
> The consumer has a period of two years from delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer only has to establish the existence of the lack of conformity and not the date on which it appeared.
>
> Where the contract of sale provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal guarantee applies to that digital content or digital service throughout the planned supply period. During this period, the consumer only has to establish the existence of the lack of conformity affecting the digital content or digital service and not the date on which it appeared.
>
> The legal guarantee of conformity entails an obligation for the trader, where applicable, to supply all updates necessary to keep the goods in conformity.
>
> The legal guarantee of conformity entitles the consumer to have the goods repaired or replaced within thirty days of the request, free of charge and without major inconvenience.
>
> If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.
>
> If the consumer requests repair of the goods but the seller imposes replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.
>
> The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract and obtain a full refund in exchange for returning the goods, if:
>
> 1° The trader refuses to repair or replace the goods;
>
> 2° The repair or replacement of the goods takes place after a period of thirty days;
>
> 3° The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer permanently bears the costs of taking back or removing the non-conforming goods, or bears the costs of installing the repaired or replacement goods;

4° The lack of conformity persists despite the seller's unsuccessful attempt to bring the goods into conformity.

The consumer is also entitled to a price reduction or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination. The consumer is then not required to request repair or replacement first.

The consumer is not entitled to terminate the sale if the lack of conformity is minor.

Any period during which the goods are out of use for repair or replacement suspends the remaining guarantee period until the goods are delivered back in working order.

The rights mentioned above result from Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual turnover (Article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects under Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or to a full refund in exchange for returning the goods.

ARTICLE 11

Use of the Products

Products come with use, care and hygiene advice, which is also available on the Site. The Customer undertakes to follow it. Adult toys are intended for personal use and must not be shared without protection or appropriate cleaning.

ARTICLE 12

Liability

12.1. Nyoon is liable as of right for the proper performance of the obligations arising from the contract, in accordance with Article L. 221-15 of the French Consumer Code. However, it may be released from all or part of its liability by proving that the non-performance or improper performance of the contract is attributable to the Customer, to the unforeseeable and insurmountable act of a third party to the contract, or to force majeure.

12.2. Nothing in these Terms of Sale limits or excludes the rights the Customer has under the law, in particular under the legal guarantees, nor Nyoon's liability for gross negligence or personal injury.

ARTICLE 13

Personal data

Since information relating to orders may reveal data concerning the Customer's intimate life, its processing is based on the explicit consent the Customer gives by ticking the box provided for this purpose before confirming the order; it is used solely for the performance and follow-up of the order. The Customer's personal data are processed by Nyoon in accordance with its privacy policy, available on the Site, which sets out in particular the purposes of processing, their legal bases, the recipients of the data, retention periods and the Customer's rights.

ARTICLE 14

Intellectual property

Purchasing a Product does not grant the Customer any rights to Nyoon's trademarks, designs, illustrations, characters or other protected elements, the conditions of use of which are set out in the Terms of Use.

ARTICLE 15

Governing law and disputes

15.1. These Terms of Sale are governed by French law. This choice does not deprive a Customer residing in another country of the protection afforded by the mandatory provisions of the law of their country of residence.

15.2. In the event of a dispute, the Customer may bring proceedings, at their choice, before the court of the place where they were domiciled at the time the contract was concluded or the harmful event occurred, or before any other court having jurisdiction under the law.

APPENDIX

Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To Nyoon, 2 rue Sainte-Catherine, 34000 Montpellier, France — admin@nyoon.com:

I/We (*) *hereby give notice that I/We (*) withdraw from my/our (*) *contract of sale of the following goods (*):

- Ordered on (*) */ received on (*):
- Order number:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only if this form is notified on paper):
- Date:

(*) Delete as appropriate.