## Baimin



A B TO SHE

## **Presentation**

MARTY Sports is a French company specialized in Manufacturing, Design, Marketing and Installation of sports equipment and

furniture mainly intended for local authorities.

A 100% family-owned company, it was created in October 1979 by Raymond and Jeanne Martinez to exploit innovations in the world of athletics, designed by Raymond Martinez, who was a technical executive at the Fédération Française d'Athlétisme. Their twin sons Laurent and Stéphane took over in 1986 and quickly added their skills in Team Sports and sports hall equipment. Since February 2019 Laurent Martinez has been managing the company.

MARTY Sports Athletics products are IAAF certified (International Athletics Federation), Basketball recommended by the FFBB (French Basketball Federations), Badminton classified FFBAD (French Badminton Federation).

Football goals are approved by FIFA (International Football Federation).



The emergence of European Standards at the end of the 1990s, and also the French decree of June 1996 on the safety of sports equipment (now integrated into the Sports Code), forced **MARTY Sports** to create its own Design Office, which over the years has become a real asset for the company and its customers. The total integration of the design allows us to constantly innovate and support the development of sports, particularly in Athletics, Football, Badminton, Tennis or Basketball, where we work in support of their federations. Basketball, where we work in support of their rederations. This also allows us to make a difference from our competitors by offering **MARTY** products. We were also able to integrate eco-design following the completion of our first carbon footprint in 2009





## **Fabrication**

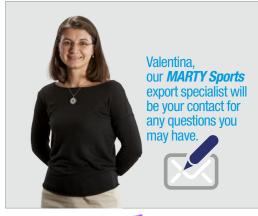
**MARTY Sports** has been manufacturing since 1981. In order to control quality, we have constantly improved our production resources with modern machines and tools that respect not only working conditions but also the environment, as our factory is located in the countryside. Almost the entire production chain is integrated, from digital cutting of metal or aluminium profiles, manual or automated welding, and finally powder painting on a conveyor.



## **Commercialization**

It is good to design and manufacture, but it is also necessary to commercialize. Since the early 2000s, we have chosen to sell almost everything directly or in very close contact with a network of distributors and installers. MARTY sells MARTY, which allows us to be in direct contact with customers, to be as close as possible to users' expectations and requirements.

For this purpose, our team of technical sales representatives employed by the company is at your disposal with the support of a strong organization administrative staff composed of sales assistants, accountants, a purchasing department and also a shipping department.



# **nstallatio**



We have our own specialized and experienced installation teams. Very well equipped, we have our own nacelles.



1 click on this icon you will send an e-mail to us. Ask for more infos, a quote...

## Web

Our website is completely renewed every 4 years to benefit from the latest developments. You can consult the product sheets and assembly plans, request a quote, place an order...

Catalogues

Our digital catalogues are interactive (Foot, Basket, Hand, Team Sport, Rugby, etc...),

Total product reference is a link to the Each product reference is a link to the page of this product on our web. Followingthis link, you will have access to more information, price, the technical sheet, and more photos... and you could ask for a quote or order online. A marketing department (catalogues, documents, newsletters, photos) is fully integrated into *MARTY Sports* since 2013.

## martysports.com



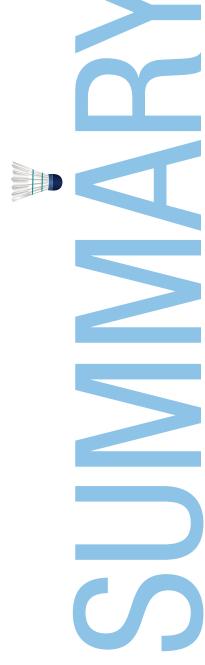






## Badminton \$

COMPETITION POST CLASSIFIED FFBAD	page	
DOUBLE POST CLASSIFIED FFBAD	page	•
NETS	page	•
REFEREE CHAIRS	page	7
TRAINING POSTS	page	7
ACCESSORIES	page	8
LOCKER ROOMS BENCHES	page	•
INFIRMARYMETALLICS LOCKERS	page 1 page 1	
GENERAL CONDITIONS OF SALES	page 1	









## **COMPETITION POSTS CLASSIFIED FFBaD**

#### **POSTS**

Round 40mm on the base (line width) and 35mm for the adjustable part. Net support system fitted with a large cable clamp for a very precise height adjustment.

Manual tension by cleat.

Fixed height  $1m5\overline{5}$  or adjustable in height 1m55/1m40 for disabled people and young players thanks to a new automatic device.

The pair.

#### **BASES**

3 models

- With ground sockets to seal.
- Mobile and auto-stable with base depth 0m38. Unit weight of a counterweight 75kg.
- $\bullet$  Mobile and auto-stable with base depth 0m60. Unit weight of a counterweight 55kg. With NEW wheels diameter 100mm, NON MARKING.

Maximum load 150kg per wheel.

	WITH GROUND SOCKETS	Classification FFBaD
BD2001	FIXED HEIGHT 1m55	PF22-2009
BD2000	ADJUSTABLE HEIGHT 1m40/1m55	PF25-2010

IN CONFORMITY with
EN1509 STANDARD
RECOMMENDED by the FFBaD
(French Badminton Federation)



	PROJECTION 0m38	Classification FFBaD
BD2006	FIXED HEIGHT 1m55	PF04-2008
BD2005	ADJUSTABLE HEIGHT 1m40/1m55	PF03-2008



	PROJECTION 0m60	Classification FFBaD
BD2007	FIXED HEIGHT 1m55	PF05-2008
BD2004	ADJUSTABLE HEIGHT 1m40/1m55	PF02-2008



#### **DOUBLE POST CLASSIFIED FFBad**

**BD2008** 

FFBad classification Regional and National.

Mobile and free-standing with a 55kg weighted base.

Total weight of the 70kg.

Double post adjustable in height similar to classified free-standing competition posts.

Adjustable projection from 0m84 to 1m29 (outer dimensions).



We remind you that if you own the **MARTY Sports FFbad classified** badminton posts, you have the obligation, to keep the classification, to use the net ref BD6530.

#### **BADMINTON COMPETITION NET**

BD6530

To be used IMPERATIVELY with all our classified posts. Polyamide 1,2mm.19mm mesh.

WHITE band with tension halyard.

Brown PVC band in perimeter with 4 Velcro strips on each side to maintain the net along the posts according to regulation's requirements. The unit





#### REFEREE CHAIRS

#### **UMPIRE'S CHAIR**

BD6550

EXCLUSIVE MODEL used on all French Championship and 2010 World Championship.

Functional and aesthetic, especially studied for the BADMINTON. Metallic dismountable. VERY STABLE and VERY CONFORTABLE. With non-skid bars.

PVC seat with backrest height 1m55.

With advertising metallic plate riveted around the seat on 3 faces. H shape base, allowing fitting in badminton posts of 600mm width. With transporting wheels.

Total weight 59 kg.

The unit.



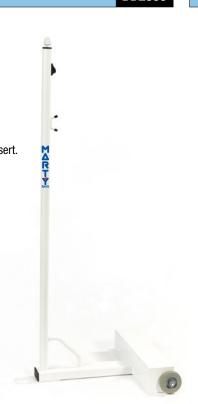
## **TRAINING POSTS**

CLUB POSTS BD2500

Not classified, for leisure use.
Fixed height 1m55.
Mobile on weighted base 20kg
(unit) projection 0m60.
With transporting wheels
diameter 100mm NON MARKING.
Round posts 40mm (line width).
Very precise height adjustment
thanks to a wide cable clamp.
Height of the post finished by a
SPECIFIC PVC tip, with a threated insert.

Tension of the net with a cleat.

With anti-tilt placket. WHITE powdered The pair.



**DOUBLE POSTS** 

Not classified, for leisure use. Height 1m55.

New depth.

With transporting wheels. WHITE powdered.

2 base TO BALLAST

delivered empty.

Unit weight of the

ballast maximum 8 kg.

The unit.



## **ACCESSORIES**

#### **BADMINTON TROLLEY**

R1301

Movable to store 10 pairs of badminton posts to seal. Metallic WHITE powdered. With 4 pivoting wheels NON MARKING. Plywood floor with PVC protections for stands rubbing.

The unit.



#### **BADMINTON RACK**

To store badminton posts with sockets.

R1312

For 2 pais.

R1318

For 8 pairs.

R1314

For 4 pairs.

R1320

For 10 pairs.

R1316

For 6 pairs.



#### **GROUND SOCKETS**

**BD2040** 

For competitions posts BD2000 and BD2001. For round profiles of Ø40mm. With tops. The pair.

#### **SUPPORT POST**

Metallic. For use of long badminton nets. Central post allowing to support the nets at a standard height.

FREE-STANDING, H base shape.

WHITE powdered.

The unit.



#### **TELESCOPIC MEASURING DEVICE**

A1660

BD6529

To measure very precisely the game heights. Telescopic. Maximum height 3m00. Reading is made on inner sliding tube Flask for horizontal and vertical reading

The unit.



#### **EXTRA FOR CAST FLOOR COVERING**

T6215

For sports grounds as cast floor covering. Aluminium frames to be sealed on top of ground sockets and anchorages. With tops to fill-in with sport surfaces. The unit.





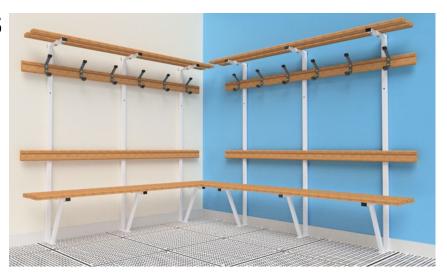


## **LOCKER ROOMS BENCHES**

#### **VERY ROBUST manufacturing**

- Metallic supports with fixation in the ground or to the wall.
- WHITE polyester powdered.

   Polyurethane varnished Fir wood or Exotic wood.
- Delivered with screws but without plugs and bolts for fixation.
- Dimensions : Seat height 40cm.
- Total height when bench is complete: 1m78.



IMPORTANT : Benches are sold by linear meter. Minimum 1m00, and then by multiples of 10cms. Maximum length 4m00.

WOOD SECTION	VARNISHED FIR WOOD	VARNISHED EXOTIC WOOD
SEAT	2 lathes 130 x 28mm	2 lathes 130 x 28mm
BACK	1 lathe 90 x 32mm	1 lathe 90 x 28mm
BAGS LATHES	2 lathes 90 x 32mm	2 lathes 90 x 28mm
PEGS LATHES	1 lathe 90 x 32mm	1 lathe 90 x 28mm

#### **WALL BENCHES WITHOUT PEGS**

Quality wood, fir or exotic.

		;	SUPPORTS		
	WHITE	SPEC RAL	GALVA	GALVA WHITE	GALVA SPEC RAL
SINGLE BENC	<b>H.</b> Seat onl	y. 1 wall fix	cation + 1 g	ground fixa	tion.
FIR	S1055	S1055S	S1055G	S1055GB	S1055GS
EXOTIC	S1050	S1050S	S1050G	S1050GB	S1050GS
STRENGTHEN	ED BENCH	. Seat Only	. 2 ground	fixations.	
FIR	S1065	S1065S	S1065G	S1065GB	S1065GS
EXOTIC	S1060	S1060S	S1060G	S1060GB	S1060GS
WALL BENCH.	. Seat only. 1	wall fixation	n + 1 fixatio	n very close	to the wall.
FIR	S1069	S1069S	S1069G	S1069GB	S1069GS
EXOTIC	S1068	S1068S	S1068G	S1068GB	S1068GS
WALL BENCH. Seat + back 1 ground fixation + 1 wall fixation.					
FIR	S1075	S1075S	S1075G	S1075GB	S1075GS
EXOTIC	S1070	S1070S	S1070G	S1070GB	S1070GS



#### **WALL BENCHES WITH PEGS**

Quality wood, fir or exotic. 2 wall fixations + 1 ground fixation.

			SUPPORTS		
	14/11/77				O A L V A
	WHITE	SPEC RAL	GALVA	GALVA WHITE	GALVA SPEC RAL
WALL BENCH.	Seat + pe				
FIR	S1095	S1095S	S1095G	S1095GB	\$1095G\$
EXOTIC	S1090	S1090S	S1090G	S1090GB	S1090GS
WALL BENCH.	Seat + pe	g lathes +	backs.		
FIR	S1135	S1135S	S1135G	S1135GB	S1135GS
EXOTIC	S1130	S1130S	S1130G	S1130GB	S1130GS
WALL BENCH.	Seat + pe	g lathes +	bag lathes		
FIR	S1115	S1115S	S1115G	S1115GB	S1115GS
EXOTIC	S1110	S1110S	S1110G	S1110GB	S1110GS
<b>COMPLETE WALL BENCH.</b> Seat + back + bag lathes + peg lathes.					
FIR	S1155	S1155S	S1155G	S1155GB	S1155GS
EXOTIC	S1150	S1150S	S1150G	S1150GB	S1150GS



#### **FLOOR BENCHES WITH PEGS**

Quality wood, fir or exotic. 2 ground fixations.

		;	SUPPORTS	;	
	WHITE	RAL SPEC.	GALVA	GALVA WHITE	GALVA RAL SPEC.
WALL BENCH	. Seat + pe	g lathes.			
FIR	S1096	S1096S	S1096G	S1096GB	S1096GS
EXOTIC	S1091	S1091S	S1091G	S1091GB	S1091GS
WALL BENCH	Seat + pe	g lathes +	backs.		
FIR	S1131	S1131S	S1131G	S1131GB	S1131GS
EXOTIC	S1136	S1136S	S1136G	S1136GB	S1136GS
WALL BENCH	Seat + pe	g lathes +	bag lathes		
FIR	S1111	S1111S	S1111G	S1111GB	S1111GS
EXOTIC	S1116	S1116S	S1116G	S1116GB	S1116GS
COMPLETE W	ALL BENC	<b>H.</b> Seat + b	ack + bag	lathes + pe	eg lathes.
FIR	S1151	S1151S	S1151G	S1151GB	S1151GS
EXOTIC	S1156	S1156S	S1156G	S1156GB	S1156GS



## **CENTRAL BENCH**

		;	SUPPORTS		
	WHITE	SPEC RAL	GALVA	GALVA WHITE	GALVA SPEC RAL
SIMPLE BENC	<b>H.</b> Seat only	+ 1 wall fixat	ion + 1 groui	nd fixation.	
FIR	S1085	S1085S	S1085G	S1085GB	S1085GS
EXOTIC	S1080	S1080S	S1080G	S1080GB	S1080GS
STRENGHTEN	ED BENCH	Seat only +	2 ground fixa	ations.	
FIR	S1105	S1105S	S1105G	S1105GB	S1105GS
EXOTIC	S1100	S1100S	S1100G	S1100GB	S1100GS
WALL BENCH.	Seat only + 1	1 wall fixation	+ 1 ground fix	cation very clo	se to the wall.
FIR	S1145	S1145S	S1145G	S1145GB	S1145GS
EXOTIC	S1140	S1140S	S1140G	S1140GB	S1140GS
WALL BENCH.	Seat + back	1 ground fixe	ation + wall fi	ixation.	
FIR	S1125	S1125S	S1125G	S1125GB	S1125GS
EXOTIC	S1120	S1120S	S1120G	S1120GB	S1120GS
COMPLETE CENTRAL BENCH. Seat + back + bag lathes + peg lathes.					
FIR	S1165	S1165S	S1165G	S1165GB	S1165GS
EXOTIC	S1160	S1160S	S1160G	S1160GB	S1160GS



## **PORTE PAQUETS**

	·				
		;	SUPPORTS	;	
	WHITE	SPEC RAL	GALVA	GALVA WHITE	GALVA SPEC RAL
BAG LATHES.					
FIR	S1175	S1175S	S1175G	S1175GB	S1175GS
EXOTIC	S1170	S1170S	S1170G	S1170GB	S1170GS
COMPLETE BA + 1 bag lathes ra	COMPLETE BAG LATHES. Wall metallic support + 2 lathes for bag lathes + 1 bag lathes rail.				ag lathes
FIR	S1195	S1195S	S1195G	S1195GB	S1195GS
EXOTIC	S1190	S1190S	S1190G	S1190GB	S1190GS



#### **RAIL METALLIC PEG LATHES**

**S1180** 

Metallic rail 40 x 27 mm. WHITE powdered. With welded pegs S1185. The linear meter.

#### **RAIL FIR PEG LATHES**

S1181

Polyurethane varnished fir rail. 40mm thickness. With pegs S1185. The linear meter.

#### **RAIL EXOTIC PEG LATHES**

S1182

Rail in Polyurethane varnished exotic wood. 30mm thickness. With pegs  ${\sf S1185}$ .

The linear meter.

#### **METALLIC PEGS**

S1185

Steel bi-pegs VERY ROBUST equipping all our benches. Gold bi chromate finished. 2 fixations. With finishing tips. The unit.



#### **INFIRMARY**

#### **EXAMINATION COUCH**

S1620

Steel base. Adjustable head. Foam saddlery 5cm thickness covered with black leatherette. Dimensions: 1m88 x 0m56. Height 52 cm. Delivered dismantled.



**EXAMINTATION STOOL** 

The unit.

S1625

PVC frame. Adjustable in height. Seat is made of foam covered with leatherette. The unit.



#### **PHARMACY CABINET**

**S1630** 

Metallic, with a safety lock. 2 shelves. **Delivered EMPTY** The unit.



#### STRETCHER CUPBOARD

**S1610** 

Complete made of metal sheets, lacquered, 2m30 x 0m20 x 0m10 depth. Complete with: 1 stretcher alu foldable in 2 on the length, 2 blankets,1 safety box + 3 straps. The unit.

#### **STRETCHER**

**S1600** 

Aluminium foldable in 2 on the length. Very strong plastic coated canvas hygienic. 1m85 x 0m55 x 8cm thickness. Weight 8kg. The unit.



### **METALLIC LOCKERS**





- Phosphate steel sheet, 6/10th and 8/10th thickness for the frame and 6/10th for doors.
- High and low ventilation.
- Equipped with a fixed shelf.
- Handle for coat hanger.
- Every compartment is equipped with a small mirror and with a coat hook.
- 1 room for labeling on each door.
- Powder painting dried at 180°C.

#### Choice of 16 COLORS:

- The outside frames and the doors can be of a different color.



	1 BOX PER COLUMN				
	Nb of boxes	Locking	Ref.		
		Key	S1500		
1 column	1	Padlock*	S1501		
		Coins	S1502		
2 columns	2	Key	S1510		
		Padlock*	S1511		
		Coins	S1512		
		Key	S1530		
3 columns	3	Padlock*	S1531		
		Coins	S1532		
		Key	S1550		
4 columns	4	Padlock*	S1551		
		Coins	S1552		

**Total DIMENSIONS:** Height 1m80 witho Depth 50cm.

#### Width:

- 1 Box 0m30
- 2 Boxes 0m60
- 3 Boxes 0m90
- 4 Boxes 1m20

#### 3 CLOSING:

- · By padlock (not provided).
- · By key lock.
- By coins.

Height 1m80 without feet.					
Depth 50cm.	ı ieei.	Nb of boxes	Locking	Ref.	
Width:			Key	S1520	
• 1 Box 0m30 • 2 Boxes 0m60	1 column	1	Padlock*	S1521	
<ul><li>3 Boxes 0m90</li><li>4 Boxes 1m20</li></ul>			Coins	S1522	
3 CLOSING:			Key	S1540	
<ul><li>By padlock (not provided).</li><li>By key lock.</li><li>By coins.</li></ul>	2 columns 3 columns 4 columns	3	Padlock*	S1541	
			Coins	S1542	
			Key	S1560	
			Padlock*	S1561	
			Coins	S1562	
**padlock not included			Key	S1580	
			Padlock*	S1581	
			Coins	S1582	

**2 CASES PAR COLONNE** 



#### **GENERAL CONDITIONS OF SALES**

1. UBJEC! AND SCOPE OF APPLICATION.
These general terms and conditions of sale apply to all sales of sporting goods and equipment (excluding France) (hereinafter «the Equipment»), concluded between the company MARTY SPORTS, a public limited company with a board of directors and supervisory board with capital of 408,000 euros, whose registered office is Route de la Meignanne, 49370 Saint Clément de la Place registered with the Registry of Commerce and Companies of Angers under number B 317.121.747 (hereinafter "MARTY SPORTS" and professional purchasers (hereinafter "Buyer).

Any order of Materials implies the acceptance without reserve by the Purchaser of the present general conditions of sale which prevail over any other document has personal conditions of sale shall be agreed upon in writing between the parties. The special conditions indicated on the quotations and/or the order confirmations addressed by MARTY SPORTS prevail over the present general conditions of sale. Any other document than these general conditions of sale, and in particular the catalogs, pictures, prospectuals, and when only an informative, indicative and non-contractual value. The material sold may be modified in relation to the texts, descriptions or engravings and prints of the MARTY SPORTS catalogs, without warning in order to take account of the evolutions of the applicable professional and public regulations and this without the Purchaser may consider that the amendments constitute a change of the contract of sale.

#### 2. ORDERS.

2. ONLIVENS.
The sales are perfect only after the express and written acceptance of the order of the Buyer which will be materialized by an order confirmation issued by MARTY SPORTS. Orders issued by the Buyer are firm and not cancellable unless exceptional and written agreement of MARTY SPORTS. MARTY SPORTS reserves the right to refuse any order issued by a Buyer who has not made the agreed payment and/or with which MARTY SPORTS would have had a dispute of payment in the context of an order and/or any order mentioning a price of equipment not corresponding to the tariff in force on the date of issue of the order and/or any order which would indicate an abnormally long delivery time or a duration of more than 3 months.

#### 3. DELIVERY AND MATERIALS RECEPTION

#### 3.1 Delivery time and delivery conditions.

3.1 Delivery time and delivery conditions.
MARTY SPORTS will make its best efforts to execute the orders and respect the delivery times it indicates when it accepts the order except in case of force majeure within the meaning of article 1148 of the Civil Code or events such as strikes, lock-out, epidemics, war, requisitioning of fire, flood, interruption or delay in transport or any other cause causing total or partial unemployment of MARTY SPORTS. The delivery times indicated in the quotation and/or acceptance of the order do not constitute a delay of rigor. Accordingly, unless otherwise agreed in writing between MARTY SPORTS and the Purchaser, any delays of delivery shall not give rise to any penalty or indemnity, nor to justify the cancellation or termination of the order. If partial deliveries are requested by the Purchaser, these will be made subject to the prior agreement of the latter concerning
the payment of additional transport costs. In case of non-payment of an invoice that has expired, MARTY SPORTS reserves the right to suspend any delivery in progress and/or to come.

3.2 Materials reception.

The Materials eldivered comply with the applicable regulation and with the technical standards expressly stated in the quotation. The Buyer shall have five (5) working days from the delivery of the Materials to proceed with the receipt of the Materials and issue, if necessary, by registered letter with acknowledgment of receipt, any reserves to MARTY SPORTS. It shall be the responsibility of the Purchaser to provide all justifications as to the actual defects or deficiencies found. No claim can be accepted in case of non-compliance by the Buyer of these formalities. By explicit agreement, any installation of the Material by the Purchaser shall be without reserve receipt of the Materials will be made by the Buyer without the prior express written consent of MARTY SPORTS, obtained in particular by fax or e-mail. The Materials will have to be returned over in the state With their original packaging and have not been used. The costs of return will be borne by MARTY SPORTS by MARTY SPORTS in the case that an apparent defect, or missing, has actually been ascertained by the latter or by its agent. MARTY SPORTS will replace or repair, at its option, within a reasonable time and at its own expense, the non-conforming materials without the Buyer being entitled to any compensation, penalties, damages, or resolution of the order. The claim made by the Buyer under the terms and conditions described in this article shall not suspend payment by the Purchaser of the Materials concerned.

#### 4. TRANSFER OF OWNERSHIP AND RISKS.

In the case of non-payment by the Buyer of all or part of the price of the order, MARTY SPORTS reserves, until the completer payment of the price, in principal and accessories, a right of ownership on the Materials in accordance with article L 624-16 of the French Commercial Code. On the other hand, the transfer of the risk of loss and deterioration of MARTY SPORTS Materials will be realized as soon as the Materials are delivered to the Buyer according to the conditions indicated in article 3.1 hereof. It is the responsibility of the Purchaser to subscribe for the necessary insurance.

5. TARIFF - PRICE.

The MARTY SPORTS tariff applies to all Buyers on the same date and for the duration indicated in the latter. This can be reviewed during the year. Any tariff changes shall be the subject of an information to customers and will be applicable for any order issued as of the date shown of the new tariff. Unless otherwise specified in the quotation, prices are quoted INCOTERIMS EXWORKS, excluding tax and customs duties, including packing.

#### 6. PAYMENT CONDITIONS.

- For all new Buyers, the payment of the price must be made in totality when placing the order of the Materials.
- For registered customers, unless written agreement between the parties, the payment of the price must be made in totality when placing the order of the Materials. However, if a delay in payment had been previously noted, the payment of the orders should take place in totality when the order is placed.

Payment methods:
- For all Buyers the payment will be made by bank transfer.

Advance payments are made without any discount.

Any delay in payment at maturity will result in penalties equal to 5 times the legal interest rate in effect in France on the due date. These penalties will automatically be paid to MARTY SPORTS without prior formal notice and without prejudice to any other action which MARTY SPORTS may be entitled to institute against the Buyer in this respect. In case of non-compliance with the payment terms set out above, MARTY SPORTS also reserves the right to suspend or cancel the delivery of outstanding orders, to suspend performance of its obligations. Moreover, in case of intervention by our fligation company, the Buyer will also be liable for an indemnity equal to 15% of the unpaid amount of the order, and without prejudice to any other action that MARTY SPORTS shall be entitled to sue the Buyer. as such.

7. COMMERCIAL GUARANTEE. In addition to the legal warranty of latent defects, the Materials delivered by MARTY SPORTS benefit from a warranty of twelve (12) months under normal conditions of use, from delivery as defined in Article 3.1 of these General Sales Conditions against any manufacturing defects rendering them unfit for the purpose of the activity for which they are intended. In order to assert its rights, the Buyer shall, on pain of forfeiture of his rights under this warranty, inform MARTY SPORTS, in writing within the twelve-month period specified above, of the existence of the defect. Under this warranty, MARTY SPORTS undertakes to repair or replace within a reasonable period of time the Equipment which for the defects will satisfy the conditions under which it will benefit from this commercial guarantee, excluding of any other costs, damages and interest and/or indemnities of any kind whatsoever such as, without imitation, penalties, traveling and/or subsistence expenses and/or cost of assembly of the Materials implementation of the warranty will not extend the warranty period for the replaced or repaired equipment. Any warranty is excluded in the case of misuse or use of the equipment contrary to the instructions for use and/or for the use for which the equipment is intended, negligence or lack of maintenance, lack of surveillations from the Buyer of third party, normal use of the Material or force majeure, of reparation and/or modification by the purchaser or a third party, improper installation, false maneuver, deterioration, sabotage, from any accident or damage likely to damage the equipment, such as but not limited to damages caused by weather, water, equipment or devices not supplied by MARTY SPORTS.

MARTY SPORTS liability for all causes, with the exception of personal injury and gross negligence, shall not exceed the duty-free price of the material and only covers direct material damage caused to the Buyer, who remains alone responsible for any damage caused to third parties, which would result from fault exclusively attributable to MARTY SPORTS in the execution of the order. Under no circumstances will MARTY SPORTS be liable to compensate for any intangible and/or indirect damages such as operating losses, profit, luck, commercial loss or loss of profit. The purchaser warrants the waiver of recourse by its insurers against MARTY SPORTS beyond the limits and exclusions set out above.

The drawings and pictures, sketches and designs of the catalog as well as the technical documents given to the buyers are the exclusive property of MARTY SPORTS and can not be reproduced, disseminated or used in any way without its express, written and prior authorization.

In the case that one of the provisions of these general terms and conditions is held to be invalid or contrary to a provision of public order by a competent court, these general conditions will continue to effects for all other provisions provided that the nullity pronounced does not affect all the contractual stipulations.

Any failure or renunciation by MARTY SPORTS to avail itself of the performance of one of the oblications can not be interpreted as the will of MARTY SPORTS to renounce subsequently the execution of the said oblications.

#### 12. DISPUTE - ATTRIBUTION OF JURISDICTION.

12. DEPUTE - AT INIBITION OF JORISDICTION.

IN THE ABSENCE OF AGREEMENT, ANY DISPUTE RELATING TO THE CONCLUSION, INTERPRETATION, PERFORMANCE OF THE PRESENT GENERAL CONDITIONS AND ORDERS WILL BE SUBMITTED TO THE COMMERCIAL OF ANGERS EXCLUSIVELY COMPETENT, INCLUDING REFERED, NOTWITHSTANDING THE GUARANTEE CALL OR THE PLURALITY OF DEFENDERS.

#### 13. APPLICABLE LAW.

To yexpress agreement between the parties, this contract is governed and subject to French law. The application of the Vienna Convention of 11 April 1980 is excluded. For convenience, an English translation has been established. However, in case of dispute, only the French text shall prevail.

#### FOR THE SALES WITH INSTALLATION OF THE MATERIALS BY MARTY SPORTS

14. The installation of material by Marty Sports must be considered as a complementary service to the sale and consequently can not have the effect of modifying the legal nature of the contractual relationship, the order remaining governed by the law applicable to the sale and by the present general conditions of sale. This qualification will be imposed to the judges in case of dispute over the present general conditions of sale.

15. In addition, MARTY SPORTS is not subject to the obligation to join a bad weather of paid vacation fund, to provide individual basic insurance and/or participate in the pro-rata account, the latter being obligations specific to the activity Building not belonging to MARTY SPORTS.

16. Limits of the work of the batch SPORTS EQUIPMENT.
These benefit limits are specified and are those specified in the AFNOR 52-400 standard.



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