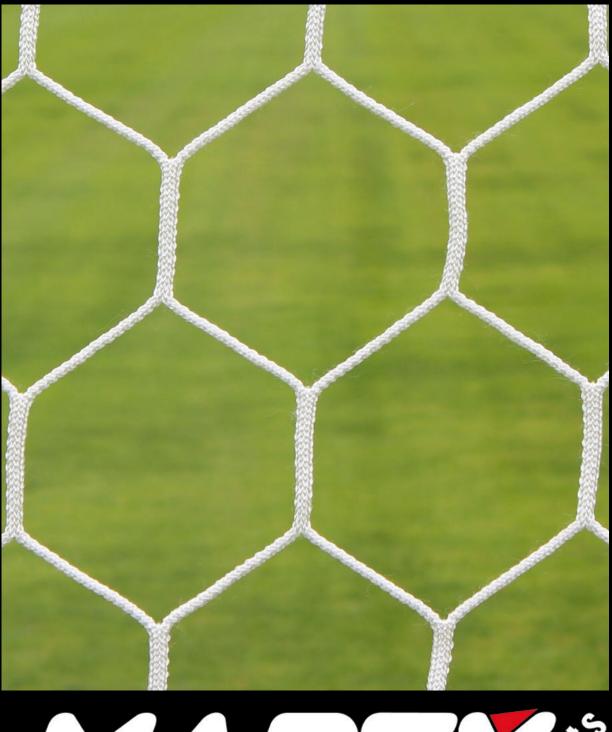
# HE S





# Presentation

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

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. The 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 is managing the company.

Since February 2019 Laurent Martinez is managing the company. **MARTY Sports' Athletics** products are **WA** certified (World Athletics), **the Basketball solutions** recommended by the **FFBB** (French Basketball Federations), **and Badminton is FFBAD** (French Badminton Federation) classified. **OurFootball** goals are approved by **FIFA** (International Football Federation).



The emergence of European Standards at the end of the 1990s, as well the French decree of June 1996 on the safety of sports equipment (now integrated into the Sports Code), has led to that **MARTY Sports** created 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, Athletics, Football, Badminton, Tennis or Basketball are fields where we work hand in hand with the national federations. 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





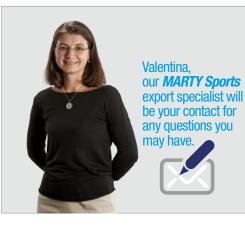
# Manufacturing

**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.

# **Sales**

Since the early 2000s, we have chosen to sell almost everything directly or in close collaboration with a network of distributors and installers. MARTY sells MARTY, which allows us to be in direct contact with most of our 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, together with the support of sales assistants, accountants, a purchasing department and a shipping department. The export in some regions/countries is done via local distributors, able to provide the same services as MARTY Sports do in France.





We have our own specialized and experienced installation teams who are fully equipped.





# 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, etc...All online!

MARTES

**Catalogues** Our digital catalogues are interactive (Foot, Basket, Hand, Team Sport, Rugby, etc...), Each product reference is a link to the page of this product on our web. Following this 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





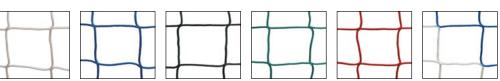
# Nets

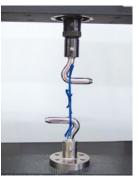
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# **HIGH QUALITY NETS**

Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.





Strength test for European Standard.





# BASKET

IN CONFORMITY WITH EN1270 and Sports Code. Simple mesh. WHITE. The pair.

B3124	COMPETITION	NYLON 4,5mm
B3136	HIGH COMPETITION	NYLON 6mm
B3132	SUPER SAM	Reinforced NYLON





Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.







HAND



# NETS WITHOUT KNOTS in polypropylene

Square MESH 100mm, 3m00 x 2m00. Rear shape 0m80/2m00. The pair.

	MESH	Diam	Color
H4130	SQUARE 100mm	3mm	BLACK
H4140N	SQUARE 100mm	4mm	BLACK
H4140V	SQUARE 100mm	4mm	GREEN
H4140B	SQUARE 100mm	4mm	WHITE
H4140R	SQUARE 100mm	4mm	RED
H4140BL	SQUARE 100mm	4mm	BLUE
H4150N	SQUARE 100mm	5mm	BLACK

# **NET HOOKS**

MARTY Sports EXCLUSIVE MODEL SPECIFIC net hooks screwed in the rear groove. WHITE. The set of 100.



# **FIXATION SANDOW**

H4120

F8104

For soft fixation of the nets. The roller of 10m00.

# **SHOCK ABSORBER NETS**

Square mesh 100mm. Diameter 4mm. For competition goals. The pair.

	MESH	Diam	Color
H4111N	SQUARE 100mm	4mm	BLACK
H4111B	SQUARE 100mm	4mm	WHITE
H4111BL	SQUARE 100mm	4mm	BLUE
H4111V	SQUARE 100mm	4mm	GREEN
H4111R	SQUARE 100mm	4mm	RED

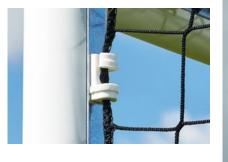
# NET HOOKS

PVC double hook with a central and unique fixation.

MODEL for metallic goals of our range.

Ideal model to put your equipments up to standards. WHITE.

The set of 100





F82092

F82091

F8109

# **TENSION SANDOW**

Set of 6

**TENSION ROPE** 

Set of 6



# FOOT

In conformity with EN748 standard and Sports Code. NET WITHOUT KNOTS in polypropylene. Square MESH 100mm (regulation max 120mm) 7m50 x 2m50. Per pair.

Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.



# **EUROPEANS**

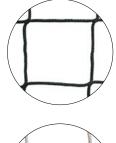
Rear shape 2m00/2m00.

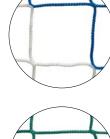
	MESH	Diam	Color
F8540N	SQUARE 100mm	4mm	BLACK
F8540V	SQUARE 100mm	4mm	GREEN
F8540B	SQUARE 100mm	4mm	WHITE
F8540R	SQUARE 100mm	4mm	RED
F8540BL	SQUARE 100mm	4mm	BLUE
F8550N	SQUARE 100mm	5mm	BLACK
F8640B	HONEY COMB	4mm	WHITE
F8740B	SQUARE 45mm	4mm	WHITE



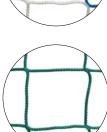
Rear shape 2m00/2m00

	MESH	Diam	Color
F8540BB	SQUARE 100mm	4mm	
F8540BR	SQUARE 100mm	4mm	









# TRADITIONAL

Rear shape 0m80/2m00.

	MESH	Diam	Color
F8430	SQUARE 100mm	3mm	BLACK
F8440N	SQUARE 100mm	4mm	BLACK
F8440B	SQUARE 100mm	4mm	WHITE

# JUNIORS

 $6m00 \ x \ 2m10.$  For goals to seal, transportable and foldable of our range. Per pair.

	REAR SHAPE	Diam	Color
F8324	0m80 / 2m	4mm	BLACK
F8324B	0m80 / 2m	4mm	WHITE
F8324BL	0m80 / 2m	4mm	BLUE

# MINI

4m00 x 1m50. Rear shape 0m80 / 1m50. The pair.

	MESH	Diam	Color
F8300	SQUARE 100mm	3mm	BLACK



# TRANSPORTABLE GOALS

Rear shape 0m80/2m00.. Per paire.

**TENSION ROPE** 

Set of 6.

	MESH	Diam	Color
F8430	SQUARE 100mm	3mm	BLACK
F8440N	SQUARE 100mm	4mm	BLACK
F8440B	SQUARE 100mm	4mm	WHITE

NET HOOKS	F8109
PVC double hook with a central and unique fixation. MODEL for metallic goals of our range. Ideal model to put your equipments up to standards. WHITE. The set of 100	

**TENSION SANDOW** 

F82092

F810

Set of 6.

**NET HOOKS** 

rear groove. WHITE. The set of 100.

MARTY Sports EXCLUSIVE MODEL SPECIFIC net hooks screwed in the

# **BEACH SOCCER**

5m50 x 2m20. Rear shape 0m80 / 1m50. The pair.

	MESH	Diam	Color
F7070	SQUARE 100mm	3mm	WHITE



F82091

# **FUTSAL**

# **NETS WITHOUT KNOTS in polypropylene**

Square MESH 100mm, 3m00 x 2m00. Rear shape 0m80/2m00. The pair.

	MESH	Diam	Color
H4130	SQUARE 100mm	3mm	BLACK
H4140N	SQUARE 100mm	4mm	BLACK
H4140V	SQUARE 100mm	4mm	GREEN
H4140B	SQUARE 100mm	4mm	WHITE
H4140R	SQUARE 100mm	4mm	RED
H4140BL	SQUARE 100mm	4mm	BLUE
H4150N	SQUARE 100mm	5mm	BLACK

# SHOCK ABSORBER NETS

Square mesh 100mm. Diameter 4mm. For competition goals.

i ne pair.			
	MESH	Diam	Color
H4111N	SQUARE 100mm	4mm	BLACK
H4111B	SQUARE 100mm	4mm	WHITE
H4111BL	SQUARE 100mm	4mm	BLUE
H4111V	SQUARE 100mm	4mm	GREEN
H4111R	SQUARE 100mm	4mm	RED

# **FOOTSAL FIXATION SANDOW**

For soft fixation of the nets. The roller of 10m00.



Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.

# NET HOOKS

MARTY Sports EXCLUSIVE MODEL SPECIFIC net hooks screwed in the rear groove. WHITE. The set of 100.

# F8104

F82091

# **NET HOOKS**

# F8109

H4120

PVC double hook with a central and unique fixation. MODEL for metallic goals of our range. Ideal model to put your equipments up to standards. WHITE. The set of 100







**TENSION SANDOW** 

Set of 6.

Set of 6.



**TENSION ROPE** 

# HOCKEY



# **ICE HOCKEY NETS**

HG972

Polypropylene without knots. Diameter 4mm. Square mesh 35mm. WHITE. Dimensions  $1m83 \times 1m22$ . The pair.

# **FIELD HOCKEY NETS**

HG952

BB005

Polypropylene without knots. Diameter 4mm. Square mesh 35mm. WHITE. Dimensions  $3m65 \times 2m14$ . The pair.



# **BROOMBALL**

# **BROOMBALL NETS**

For Broomball goal FURY by MARTY Sports BB001 or BB002. Mesh 45mm without knots. Diameter 4mm. White. The pair.







# **VOLLEY BALL**

Polypropylene. Simple mesh 100mm. BLACK. Delivered with a flat cable clamp in the case it would be necessary to shorten the cable. The unit.

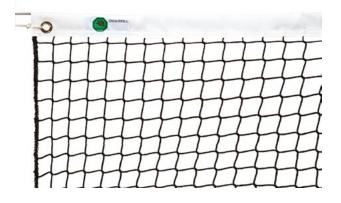
V5131	TRAINING	PP3mm	Tension rope
V5132	TRAINING 8m00	PP3mm	Tension rope
V5141	COMPETITION	PP3mm	Steel cable with PVC bands
V5161	HIGH COMPETITION	PP4mm	Steel cable with PVC bands on the perimeter
V5167	BEACH	PP3mm	PE rope with YELLOW PVC band on the top
V5168	BEACH	PP3mm	PE rope with YELLOW PVC band on the perimeter

Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.



# **TENNIS**

POLYPROPYLENE WITHOUT KNOTS. Mesh 45mm. 12m80 x 1m07. BLACK with white PVC band. Steel tension cable 4mm.





T6131	COMPETITION	PP3mm	PVC band on the top	BLACK
T6141	COMPETITION	PP4mm	PVC band on the top	BLACK
T6151	HIGH COMPETITION	PP4mm	PVC band on the top + perimeter	BLACK
T6161	MINI TENNIS 3m x 0m76	PP3mm	PVC band on the top	BLACK
T6166	MINI TENNIS 6m x 0m76	PP3mm	PVC band on the top	BLACK

Exclusive nets range in polypropylene without knots. Very high quality SPANISH production.

# BADMINTON

**BADMINTON COMPETITION NET** 

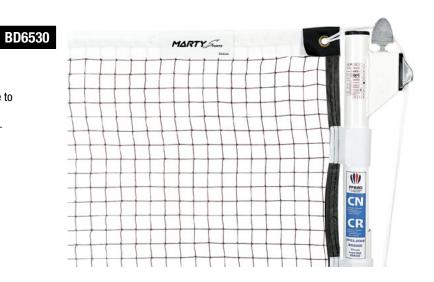
To be used IMPERATIVELY with all our classified posts. Polyamide 1,2mm. 19mm mesh

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.

To use IMPERATIVELY with all our graded posts.





# **THROWING CAGES**

Nets are :

- polypropylene 40mm mesh with border of 8mm thickness. .
- Green Colour..
- Thread of diameter :
  - 5mm for HAMMER (should resists to 330kg).
  - 4mm for DISCUS (should resists to 270kg).

**CAUTION** : It's the smallest part of the netting that is considered for regulation and not the height of posts.



# **HAMMER CAGES**

14 MARTY SUST

### **INNER NET HAMMER CAGE** A2430BFU5 **EXTRA NETTING FOR HAMMER CAGES** INTERIOR NET for hammer cage MARTY Sports Ref A2430B Extra OUTER NET for hammer cages. 40mm mesh. GREEN net 5mm polyamide 40mm mesh, Green polypropylene. Dim: 23m00 x 6m80. resistance 330kg in one piece to avoid the Unit passage of hammer. A2430FE4 Ø 4mm. Dimensions: 32m20 x 7m40. The unit. BY QUOTATION. A2430FE5 Ø 5mm. A2430BFAV **EXTRA 2nd NET ON FRONT DOORS NETTING M<sup>2</sup>** NETTING ON MEASURE. Specify length and width. Second net to double the protection on front doors. 40mm mesh. 5mm. Green polypropylene Ø4 mm. 40mm mesh without knots. 8mm thickness BORDER. With testing thread. Green polypropylene. Dim: 5m040 x 10m305 The pair. The M<sup>2</sup>. **REPAIRING KIT** A2460 A2465 For outer net of HAMMER or DISCUS CAGES. Resistant to 270Kg. To repair throwing netting. A2461 For HAMMER cages INNER netting of for Green polyamide Ø4 mm. FRONT DOORS netting. Resistant to 330Kg 25ml roll.

# **DISK CAGES**

# **INNER NET CAGE DISK**

INTERIOR NET for disk cage MARTY Sports REF A2420B. Nylon net without knot. GREEN NET 40mm mesh Wire 4mm. Bordered on the periphery. Dimension: 4m60 x 25m00 The unit. BY QUOTATION.



A2420FE

A2422FI

A2422FE

# **OUTER NET CAGE DISK**

External net for disk cage MARTY Sports REF A2420B. Mesh 40mm. Diameter 4mm. Green polypropylene. Dimensions :  $4m10 \times 26m00$  The net.

# INNER NET CAGE DISK (Cage 2020)

Polypropylene net without knots, 40mm mesh 4mm. GREEN. Bordered on the periphery. For MARTY Sports disk cage (REF A2423A) World Athletics CERTIFIED.

## OUTER NET CAGE DISK (Cage 2020)

Polypropylene net without knots, 40mm mesh 4mm. GREEN. Bordered on the periphery. For MARTY Sports disk cage (REF A2423A) World Athletics CERTIFIED.

A2460

A2465

# **NETTING M<sup>2</sup>**

CUSTOMIZED. Specify Length and Width. Green Polypropylene. Mesh 40mm without knots. Edge 8mm on the periphery. With test strips. The m2. BY QUOTATION.

# **REPAIRING KIT**

For repairing snags on casting nets. GREEN polyamide diameter 5mm. Roll of 25 meters.



MARTY State 15

## **GENERAL CONDITIONS OF SALES**

### OBJECT AND SCOPE OF APPLICATION.

1. USACI AND SOURCE 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 exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers under number B 317.121.747 (hereinafter «MARTY SPORTS\* and exclamationaria) deventiones of Angers und professional purchasers ( hereinafter "Buver)

protessional purchases ( hereinater 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 documents of the Purchaser, and in particular on all general conditions of purchase and this in accordance with article L 441-6 of the commercial register. Any waiver of these general 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, prospectuses, advertisements, notices, have 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

c. UDUCES. 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. WARTY SPORTS must be context of an order and/or any order reactinging to a drive adverserve 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 reactinging to a drive adverserve the registration of the second by the secon agreement of weight of the other 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. 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

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

3.2 Maternals reception. The Materials elevered 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 without reserve receipt of the Materials. No returns of Materials will be made by the Buyer switten conserves to MARTY SPORTS. It shall be without reserve receipt of the Materials. No returns of Materials will be made by the Buyer without the prior express written conserve to MARTY SPORTS by MARTY SPORTS by the Buyer written conserve to the materials will be made by the Buyer written conserve to the materials will be made by the Buyer written conserves to the materials will be made by the Buyer written conserves to the materials will be made by the Buyer written conserves to the materials will be made by the Buyer written conserves to the materials will be made by the Buyer switten conserves to the materials will be made by the Buyer written conserves to the state of the Materials will be accessed to the materials will be the prior express written conserves to the costs of return will be borne by MARTY SPORTS by MARTY SPORTS by MARTY SPORTS to 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

4. INANOFCE OF OWNERSDIF AND MISSS. 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 INCOTERMS 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 are made without prejudice to any other action which MARTY SPORTS may be entited 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 biligations. Moreover, in case of intervention by our litigation 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 sustee and without prejudice to suspend or cancel the delivery of outstanding orders, to suspend performance of its biligations. Moreover, in case of intervention by our litigation 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 sustee 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 sustee 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 sustee 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 sustee the Buyer will also be active the Buyer will also be active to the order and without prejudice to any other action that MARTY SPORTS shall be entitled to sustee the Buyer will also be active to sustee the Buy as such

### 7 COMMERCIAL GUARANTEE

In commencial containing 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. addres of the ossistence of the object of the distance of the

### 8. LIABILITY

AMATY 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.

### 9.INTELLECTUAL PROPERTY.

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.

### 10.PARTIAL INVALIDITY.

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.

### 11. NON-WAIVER

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

12. DISPUTE – ATTRIBUTION OF JURISDICTION. 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.

By express 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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Sports MART

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