

TRADING CONDITIONS

ORDERS

■ By post to TOPMODEL SAS

LE JARDIN D'ENTREPRISES DE SOLOGNE - 41300 SELLES SAINT DENIS - FRANCE

In preference, please, use the TOPMODEL order form.

Payment by bank check, credit card, PayPal or post check.

■ By fax to +33 2 54 94 01 09

In preference, please, use the TOPMODEL order form.

Payment by credit card or PayPal.

■ On our internet site: www.topmodel.fr

LOGIN and fill up your shopping cart 24h/24 and 7days a week.

Secure payment by credit card or PayPal.

■ By telephone to +33 2 54 94 01 01

(press 1 for ordering service) open Monday to Friday from 10h00 to 18h00 local time (UTC+1 winter, UTC+2 summer).

Please, have ready the ordering codes of the items you required.

Payment by credit card or PayPal.

Always complete all information required by the order form as requested to help us ensure that no errors are made with the delivery.

DELIVERIES

Parcels are prepared, as far as possible, on the day of your order (if sent before 12 o'clock), and are normally delivered within 2 to 7 working days to your home. The invoice which is also a delivery sheet **always** travels with the parcel.

If an item is not available, we take care of the backorders.

In this case, two options are available to you in the Delivery Option - Backorder section (check box):

- 1 Wait until all items are on stock and send order as a whole in one time.
- 2 Send items which are available now and backordered items later with shipping cost free.

Upon receipt of the package, you must imperatively check the condition of the goods **inside the box**. If it is damaged, **you must write on the delivery note, the damages clearly observed**, with the mention Reserves and this in the presence of the deliveryman. If this is not done, we are unable to claim against our insurance and you will not be compensated. You must send us a copy of the delivery note showing the reserves in clear, signed by yourself and the delivery man.

PRICES

Our prices are shown in € (Euro) all taxes included (French VAT 20% included). The prices shown on our website are subject to change without notice, only the prices validated when ordering, by the consumer, are final. Please visit our website www.topmodel.fr to get prices at the time of your order or call us. TOPMODEL declines all responsibility for printing errors and is not forced to deliver the goods at the published price in error. Under no circumstances can TOPMODEL be held liable for erroneous information from its suppliers. As our products are constantly improved, we reserve the right to modify any information on our website without prior notice. Items no longer appearing on the website are discontinued and are no longer part of the program.

PAYMENTS

■ **PAYMENT BY CHECK** - Please print the page with the button "PRINT MY ORDER" (after confirming the order) or print the confirmation e-mail and send the printed order and your check in an envelope posted to our address. Your order will be sent after receipt of your check.

■ **PAYMENT BY CREDIT CARD** - Payment by credit card guarantees you a secure online payment platform SystemPay by La Caisse d'Epargne bank. The bank card manipulations are carried out under secure protocol https.

■ **PAYMENT BY PayPal** - By choosing this payment method, you will be re-directed to the secure PayPal server and access to your PayPal account. Your order will be saved when your payment is accepted on the PayPal website.

PayPal commissions are at your charge (2% of the total amount of your order).

LEGAL WARRANTIES

When you act as a **legal guarantee of conformity**:

- you have a period of two years from the delivery of the goods to act;
- You can choose between the repair or replacement of the goods, subject to the cost conditions provided by Article L.217-9 of the French Code de la Consommation;
- you are excused from reporting the proof of the existence of the lack of conformity of the goods during the six months following the delivery of the goods. This period is extended to twenty-four months from March 18, 2016, except for second-hand goods.

Some items in our program are covered by a warranty. This warranty only applies if the material has been used in a normal manner and in accordance with the manufacturer's instructions (Article L.211-16 du code de la consommation). Defective material and under warranty should be sent directly to the manufacturer's service centre along with a copy of the invoice and warranty card and as detailed as possible description of the failure. We advise you to ship goods registered and you must support the cost.

FUTABA

AVIO & TIGER
Z.I. Sud - B.P. 27
84101 ORANGE CEDEX
Tél.: 04 90 34 59 06
Fax: 04 90 34 94 10
E-mail: aviotiger@wanadoo.fr

HITEC MULTIPLEX

J-M MESSE
B.P. 12 - 6 rue Usson du Poitou
57730 FOLSCHVILLER
Tél/Fax: 03 87 94 62 58
E-mail: sav-messe@orange.fr

GRAUPNER FRANCE

Service France
Gérard ALTMAYER
BP500-22
57601 FORBACH CEDEX
Tél.: 03 87 85 62 12
Fax: 03 87 85 00 08

TOPMODEL

SAV N°xx < RMA # to get by phone or by E-mail: sav@topmodel.fr
LE JARDIN D'ENTREPRISES DE SOLOGNE
41300 SELLES SAINT DENIS

TOPMODEL is the distributor in France of the following brands and assures their after sale service:

ECOTOP, GP Engines, GWS, JETI, MEGA, MP JET, PRECISION PRODUCTS, ROTO, SAITO, XPower.

CUSTOMER CARE

Any service intervention will be invoiced if the defective operation comes from normal wear, negligence or lack of maintenance by the owner.

If defective operation results from force majeure.

No returns will be accepted without prior agreement.

You must contact TOPMODEL (by phone or by E-mail sav@topmodel.fr) to obtain a RMA number (Return Material Authorisation). This number must then be clearly marked on the packaging next to the address on the outside of the packaging.

The returned item must be accompanied by a copy of its purchase invoice.

WITHDRAWAL PERIOD

All articles to be returned must be done so within 14 days of the date of receiving the parcel (withdrawal period L.121-21). The shipping back is at your own expenses.

DISPUTES

Pursuant to the provisions of Articles L.611 to L.616 and R.612 to R.616 of the French Code de la Consommation, all consumers have the right to have recourse free of charge to a consumer mediator, with a view to amicable resolution of the dispute who opposes him to a professional, since the dispute related to consumption could not be settled amicably and directly with the trader.

For this purpose, the trader guarantees the consumer the effective use of a device for mediating consumption. The consumer mediation entity designated by TOPMODEL S.A.S. is Sas Mediation Solution, which can be contacted:

- by mail post to the following address:

SAS MEDIATION SOLUTION
222 Chemin de la Bergerie
01800 Saint John of Niost
France

-by the website:

<https://sasmediationsolution-conso.fr>

SAS MEDIATION SOLUTION is a consumer mediation entity approved by the Commission for Evaluation and Control of Consumer Mediation and registered on the list of mediators of the European Commission for all sectors of activity.

-Also you can use Online Dispute Resolution web site of the European Commission:
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

WARNINGS

Any reproduction of the TOPMODEL all-product range catalog by any means whatsoever is forbidden. All the photos are non contractual.

The credit notes, the bonuses, can be used for one year; after this period, your account will be reset to 0.

Colors/Art color schemes: The colors/art color schemes of the models in our program may differ from those of the models actually delivered. This may be the case for some models depending on the deliveries. Unfortunately, we have no influence over this.

Assembly instructions: Assembly instructions, when they exist, may be short or detailed according to manufacturers.

TOPMODEL® is a Simplified stock company registered under French law with a capital of 44 000€.

Commerce registration : R.C.S. BLOIS 431 787 977 - N° de gestion : 2005 B 813 - SIRET 431 787 977 00013 - APE 3240Z - VAT# FR 44 431 787 977

SHIPPING COSTS

You can track your orders on our homepage web site: **My menu, My orders** you must be logged in with your ID and pw!

Category	Products	FRANCE (METRO.) Flat Rate	ZONE 1 Flat Rate	ZONE 2 Flat Rate	ZONE 3 Flat Rate	ZONE 4 Flat Rate	All others countries
1	Small accessories, glow engines, clothes	7.90 €	14.90 €	17.90 €	23.90 €	39.90 €	NC
2	Wood, music wires tubes, tubes, etc.	13.90 €	20.90 €	23.90 €	27.90 €	44.90 €	NC
3	Gas engines, turbines	13.90 €	20.90 €	23.90 €	27.90 €	44.90 €	NC
4	Gliders up to 2.30m span, radio sets	13.90 €	22.90 €	25.90 €	27.90 €	44.90 €	NC
5	Gliders up to 2.31 to 3.20m span	16.90 €	24.90 €	27.90 €	27.90 €	44.90 €	NC
6	Gliders up to 3.21 to 4.00m span	23.90 €	29.90 €	32.90 €	32.90 €	46.90 €	NC
7	Gliders more than 4.00m span	NC	NC	NC	NC	NC	NC
8	Aircrafts up to 1.20m span	13.90 €	22.90 €	25.90 €	27.90 €	44.90 €	NC
9	Aircrafts up to 1.21 to 1.50m span	14.90 €	24.90 €	27.90 €	27.90 €	44.90 €	NC
10	Aircrafts up to 1.51 to 1.80m span	16.90 €	29.90 €	32.90 €	32.90 €	46.90 €	NC
11	Aircrafts up to 1.81 to 2.10m span	23.90 €	34.90 €	37.90 €	37.90 €	49.90 €	NC
12	Aircrafts more than 2.10m span, turbine jets	NC	NC	NC	NC	NC	NC
13	Fuel, oil, up to 5 liters	13.90 €	NC	NC	NC	NC	NC
14	Free of charge S&H	0 €	0 €	0 €	0 €	0 €	0 €
15	Fuel, oil, up to 10 liters	16.90 €	NC	NC	NC	NC	NC
16	Fuel, oil, up to 30 liters	29.90 €	NC	NC	NC	NC	NC
17	Fuel, oil, more than 30 liters	NC	NC	NC	NC	NC	NC

ZONE 1	BELGIUM, GERMANY, LUXEMBOURG, NETHERLAND.
ZONE 2	AUSTRIA, GREECE, DENMARK, FINLAND, IRELAND, ITALY, PORTUGAL SPAIN, SWEDEN, UNITED KINGDOM.
ZONE 3	BULGARY, CZECH REPUBLIC, ESTONIA, HUNGARY, LITHUANIA, LATVIA, POLAND, ROMANIA, SLOVAKIA, SLOVENIA.
ZONE 4	LIECHTENSTEIN, SWITZERLAND (20.00€ IMPORT DUTIES INCLUDED)

All others countries NC means Consult us: Shipping cost on request

General Rules

Flat Rate = independent of quantity.

Example ZONE FRANCE: If you order 2 aircraft kits 1.55m wingspan, the S&H cost will only be 16.90€ and not 33.80€ (16.90€ + 16.90€).

Example ZONE FRANCE: If you order 1 sailplane kit 2.20m wingspan and small accessories the S&H cost will only be 13.90€ and not 21.80€ (13.90€ + 7.,90€). You only pay once corresponding to the highest transport cost. However fuel is always sent separately and does not benefit from this rule.

Oversized parcels: Parcels more than 1.50m long or if the sum of the length + width + height (in m) exceeds 2.23m, we can not use the conventional transport companies. In this case, we will send you a special quotation for the transport.

Shippings

In France, items in categories 1, 2 and 3 are delivered by La **Poste Colissimo in 48h**, directly to your home.

For 2,00 € more you can choose the **Express Delivery by TNT in "Relais Colis®" (local shops) in 24h**.

For € 4.00 more, you can choose **Express delivery by TNT at home in 24h**.

In France, items in categories 4, 5, 6, 7, 8, 9, 10, 11 and 12 are delivered by **TNT in "Relais Colis®" (local shops) in 24h**.

For 2,00 € more you can choose the **Express delivery by TNT at home in 24h**.

Payments

All payments must be made with the order as detailed in the section ORDERS. We are unable to despatch goods for payment upon delivery (C.O.D.).

OPENING HOURS OF THE SHOP

Open Monday to Friday from 10h00 to 18h00 local time
TOPMODEL - LE JARDIN D'ENTREPRISES DE SOLOGNE
41300 SELLES SAINT DENIS - FRANCE
(route map available at our web site).