

GENERAL TERMS OF SALE AND DELIVERY

- 1 Conclusion of the sale.
The sale is concluded when the order received has been confirmed in writing by ourselves or when we give effect to it by dispatching the goods and the invoice.
- 2 Delivery times.
The delivery times indicated are not strictly exact.
The purchaser may not take advantage of possible delays to cancel the order and/or claim damages.
Any fortuitous event or of force majeure from which our company, our suppliers or their sub-contractors may suffer, is of a nature to enable us to cancel all contracts or orders either totally or partially, or suspend the execution without notice or indemnification.
- 3 Transfer of ownership and risks.
Our goods, even shipped carriage paid, always travel at the risk of the purchaser, transfer of ownership and of risks taking place at the moment of handing over to the carrier. The obligation therefore devolves on the customer to make the official reports in case of leaking, damage, breakage or damaging to the packs observed on arrival and to make a claim against the carrier if he considers it useful (art. 105 etc. of the Commercial Code).
- 4 Complaints.
Any disagreement as to the quantities delivered should be expressed in writing within 48 hours upon receipt of the goods. Possible complaints concerning the quality of our products should be expressed in writing within a period of eight days.
In the case of a complaint correctly expressed and justified, we have the choice between exchanging the goods or taking them back at the purchase price. No other complaint is receivable, and no goods should be returned without our express consent.
- 5 Penal clause.
Apart from stipulations to the contrary, our invoices are payable at our company's head office. The due dates stated in our confirmation of order are strictly exact ones : any delays in the payment ipso facto entail, without any summons, the payment of late interest at a rate of 2 % per month. In the case of delayed payment, we reserve the right to suspend or cancel the outstanding orders, without prejudice to any other recourse. Moreover, if the collection of the debt requires action by our legal department, it will be contractually increased by 10 % to cover the costs of our legal department, apart from the court costs and legal interest.
- 6 Terms of payment clause.
In case of authorized fractioned payment, failure to pay an instalment ipso facto entails the payment of the whole sum due.
- 7 Warranty - Liability.
Apart from stipulations to the contrary in writing, our products are sold without any warranty. The purchaser is required to make the tests he considers necessary so that he may take all the required decisions as to the use details specific to his requirements and/or of his customers. It is advisable to consult us ; nevertheless our advice and information can only reflect our own experience and can in no case involve our responsibility. Generally speaking, our company cannot in any case be held responsible if the use, handling, storage or transport of the products sold were to cause any damage to the purchaser or to third parties, whether bodily accidents or damage to property apart from the subject of the contract, or financial loss.
- 8 Reserve of ownership clause (act of 12/5/80 N° 80.335).
It is expressly agreed that the goods remain the property of the vendor until the full payment of their price by the purchaser. Failing payment on the date scheduled, even of a single fraction of the price, this sale remains ipso facto cancelled if the vendor wishes so. In this assumption, the debtor must, without delay, return the goods stored in the agreed conditions, in closed original packs with the guarantee capsule.
In this case the accounts paid will remain established to the vendor in view of contractual reparation to the prejudice suffered. As from the purchaser taking possession, he will become responsible for the risks, and consequently undertakes to take out an insurance policy, with a company of his choice, against damage resulting from loss, theft or destruction of the goods.
- 9 Jurisdiction.
In the case of a disagreement relating to the execution of the order or payment of the price, also in case of interpretation or execution of the terms and conditions indicated hereabove, the Vannes Commercial Courts (France) will have exclusive jurisdiction, whatever the place of delivery, method of payment accepted and even in the case of incidental petition procedure, request for guarantee of more than one defendant.
Apart from special agreements in writing, all orders involve ipso facto, the purchaser adhering to our general terms of sale, notwithstanding any stipulation to the contrary indicated in his own general terms of purchase.