

TERMS AND CONDITIONS OF SALE

1. Customers' orders are registered in accordance with the terms and conditions of sale below, notwithstanding any clauses to the contrary that may be included, unless they have been expressly agreed.
2. Our offers are only valid if they have been accepted within the agreed timeframe.
3. **GOODS ARE ALWAYS TRANSPORTED AT THE BUYER'S RISK, EVEN IF THEY ARE SOLD INCLUDING POSTAGE AND PACKAGING.** It is the responsibility of the buyer to make arrangements if there is any damage or if any items are missing, in order to safeguard the rights of all parties in relation to the haulier in accordance with article L133-4 of the Commercial Code.
4. **Our delivery times are given as an indication only and we are under no circumstances required to pay compensation.** The non despatch or delay in despatching orders as a result of:
 - the customer not complying with payment conditions
 - the late transfer of information required for fulfilling the order by the buyer,
 - force majeure, fire, floods, strikes, riots, a shortage of raw materials, transport delays or any other events that are out of our control, **cannot justify the cancellation of an order or give rise to compensation.**
5. **BY MUTUAL AGREEMENT WITH THE BUYERS, THE TRANSFER OF OWNERSHIP OF GOODS IS SUSPENDED UNTIL FULL PAYMENT HAS BEEN MADE, WITHOUT AN IMPACT ON THE TRANSFER OF RISK. GOODS THAT ARE DELIVERED AND NOT PAID FOR CAN BE RECLAIMED EVEN IN THE EVENT OF A JUDICIAL RULING OR LIQUIDATION OF ASSETS UNDER THE CONDITIONS OF LAW 80 335 DATED THE 12TH MAY 1980 AND THE LAW DATED THE 25/01/85. WARRANTY FOR THE OWNERSHIP OF GOODS THAT HAVE NOT BEEN PAID FOR, IS DEFERRED FOR ALL GOODS IN STOCK THAT WE OWN.**
6. No claims can be made:
 - a. If they are made more than 8 days after goods have been received by the customer or by a third party on an account.
 - b. If goods have been modified or incorporated into other materials or in general are no longer in the same state that they were delivered in and if manufacturing defects that are the subject of the claim could have been detected if checks had been carried out prior to use or modification. In all circumstances, we do not accept the return of goods until agreement has been obtained from our commercial services.
7. We do not give any other guarantees other than to deliver a product in accordance with our samples or other standard references. Our warranty is limited to the replacement of products recognised as defective by our Company, excluding payment for any other damages.
8. If a payment or acceptance of our bills is not made on time, all amounts owing, even those that are not currently due, become immediately payable without prior notice. **Amounts owing will be increased by 1.5% the day after the due date. If a debt collection service is called upon, an increase of 10% will be applied to cover costs. Prepayment does not result in a discount.**
9. **DISPUTES RELATED TO OUR SALES WILL BE SUBJECT TO THE JURISDICTION OF FRENCH COURTS BY OUR HEAD OFFICE.** However, we reserve the option to use the court by the buyer's head office or home.