

« Since 1895 »

GENERAL SALES CONDITIONS

- 1. Our sales are subject to the present general conditions that are applicable to all purchases except in the case of a formal and explicit waiver by us.
- 2. Deliveries are made according to availability as orders arrive. The vendor may make complete or partial deliveries. Delivery deadlines are shown as exactly as possible, but remain dependent on the vendor's availability and transport opportunities.
- 3. The products will be delivered to the agreed destination. In any case, they are transported at the recipient's risk who must, in case of damage or shortage, make all the necessary observations and confirm his reservations by registered letter with advice of receipt to the haulier within three days following reception of the goods.
- 4.— Claims on conspicuous defects or non-conformities with the goods ordered should be made within eight days of the arrival of the products. The purchaser must provide proof of the damage or defects reported.
- 5. Prices are given exclusive of tax. Their type (firm or revisable) is stipulated in the particular conditions. Except stipulation to the contrary, prices are payable 30 days from the date of the invoice. As a penalty clause and in application of legal dispositions, in the absence of payment at term, the purchaser will ipso jure be subject to a late payment penalty calculated on the whole sum remaining due at a rate equal to three times the legal interest rate. The €40 statutory lump sum for collection costs applies to late payments.
- 6. The vendor retains ownership of the goods sold until effective payment of the whole capital sum and interest. Absence of payment of any one of the sums due may lead to the goods being reclaimed. These dispositions are no obstacle to the transfer to the purchaser, on delivery, of the risk of loss or deterioration of the goods sold as well as the damage they may cause.
- 7. Any dispute relative to the present sale, even in case of returns under guarantee or multiplicity of defendants will, in the absence of mutual agreement, come under the exclusive jurisdiction of the Paris (France) Commercial Court.