

General Conditions for the Sale of goods via the Internet

GENERAL POINTS

The present general conditions of sale shall apply to any offer and sale of goods.

Any order shall imply the automatic acceptance by the purchaser of the present general conditions, regardless of the general conditions of purchase of the purchaser, which shall not be applicable to the vendor, even if they are notified subsequently to the acceptance of the present general conditions.

Should any clause of the present general conditions of sale be invalid or rescinded, this shall not entail the automatic rescission of the remaining clauses.

The non-enforcement by the vendor, at any given time, of any article of the present conditions shall not be interpreted as a waiver of the subsequent enforcement of any of the said general conditions of sale.

The vendor shall undertake to confer upon the purchaser, with no actual consideration for this purpose, the benefit of any more favourable conditions which have been applied to any other purchaser in respect of an identical order.

ORDERS

Any order placed on-line shall imply acceptance of the present conditions.

PRICES

Prices and rates of VAT shall be those in force upon the date of the order.

Prices shall include packaging and carriage within mainland France, subject to the additional cost of any special terms requested by the purchaser.

Any tax, duty or other levies payable under the terms of French regulations governing the product or service ordered shall be assumed by the purchaser.

Likewise, in the case of sales for export (including to French Overseas Departments and Territories), any tax, duty or other levies payable in respect of the product or service ordered, under the terms of regulations in force in the country or zone of export, shall be assumed in full by the purchaser.

DISCOUNTS

Discounts allowed for quantity, product ranges or the value of the order

DELIVERY

In all cases, delivery times notified shall be subject to the availability of supplies at the time of the quote, and shall be notified by way of indication only.

Any delay in delivery which is attributable to circumstances beyond the control of the vendor shall not entail the cancellation of the order. The liability of the vendor shall not be enforceable in respect of any prejudice sustained as a result of this delay.

However, if the delivery of goods has not been completed within 1 month of the date of delivery notified for information, on any grounds other than an instance of *force majeure*, the sale shall be cancelled and the purchaser shall be reimbursed, with no resulting entitlement to compensation.

The vendor shall be automatically discharged from liability in case of *force majeure*, or in case of events including the following: lock-out, strike, epidemic, war, requisition, fire, flood, machinery breakdown, delay in transport or any other cause resulting in the total or partial interruption of the operations of the vendor or their suppliers.

The vendor shall notify the purchaser in due time of any of the events and circumstances listed above.

Any delay in delivery which is attributable to a circumstance qualifying as *force majeure* shall, according to the preference of the vendor, result in the outright cancellation of the sale or the extension of delivery or supply times, with no resulting entitlement to compensation for either party.

In any event, delivery within the scheduled times shall be subject to the complete fulfilment by the purchaser of their obligations in respect of the vendor.

CARRIAGE

The method of carriage selected by the vendor shall be that which, contractually, is deemed most appropriate to the delivery of the goods dispatched.

Unless provided otherwise, transport operations shall be completed at the expense, risk and peril of the purchaser, who shall undertake to verify, upon receipt, both the quantity and the condition of goods delivered.

In case of loss or damage, the purchaser shall enter their customary reservations on the delivery note, and shall notify the carrier to this effect within 48 hours of the receipt of goods, by registered letter with acknowledgement of receipt.

The inspection of goods delivered shall be completed at the time of delivery, in the presence of the carrier.

Without prejudice to any measures to be enacted in respect of the carrier, the purchaser shall notify the vendor of any visible defects in goods delivered within 48 hours, by registered letter with acknowledgement of receipt.

Upon the expiry of the above-mentioned time limit, any claim of whatever type shall be deemed inadmissible.

In case of the explicit or tacit waiver of this acceptance by the purchaser, the condition of goods delivered shall be considered to be compliant with the order.

In case of the detection of faults or defects further to mutual inspection, the only obligation incumbent upon the vendor shall be the replacement of defective goods, free of charge, to the exclusion of any consequential loss or additional prejudice.

PAYMENT

Payment may be completed on-line (as an additional element to the invoice of the ISP or by bank card, whether directly or via an intermediary).

Our invoices are issued upon the date of dispatch. Debit card transactions shall be completed upon the issue of the invoice.

GUARANTEE – SCOPE

Goods sold shall be covered by the terms of the manufacturer's guarantee.

This guarantee shall cover all apparent or hidden defects detected at the time of delivery, in the presence of the carrier.

The only obligation incumbent upon the vendor under the terms of the guarantee shall be replacement, free of charge, of goods which are acknowledged as defective by the manufacturer, to the exclusion of any other benefit or compensation.

The purchaser shall not be entitled to any compensation in case of the detention of goods under the terms of the guarantee.

APPLICABLE LAW AND JURISDICTION

The present contract shall be governed by French law.

Any disputes relating to the execution or interpretation of the present conditions shall be subject to the exclusive jurisdiction of the Commercial Court of St Nazaire, or the presiding judge thereof ruling in chambers, even in case of multiple defendants.