

Terms and condition

1) General Provision

Any order of standard, specified or work products to our Company imply full joining from the buyer to the current terms and condition. These terms and condition prevail upon any other document, except particular conditions signed by both parties.

The fact that our Company doesn't enforce these terms and condition at some point doesn't mean that it withdraws/renounces to take advantage of these later on.

2) Commercial Offer

The price offer given by our Company is only available (i) for 30 calendar days (ii) for the products and volume mentioned on the document.

3) Orders – Prices

Any order must have a written and signed order from the buyer and an acknowledgment of receipt of order from our Company. After an agreement within these present Terms and condition, the order won't be cancelled or downgraded product volume from the Buyer without a previous and written agreement from our part. In case of a demand of modification on the rise of products initially ordered, added products must be ordered on a separate order by the Buyer, validated by our Company, and of which the unit price could be different.

If the Buyer accepts an installation and / or transport service, any change of this service must be previously validated by our Company.

Our prices are net, excluding taxes or parafiscal taxes (which remain the responsibility of the buyer), and valid on the day of the commercial offer; they are subject to revision and updating according to the terms defined by the order accepted by our company. Our prices are changeable without notice.

4) Delivery and Transportation

The delivery is done by simple notice of availability or by delivery of the product to the Buyer or to its carrier. Products that need a special conditioning (palettes, rafters, batten...) are invoiced for the quantity conditioned no matter the quantity invoiced. The invoiced packaging is considered as a sale. To the latest, the qualitative receipt is done when products are loaded on the first mean of transportation. For sales "ex-works", supplies travel at the recipient's own risk. The fact that our Company participates to the loading of the supplies doesn't engage our responsibility in case of damage, average or accident during transport; it's on the Buyer, its designed representative or carrier to insure the quality of the loading. The unloading and siding are done by the Buyer and at its expense for sales whose prices include transportation of supplies, according to the conditions of the order, either to the site on truck and only on carriageways. In any case, it belongs to the recipient to make every necessary ascertainment and to confirm its restraints by an extrajudicial act or recommended letter with receipt note to the carrier within two open days after the reception of goods. Without prejudice to the arrangements to be made vis-à-vis the carrier, claims on delivered products must be made in writing within 8 calendar days from the delivery. It's on the Buyer to give every justificatory concerning the reality of note defects and abnormalities. The Buyer must give to our Company all facilitation to make our finding, and if necessary to remedy it. The Buyer will not intervene or involve a third party for this purpose. In case of defect or noncompliance of the delivered products found by our Company, within the Terms and condition provided above, the Buyer could obtain, at the choice of our Company, free replacement or refund, excluding any compensation or damages.

5) Delays

Deliveries are operated depending on availability and in the order of arrival of the orders; our Company is authorised to proceed to overall or partial deliveries. Delivery schedule is given as an indication and subject to any fault, negligence or omission from the Buyer in execution of its obligation. In case of wrongful delay on our part, applicable penalties can never exceed 5% of the amount excluding taxes of our services, excluding transportation, within the limits of the harm actually suffered.

Our company, which is entitled to charge from the agreed date for the removal of the order, can automatically make the delivery of any order at the risk and expense of the Buyer one month after the date of provision convey to the Buyer and/or apply late penalties representing 0.25% of the total amount of the order per calendar day of delay that will be borne by the Buyer. Deadlines start upon receipt of down payment.

6) Goods' return

Any goods' return to our Company/brand must have a previous and written agreement between both parts. Any return agreed by our Company will result in the constitution of a credit to the benefit of the Buyer, after qualitative and quantitative verification of returned goods at the expense and risk of the Buyer. A minimum fixed discount of 20% will be applied on price excluding taxes and transport that might have been charged initially. Goods unpaid can't be reworked, as for those whose packaging is no longer in accordance with their initial state of delivery. Any return of goods to our Company/brand is done at the Goods' production site, or to our Company's closest site, which must have in stock strictly identical goods.

7) Active collaboration

Our Company will provide goods/products on the basis of information given by the Buyer. It's on the Buyer to inform our Company by written notice about the planned use and exact destination of the products. Failing specific information, our Company will complete its advisory obligation by giving work plans and/or data sheets and intended use instructions for a standard use of delivered goods. It's also the responsibility of the Buyer to be informed on the compliance and enforcement of the goods with the environment in which the Buyer plans to put or to integrate the products. Our Company can't be held responsible for a use of the goods not expressly provided for in work plans and/or sheets and technical prescriptions, for which our Company will be relieved of all obligations.

8) Specific disposition for certain products

These terms and condition can be completed when appropriate by special conditions specific to certain products.

9) Property and Risks

The products' property is transferred to the Buyer after full payment of the price. Giving a title creating, an obligation to pay (treaty, bill or other) does not constitute a payment within the meaning of this clause. Failure to pay any of the due dates may result in claim of the property.

The risk transfer is done at the moment of the delivery according to the provisions of the article 4 of the present Terms and condition.

10) Payment and Line of credit

10.1 Unless otherwise stated on our invoices, these are payable by Direct Magnetic Letter, check, transfer, within a delay of 30 days net from the billing date without discount.

A deposit is requested with the order.

In case of late payment, the Buyer will be liable as of right to late penalties calculated by application of the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus 10% but not less than 15%, and to a lump sum for collection costs of an amount of 40 euros.

The disposal or pledge by the Buyer of a debt which guarantees the payment of our goods will make the payment thereof immediately due upon receipt of invoice. Notwithstanding the previous provisions, any outstanding payment or late payment of an invoice make automatically due without formalities or prior notice every amount due to our Company by the Buyer, even not expired, and will stop any delivery, without prejudice of damages and interests. If our Company is obliged to proceed to a debt recovery by litigation, the remaining amounts due will be increased by 15% as a penalty clause, and whatever the procedure used. Express agreement, our Company may assign or transfer, at any time, without formality or notice, all or part of the Buyer's obligations related to the payment of its invoices.

10.2 When agreeing to the opening of the customer account, a credit line is fixed by our Company and might be modified in the course of the relationship. In particular, modifications can be caused by an alteration of the financing situation of the customer, by payment incidents, by a change in the shareholding or the directors of the Buyer, or by a refusal of guarantee from our credit insurer.

11) Warranty

The commercial warranty of the Company described below doesn't obstruct the hidden defects warranty found in articles 1641 to 1648 and 2232 of the civil code.

The Company guarantees the conformity of the products with their description and the absence of defect for a period of five years from their delivery date, and the absence of defects on spare parts for a period of 90 days from their delivery date.

Our Company's warranty obligations are subordinated to a suitable use of the products and don't cover modifications or repairs done without previous and written authorization from our Company.

Our Company's warranty doesn't cover damages caused by: external cause (such as: shock, hazard, humidity, electrical surge, environmental conditions of the product), an abnormal use, a negligence, defective supervision or maintenance, improper use, or a change in destination of works or products.

12) Responsibility

For any direct material prejudice linked to a fault, a breach, or the non-performance or improper performance of its obligations quoted on the order, the liability of the Company is limited to the amount of goods.

Whereby the buyer renounces and plight to make its insurers renounce to any recourse beyond this amount.

Our Company has no liability in case of indirect or immaterial damage.

13) Force majeure

Our Company's liability can't be implemented if a non-performance or delay in performing certain obligations described in these terms and condition is due to a force majeure.

As such, force majeure correspond to the definition found in article 1218 in the Civil Code, and to the one selected by courts.

14) Intellectual property

None of the dispositions presented in these Terms and conditions will be interpreted in any way as giving to the Buyer a right on the elements protected by the intellectual property or exclusive right of exploitation that our Company would have.

Except if special agreement from our Company, the Buyer can't sell our goods under another name/brand than those we use. Models, blueprints, designs, studies, drawings, calculations, documents and tools established, given or sent by our Company remains its exclusive property. The Buyer engages itself to never use and/or communicate these documents /information to any third parties, without a previous written authorization from our Company, for purposes other than those mentioned for the fulfilment of the order placed.

15) Enforced Laws and Skill Assignment

These Terms and conditions are subject to the French Law.

Any discrepancy related to their interpretation or execution that couldn't be fixed amicably within one month from the day of sending the first claim mail, will be subject to the appreciation of our headquarters' Courts, which receives exclusive attribution of skills.

16) Charter of service

The Buyer declares that it has become acquainted with the supplier's charter of service given by this supplier and related to its hydraulic engineering activity, and acknowledges that the dispositions exposed in this Charter of service, including rates, are opposable.