

TERMS AND CONDITIONS OF SALE

1 – General clause – Process for concluding a sale

These terms and conditions of sale shall be systematically issued to our clients, who shall acknowledge having familiarised themselves with the aforementioned terms and conditions prior to placing any orders. All orders placed by clients shall imply unreserved acceptance of these conditions by the latter. As a result, all our sales shall be governed by these terms and conditions, which shall take precedence over all purchasing terms and conditions issued by our clients.

The issue, by us, of an order confirmation shall represent a contract of sale between us and our clients. All orders shall be binding on the client, on whose behalf the contract has been concluded, without the need for us to verify the position and authority of the signatory. We reserve the right to notify the client in writing of our refusal to accept any new orders, where the client has failed to make payments for previous deliveries.

2 – Delivery and transport

Delivery shall be deemed to have taken place when the products are placed at the disposal of a client or carrier. Unless stipulated otherwise, delivery of products shall take place on our premises. The client shall bear the costs and risks of transporting products; risk being transferred on the delivery date. The lead times appearing on the order and its confirmation shall be provided for information only. Should a delivery be delayed because of actions on the part of the client, we may require the client to pay not only the cost of the products, but also additional costs (specifically storage costs) incurred as a result of this delay, on submission, by us, of an additional invoice. In this case, we also reserve the right to refuse any new orders from the same client, immediately and without any formalities. It shall be the responsibility of the client to inspect goods when they are delivered, in the event of any shortfalls or damage the client must make a note of this on the shipping note. Furthermore, any possible claims or reservations regarding obvious defects or the non-conformity of products must be issued to us in writing by the client within a period of 24 hours following their delivery, otherwise the products shall be deemed to have been accepted unreservedly by the client.

3 – Retention of title

WE SHALL RETAIN OWNERSHIP OF ITEMS SOLD UNTIL ACTUAL PAYMENT OF THE ENTIRE PRICE IN PRINCIPAL AND RELATED CHARGES. THE SUBMISSION OF A BILL OF EXCHANGE OR ANY OTHER DOCUMENT ESTABLISHING A PAYMENT OBLIGATION SHALL NOT REPRESENT A PAYMENT UNDER THE TERMS OF THIS CLAUSE. THESE PROVISIONS SHALL NOT REPRESENT ANY OBSTACLE TO THE TRANSFER TO THE CLIENT OF RISKS RELATING TO PRODUCTS ON DELIVERY.

4 – Prices, payment terms and penalties

Our products shall be sold “ex works”. Prices shall be quoted excluding VAT; they shall be those appearing in our price list, which is applicable on the day on which we accept the client’s order. The price list shall be modified every year on the anniversary of the contract date or at any other time during the year, subject to acceptance by the client for orders in progress.

Products shall be paid for by means of a banker’s order.

In the event that we should agree to payment by means of a transfer or cheque, payment must be received on the final due date at the latest. Payments shall be made 30 (thirty) days from the invoice date. In accordance with the Article L441-6 of French commercial law, in the event of a late payment by the client, we may impose, from the day after the payment date appearing on the invoice, without prior notification, a late payment penalty calculated on the basis of 10% a year, and in more an inclusive payment of 40euros.

5 – Special conditions

The client may benefit from special conditions, enclosed with these terms and conditions. Their details and application procedures shall be defined in the appendix to these terms and conditions of sale, in the price list or the special conditions of sale.

6 – Guarantees

We must be advised in writing of claims for hidden defects, by the client, as soon as possible, and, in all cases, at the latest within a period of 48 hours following delivery or following the date on which any possible defects may have been noticed. Products shall be deemed to have been received where no claims or reservations have been expressed within this period, and shall result in the unreserved acceptance of products on the part of the client. This guarantee shall be limited to the replacement of defective products or the reimbursement of their price (any possible transport costs being borne by the client). We may not be held liable for negligence on the part of the client, in the case of defects caused by transport conditions, handling, transformation or subsequent combinations. In all cases, we may not be held liable for any possible consequential losses suffered by the client, including damage to a brand image, reduced turnover and loss of clients or business.

7 – Returns

Our products are sold sealed. They shall not be returned or exchanged, unless agreed in writing to the contrary, in accordance with instructions from us.

8 – Force majeure

We reserve the right to suspend orders, in whole or part, without compensation or other recourse, in the case of an event of force majeure, including specifically, a strike, lock-out, untimely stoppage of production, accident, fire, flood or natural disaster. In the case of an event of force majeure, which should continue for more than fifteen (15) days, we may terminate orders, in whole or part, without compensation. We shall make every effort to advise the client of the aforementioned event as rapidly as possible.

9 – Termination

Should one of the parties (the client or ourselves) fail to fulfil the obligations resulting from these terms and conditions, the other party may automatically terminate contracts that bind us (these terms and conditions and related orders) following the issue of a formal notification that has remained without effect for fifteen (15) days. Should we decide to terminate contracts, all of the sums due from the client shall immediately be payable and all orders, which have been confirmed by us prior to the actual date for termination, shall form the subject of a delivery to the client and must be immediately paid for by the client.

10 – Invalidity -

In the event that one of the clauses of these terms and conditions of sale should be declared invalid, the other clauses shall remain in force and the parties shall endeavour to agree on a clause with a similar effect.

11 – Non-waiver

The fact that we may fail to impose any one of these terms and conditions, at a given moment, shall not be interpreted as a waiver of our right to impose it in the future.

12 – Election of domicile clause

In event of disputes, the parties have decided to elect domicile at their respective head offices.

13 – Allocation of jurisdiction clause

The parties mutually agree that they shall make every effort to resolve their differences amicably. Nevertheless, should a dispute persist, they agree that the competent court shall be the Avignon Commercial Court.

14: Protection of personal data

In accordance with the Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, we implement a treatment of personal data whose purpose is the sale and delivery of products and services defined in this contract. APTUNION INDUSTRIE is the controller; - the legal basis of the processing: the contractual performance - the recipients or the categories of recipients of the personal data, if they exist: the controller, his services in charge of marketing, the services in charge of computer security, the department in charge of the sale, delivery and order, the subcontractors involved in the delivery and sales operations and any authority legally authorized to access the personal data in question - no transfer outside the EU - the data retention period: the time of the commercial prescription - the concerned person has the right to ask the controller for access to the personal data, the correction or deletion of the personal data, or a limitation of the treatment relating to the data subject, or the right to oppose the processing and the right to the portability of data s - The data subject has the right to lodge a complaint with a supervisory authority - the information requested when ordering is necessary for the establishment of the invoice (legal obligation) and the delivery of the goods ordered, otherwise the order can not be placed. No automated decision or profiling is implemented through the ordering process.