



Tonnelier depuis 1860

GENERAL TERMS AND CONDITIONS OF SALES

1) GENERAL CLAUSE / APPLICATION & OPPOSABILITY

- 1 - The following provisions are intended to define the general terms and conditions of sale of our company. Our general conditions of sale (GCV) prevail over all general conditions of purchase, except formal and express waiver on our part.
- 2 - The present C.G.V. are notified to each buyer when ordering. Consequently, the fact of placing an order entails, for the buyer, the full and unreserved acceptance of the C.G.V. Of our society.
- 3 - The fact that the seller does not avail himself, at a given moment, of any of the provisions of these C.G.V. shall in no way be construed as a waiver of future claims.

2) – ORDERS

- 4 - Orders are final only when they have been confirmed in writing by the buyer. Once the order is placed or confirmed in writing, no change or cancellation of the order by the buyer can be taken into consideration by our company without its agreement.
- 5 - Upon receipt of the written order, our company will examine whether the order can be honored in whole, partially or not at all. In the latter two cases, our company will inform the buyer of the impossibility in which it is to fully honor the order. This impossibility may result in particular from the absence of adequate stocks or the discontinuation of the marketing of certain products ordered. In this regard, our company reserves the right to make, at any time and without prior notice, any changes to its product lines, including in relation to the mentions in its catalogs or other commercial documents. In any case, our company is bound by orders only subject to the sending, to the buyer, a written confirmation. The consent of our company is subject to the application of these terms and conditions, a substantial condition of its commitment.
- 6 - Any deterioration of the credit of the buyer may justify the guarantee requirement before the execution of orders received or a settlement prior to delivery. Our company also reserves the right to cancel or refuse any order from a customer with whom there is an ongoing dispute over the payment of a previous order.

3) DELIVERIES

- 7 - Deliveries are made order by order or by group of orders. However, our company reserves the right to make partial deliveries depending on the availability of products in stock.
- 8 - The mode of transportation is our choice, except express agreement with the buyer for the use of a particular mode of transport.
- 9 - The delivery times are indicated as exactly as possible to the buyer, depending on the availability of products and foreseeable conditions of transport. Exceeding indicative deadlines on purchase orders, which are only indicative, can not give rise to damages, interest, withholding penalties or delay of order, total or partial.
- 10 - If, after our agreement, the shipment of our products is delayed at the request of the buyer, the products will be stored and insured at the expense and risk of the buyer.
- 11 - In case of force majeure (war, fire, strikes, riots, natural disasters, floods, epidemics, etc ...), our company is released from all responsibility and will not be liable for any compensation for total or total non-performance or partial of its obligations.

4) RECEPTION & GUARANTEES

- 12 - Our goods being carefully checked and packed before shipment, it is up to the recipient to make any reservations with the carrier in case of deterioration, damage, missing, ... under the conditions of the article L.133-3 of the French Commercial Code.
- 13 - Complaints about apparent defects or non-compliance of the delivered product with the ordered product, to be admitted, must be made to our company, in writing, within 72 hours of receipt of the products.
- 14 - If the buyer wishes to return the products, he must send our company a prior written notification by registered letter within a maximum of 72 hours after receipt of the products. This return request must detail the nature of the goods, the quantities involved and the reason for the return.
- 15 - Our company reserves the right to oppose the return if the reasons given by the buyer prove to be inaccurate or insufficiently precise.
- 16 - If, in view of the notification, the return is authorized, the products must be returned to our company in their original packaging to be taken into account.
- 17 - Provided that the return is justified, it will be done at the expense of our company.



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18 - Due to the nature of our products and the requirements of their manufacture, the capacities, dimensions and weights indicated in the specifications are given for information only and therefore can not, under any circumstances, be subject to a claim, except formal waiver, written and prior, accepted by both parties.

19 - All our products are guaranteed for a period of twelve months in case of hidden defect and / or defect.

This guarantee takes effect, in all cases, from the provision of the products and subject to their correct use and in accordance with the uses.

20 - The warranty obligation of our company, whether apparent defects or hidden defects, is strictly limited to the repair or replacement, at the choice of our company, of the product concerned. This warranty is exclusive of the repair of any other damage, including consequential loss and damage.

20.1 - If delivered products require repair, the nature and importance of repair work will be the responsibility of the repairer who will be sole judge of the work to be performed.

20.2 - If delivered products require replacement, the buyer will normally be sent identical products to those ordered, but our company reserves the right to provide in this case equivalent products or similar (especially if delivered products are no longer available or manufactured).

20.3 - If any repair or replacement is impossible, the buyer will be refunded.

21 - Such a replacement or repair operation will not have the effect of extending the warranty period by 12 months.

22 - Losses of cash can not under any circumstances be the subject of a claim for damages or motivate an exchange of barrels.

5) – RESERVATION OF PROPERTY

23 - Our company retains ownership of the goods sold until the effective collection of the full price in principal and accessories, even in case of collective proceedings against the buyer. Failure to pay any of the due dates will immediately and automatically become due the sums due and may result in the claim of the goods. These provisions are not an obstacle to the transfer, to the buyer, of the risks of loss and deterioration of the goods sold as well as the damage that could result.

24 - The buyer agrees to inform his customers that this retention of title clause gives our company the right to claim in their hands the products delivered or their price.

25 - It is agreed that our company will be able to exercise the rights it holds under this retention of title clause on all identical or similar products in the possession of the buyer, the latter being deemed to be related to unpaid bills . Our company may claim these products as unpaid invoices without prejudice to its right to implement the resolution of sales in progress, simply by sending a registered letter with acknowledgment of receipt.

26 - In the event of total or partial non-payment at the end of the term, the products must be returned to our company on the simple summons of a bailiff or in view of an injunction. In the event that the retention of title clause is implemented, the cost of return and any payments already made by the buyer will be acquired to our company as a penalty clause.

6) – PRICE – CONDITIONS OF PAYMENT – PENALTIES

27 - The prices are stipulated without taxes, their nature and amount are those listed in the rates in effect at the time of the order. In this respect, it is stated that the unit price list and the conditions of delivery, which have been communicated by our company to the buyer, form an integral part of these general terms and conditions.

28 - Unless otherwise stipulated, our invoices are payable in accordance with the method of payment agreed upon the order, ie within 30 days from the date of issue of the corresponding invoice.

29 - Failure to pay or simply late payment of our goods for any of the due dates will result in the payment of all sums remaining due (even if they have given rise to the issue of drafts). These sums will be increased by late payment penalties at the minimum interest rate of 3 times the legal interest rate. The penalties of delay will be due by right the past deadline.

30 - In addition, as a penalty clause and without prejudice to any other damages and interest, the buyer will be automatically liable to our company of an amount equivalent to 15% of the amounts remaining due, as well as the entire fees applied to obtain the payment withheld.

31 - In accordance with the provisions of Article L.441-6 of the French Commercial Code, an indemnity for costs of recovery, amounting to **FORTY (40) Euros** will be due, ipso jure and without prior notification of the buyer in case of late payment. Our company reserves the right to ask the buyer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of the receipts.

7) – WARNING CLAUSE – IMPORTS INTO AUSTRALIA

32 - As of 1 September 2018, the Australian Ministry of Agriculture has introduced a new phytosanitary regulation imposing heat treatment on wood products imported into Australia from approved suppliers.

33 - The heat treatment imposed by the Australian authorities is not part of the traditional manufacturing processes used for the Seller's products, is not part of its operational control, and to date there are no risk impact studies or the possible effects of the treatment on the conformity, characteristics and destination of the products in relation to their immediate or future use.



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34 - Consequently, the Purchaser gives in advance, on his behalf, on his behalf, and at his own risk, an express mandate to the Seller to entrust the products to an authorized service provider in order to carry out the imposed processing.

8) – ATTRIBUTIVE CLAUSE OF JURISDICTION

35 - In the event of litigation of any kind or of any dispute relating in particular to the interpretation or the execution of the present general conditions of sale, the commercial court of the head office of our company will be only competent. This clause will apply even in the event of an incidental claim or a plurality of defendants or a warranty claim, regardless of the method and method of payment.

36 - In the event that any of the provisions of these GC. in any way whatsoever, the parties agree to replace it with a provision that is as close as possible. The other provisions will remain in effect.

9) – APPLICABLE LAW

37 - Orders and Deliveries Made in Accordance with the Present C.G.V. are governed by French law only. In the event that C.G.V. would be translated into one or more languages, only the French text would prevail in case of dispute.