

GENERAL TERMS AND CONDITIONS OF SALE

Our price offers are binding and final for a period of 45 days. In the event of a new order these offers may be modified according to market fluctuations. The delivery lead time is set, subject to any workshop or procurement problem which is beyond the seller's reasonable control. Anything preventing all or part of the ordered production from being carried out shall be deemed, ipso jure, to be a case of force majeure and will relieve us of all liability as regards the delivery lead times.

Therefore, the buyer may not cite a delay in delivery as grounds for claiming damages or cancelling his order or the remainder of the order.

Even in the case of carriage-paid dispatch, goods are transported at the recipient's risk. Any complaint must be lodged by registered letter in order to be valid, and will not be accepted after ten days after the date on which the goods were dispatched.

The delivered goods remain our property until such a time as all the amounts payable by the buyer pursuant to the sales agreement have been settled in full. Should these amounts not have been paid on the due dates for their payment, the seller may take back the goods.

Any delay in payment shall allow us to suspend the other deliveries or to cancel the order in respect of the surplus still to be supplied, and to claim any damages on account of this cancellation.

Our invoices are payable in cash, except where there is an express stipulation to the contrary on our invoices.

Any invoice that has not been paid on its due date shall accrue default interest, ipso jure, at the rate of 1.5% per month.

Moreover, any delay in payment of more than 60 days shall result in the invoiced amounts being subject to a surcharge in the form of a lump indemnity of 20%.

All sums not yet due shall become immediately payable in their totality in the event of payment arrears, suspension of the customer's commercial activity, respite of payment by order of the court, composition or adjudication of bankruptcy.

In the case of a defect or an error recognised by us, our liability shall be limited to removing and replacing that which is not in conformity with the order or that which was the subject of an error. This will be done solely at our discretion and without the buyer being entitled to claim damages.

We shall under no circumstances be liable for tools and/or equipment belonging to the customer which are in our premises or under our safe custody. The customer himself shall take out insurance against fire, theft, lightning, explosions, falling aircraft, water damage and/or other risks.

In the event of disputes or actions in contentious matters, the courts of the legal district of the seller shall have sole jurisdiction to take cognisance.

Last update : May 2014