

GENERAL TERMS AND CONDITIONS

OFFER

The order receipt slip alone is evidence of our commitment. Without any reaction to our order receipt slip within eight days, we consider our clients to agree.

ORDER

We alone register our clients' orders and in compliance with the general terms and conditions detailed in this document and regardless of any clause to the contrary which could be featured on the orders, unless they are the object of a written agreement on our part. Only the conditions we set rule over the execution of the order.

PRICE

Our prices are expressed exclusive of tax. They are enforced in compliance with tax legislation and enforceable customs regulation at the time of invoicing, so all other potential modifications tax or customs duty are automatically passed on taking their legal enforcement into account

DELIVERY TIME

The delivery time mentioned is not an express stipulation on our part of a definite to deliver at a set date fixe and no penalty or compensation of any sort may be claimed for lateness. In case a definite commitment to deliver at a set date has been made, serious events causing a complete or partial halt of manufacturing in our factories or in those supplying them, such as force majeure or suchlike, release us from all responsibilities.

SHIPPING

Except otherwise stated, our products are sold leaving the factory. They are shipped at the recipient's risks whereas prices are calculated with free shipping.

PACKAGING

Transport packaging is invoiced at cost price.

QUANTITY DELIVERED

The quantities mentioned in our offers or on our order receipt slips are but approximative, for technical reasons. Actual quantities produced to meet the order alone are taken into consideration for invoicing.

COMPLAINTS

In order to be valid, all complaints related to our merchandise must be notified within a period of time not exceeding thirty days from the date of delivery or shipping.

CHECKING UPON RECEPTION

Items rejected due to a defect we have acknowledged make us liable until the time of refund of their price mentioned on the corresponding invoice only. Reimbursement will occur after the defective items are returned to our factory only.

PAYMENT

All of our deliveries and shipping are subject to due invoices to COLLEGIEN.

Invoices are due for payment as they are sent. We reserve the right to demand payment prior to shipping the items at any time, along with the right to invoice items made available to our customers and for which further instructions necessary for shipping haven't been made known to us.

Our invoices are due without discount:

- in France: by bank transfer 30 days after the end of the month, on 15 or any other means of our choice.

- abroad: by irrevocable bank letter of credit, documentary bill or any other means of our choice.

All late payments under the specific conditions mentioned on our documents generate late interests equal at the Banque de France base rate enforced at the time with a 4-point surcharge.

Yet, these penalties for delay will not be due as of rights, only for cases of formal notice.

CLAUSE RESERVING TITLE

We remain the owners of delivered merchandise from the day of delivery until full payment of the whole selling price and corresponding accessories, the risks attached to said merchandise being the recipient's responsibility as soon as it is made available to him/her.

Fee rebates or any titles do not constitute payments and are considered obligations to pay. Therefore, in case of non-payment and after formal notice, our company has the right to seize the merchandise or have it seized at the recipient's expense. This clause is featured on our order receipt slips.

Failing to contest this clause in writing within eight days after the receipt slip has been sent, we shall consider said clause to have been agreed to unreservedly. Said clause is an integral part of our general terms and conditions.

DISPUTES

No disputes or disagreements even if justified authorises the buyer to delay payment of an invoice. In case of non-payment, due amounts generate interests at the Banque de France's interest with a 4-point surcharge as of right, from the day payment is due without this altering the time limit for payment. Failing to comply with these obligations accepted by the buyer to pay invoices makes all due sums payable by him/her as of right, even if not called for yet. In such a case, the merchandise yet to be delivered will not be delivered and will have to be paid for. Not complying with these terms and conditions is sufficient to justify the simple revocation of the outstanding payment for orders, subject to our rights. In case of disputes, the Commercial Court of Paris shall have sole and exclusive competence.



Traduction certifiée par
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