



AUTEXIER

FABRICANT DE ROBINETTERIE INDUSTRIELLE
EN BRONZE & EN CUPRO-ALU - PÉTROLE & MARINE
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GENERAL SALES CONDITIONS GÉNÉRALISTES

The general conditions listed here after are in accordance with the French Commercial law (1900), they establish the terms and conditions governing all sales negotiations. The client agrees to adhere to these conditions without reservation and no prior exception to these conditions will be deemed valid, unless and excepted has been expressly agreed in writing by the supplier. The supplier reserves the right to amend these General Conditions, subject to a two month's notice before implementation.

Retention of Title - The right to ownership of the delivered goods is transferred to the Buyer when the Buyer has fulfilled all obligations connected with this delivery, in particular in respect of the complete payment of the invoice and ancillary charges. Up to that time, in case of non-payment of any installment, the Seller retains the right to take back or demand the goods that belong to him. However, all the risks deriving from the loss or from damages to the goods are to the charge of the Buyer as soon as the goods are put at his disposal. AUTEXIER accepts no liability for the goods damaged in transit unless reserves have been expressed with the carrier on delivery. **Catalogues/pricebook/Photos and drawings are not contractual.**

ORDERS

All orders imply unqualified acceptance of these general terms of sale, which, unless prior written disposition has been expressly granted, solely regulate our sales and take precedence over any conflicting provisions which may appear in the Buyer's purchase orders or general terms of purchase. Any alteration we might have made to an order must be, in case of disagreement, reported to the vendor within 48 hours of receipt of the acknowledgment. If this provision is not adhered to, the changes are considered as accepted, and the Buyer has no right to make any claim and has no recourse against the vendor.

Possibilities for order cancellation. In case of late cancellation, and further to the manufacturing of the products, we will have to charge penalties up to 20 % of the amount of the order. Special offer catalogue products and equipment can be neither returned nor refunded. Late deliveries will not be compensated by free carriage.

PRICES

The prices mentioned in this price list are per unit, before tax (VAT), in Euros and in works from our factory in CHARENTY.

Shipping/Delivery costs will be invoiced as per the rates which are current to the date of delivery.

Prices review - Prices are subject to review by the supplier in the occurrence of external factors and circumstances beyond their control (notably variations in prices of raw materials, modifications to customs duties, changes of exchange rates, evolution of the regulations).

In a consequence, questions are subject to review by the supplier at any time and without notice. Any modification of the contract by the client can result in a review of the agreed quotation.

FREE CARRIAGE AND PACKING for orders above 6 000 net to be delivered in FRANCE. **ADDITIONAL CHARGE FOR EXPRESS SHIPPING.**

LEAD TIME

Under no circumstances, do late deliveries and delay give ground to compensation (late delivery penalty). Neither do they give ground for cancelling the orders.

INFORMATION

Material certificates and Conformity Certificates CE must be required with order. The Buyer is liable for the acceptance, the controls and the monitoring. Assembly and maintenance manuals, handbooks, and conformity statements are available on our Web site: www.autexier.fr.

WARRANTY

All our equipment is guaranteed for one year from delivery against any defects of material or making, provided they are used under proper conditions as specified. The guarantee is limited to and covers the replacement or repair in our care of the parts which have been proved faulty.

We deny payment of compensation and reject any responsibility for direct damage which could result from an improper use of our equipment. We apply the same rules in case of damage due to foreign bodies, lack of control, maintenance, or in cases of force majeure.

PRODUCT RETURN

The Buyer shall not return the goods without prior agreement by the Seller. Carriage forward returns will be rejected. Only new standard products can be taken back, in return for a 20 % depreciation. In all other cases the conditions for taking back the goods will be left to our judgment.

PAYMENT TERMS

Payments of our invoice or statements must be made to our head office in CHARENTY, unless otherwise agreed.

In accordance with the act of 12 May 1980, we will retain ownership of the goods until actual payment of the full price as mentioned on our invoice. We do not accept to carry payment forward for deliveries after the 75th.

Terms of payment - In accordance with the act n°2000-429 of 6th May 2000 and unless otherwise agreed between the two parties, payments will be made at 30 days after date of delivery from the 1st order, the first three being settled on order under pro forma invoice. In accordance with the act n°2000-776 of 4th August 2000, parties may in no case agree on a term of payment above 60 days net after invoice. Dates of payment which have contractually signed cannot be unilaterally questioned for whatever reason by the client, even in case of litigation. Preparations are made without discount, unless special agreement has been made.

Late payment - In accordance with the act n°2000-776 of 4th August 2000 and with the European 2000/35 CE of 29 June 2000 and the article 1446 of the French commercial code, any late payment will involve interest on arrears equal to the most recent rate of refinancing of the European Central Bank increased by 10 points, and a fixed rate allowance for recovery cost for 40 Euros. Moreover, the entire debt will be immediately due because of this delay, and we reserve the right to suspend all shipments until proper settlement. Any controversy, claim or dispute arising to recover a debt will legitimately involve a penalty clause, as increased by 5 % of the due debt in addition to "interestual costs of lawsuit". The existence of a debt does not involve interest. As a consequence, the original debt remains with all securities attached (including the retention of title) until full payment of the aforementioned commercial paper. Outstanding payments after expiry date shall be exchanged by interest and fees in case of non presentation. In case of non payment, we will demand a settlement in full as order for any new order.

Change in the position of the client - In case of impairment of the client's position, established by financial information and/or late payment or when the financial position is noticeably different from the information at disposal, the goods will only be delivered in return for immediate payment.

In case of sale, merger, collateral security or capital contribution of the goodwill, or of a significant part of the assets, or of the equipment by the client, and also in cases of non compliance with the terms and deadlines, or when a bill has not been returned with acceptance within 10 days, the supplier reserves the right without formal notice to:

- Presume an event of default, the resulting in an immediate enforceability of the claim,
- Suspend all deliveries and services,
- To repossess, on the one hand the resolution of current contracts, and on the other hand to retain received downpayments, products, until the possible compensation has been determined.

The supplier taking any of these actions shall not be as obstacles to the clause of retention of title, or to the possibility they have to claim for fixed compensation as a penalty.

APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

Product sales are governed by French law and by the provisions of the Vienna Convention on the International Sale of Goods of 11 April 1980. In case of any dispute, concerning the interpretation for execution of an order, the "Inbound in commerce de Saint Quentin (02300)" will have express agreement, exclusive jurisdiction request (as principal, in intervention guarantee), even if there are multiple defendants or co-respondents.