



AUTEXIER

FABRICANT DE ROBINETTERIE INDUSTRIELLE
EN BRONZE & EN CUPRO-ALU – PÉTROLE & MARINE

www.autexier.fr

93, rue Louis Blanc - 02300 CHAUNY
Tél : 03.23.52.02.86 Fax : 03.23.39.52.28



GENERAL SALES CONDITIONS

GENERALITIES

The general conditions listed here after are in accordance with the French Commercial law L441-6, 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 said exception has been expressly approved in writing by the supplier. The supplier reserves the right to amend these General Conditions, subject to a two months' 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 invoices 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 to the goods damaged in transit unless reserves have been expressed with the carrier on delivery. **Catalogue/pricelist Photos and drawings are not contractual.**

ORDERS

All orders imply unqualified acceptance of these general terms of sale, which, unless prior written dispensation has been expressly granted, solely regulate our sales and take precedence over any conflicting provisions which may appear on 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 acknowledgement. If this provision is not adhered to, the changes are considered as accepted, and the buyer has no right to make any claims and has no recourse against the vendor.

Penalties for order cancellation : In case of late cancellation, and further to the manufacturing of the products, we will have to charge penalties up to 30 % of the amount of the order. Special off 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 ex-works from our factory in CHAUNY.

Shipping/Delivery costs will be invoiced as per the rates which are current on 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).

As a consequence, quotations 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 € 890 net to be delivered IN FRANCE. ADDITIONAL CHARGE FOR EXPRESS SHIPPING.

LEAD-TIME

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

CERTIFICATES

Material certificates and Conformity Certificates 3.1 must be required with order. The buyer is liable for the acceptances, 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. This guarantee is limited to and insures 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 invoices or statements must be made to our head office in CHAUNY, unless otherwise agreed.

In accordance with the act of 13 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 25th.

Term of payment : In accordance with the act n°2001-420 of 15th May 2001 and unless otherwise agreed between the two parties, payments will be made at 30 days after date of delivery from the 4th order, the first three being settled on order under pro-forma invoice. In accordance with the act n°2008-776 of 4th August 2008, parties may in no case agree on a term of payment above 60 days net after invoicing. Dates of payment which have been contractually agreed cannot be unilaterally questioned for whatever reason by the client, even in case of litigation. Prepayments are made without discount.

Unless special agreement has been made.

Late payment : In accordance with the act n°2008-776 of 4th August 2008 and with the European 2000/35 CE of 29 June 2000 and the article L441-1 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 shippings until proper settlement. Any controversy, claim or dispute aiming to recover a debt will legitimately involve as a penalty clause, an increase by 5 % of the due debt in addition to "potential costs of lawsuits". The remittance of a draft does not involve novation. 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 surcharged by interest and fees in case of new presentation. In case of non payment, we will demand a settlement in full on 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, cession, 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 15 days, the supplier reserves the right without formal notice to :

- Pronounce an event of default, this resulting in an immediate enforceability of the claim,
- Suspend all deliveries and services,
- To recognize, 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 an obstacle 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 "tribunal de commerce de Saint-Quentin (02100)" will have express agreement, exclusive jurisdiction request (as principal, in intervention guarantee), even if there are multiple defendants or cross-appeals.