GENERAL SALE CONDITIONS

Order : Every order will be accepted without reserve of our general sale conditions, unless formal and deliberate derogation on our part. After having sent confirmation on our part, the order can't be canceled. This confirmation applies as a commercial contract taking in the client's pure and simple adhesion. Exclusive sale to registered professionals in their countries and able to furnish their registration number . For members of the E.C, the TVA or VAT number is obligatory. The openning of an account requires a K-BIS extract and a bank RIB
(slip giving official details of a bank account).

Fabrication : Our products being hand-crafted ,they may show some varations or modifications. We reserve the right to modify caracteristics of our products
if we feel those changes are necessary.
In case of complaint about the quality, the quantity,or the nature of the products delivered, this one should reach the seller within the eight days of receipt of the product and by registered mail. No mercandise return will be done without prior agreement from the seller and this within a period not exceeding one month after the shipping date.In case of return without the consent of the vendor,the merchandises will be kept at the disposal of the buyer.
Storage cost of 0.60% of the sum exclusive of tax will be charged for per each month of storage.
The guaranty of our products is of express agreement limited to replacing defectuous products known by our company,without any compensation nor damages and interest of any kind. The guaranty of our products is valid with our workshops of herblay. All expenses

Delivery delays: Delays of fabrication are only given as guideline. In no cases,will delays in fabrication give cause to the refusal and/or cancellation of all or part of the order, nor justify the payment of damages and interest or penalities to the benefit of the buyer.

Price and conditions of payment: Prices recorded on our order confirmation prevail over any other conditions from our clients, if need be, or prior price offers. **Our prices are established leaving warehouse,save taxes,transportation and extra packaging cost.**
Unless contrary stipulated,the invoice is payable in cash at removal. NO merchandise will leave our workshops without having been paid in full. Each delivery will include a bill given to the organization.

For the Europe EXPORT clients: Account payment of 30% at order.The balance should be paid before removal.
Method of payment: **bank transfer** before merchandise departure. Intra community number (TVA) and exit certificate is mandatory.

For the international EXPORT clients: Account payment of 30% at order. The balance should be paid before removal.Method of payment**: bank transfer** or cheque coming from responsable transit point paid by the client before departure of merchandise.
Any lateness will justly lead ,after formal notice, to payment of penalities at the legal rate applicable to commercial matters increased by 50%.By formal agreement and unless requested report on time and agreed by us, payment failure of our furniture at due date or by default of the buyer will lead to:
1. The resolution by right of all the sales concluded and not settled or the payment pro forma before delivery, of possible orders or the remainder to be delivered;
2. The immediate payment of the total sum due no matter what
the mode of payment planned (draft accepted or not) and due date;
3. Recovery by legal ways;
4. Payment, by ways of damages and interests and of penal clause, an indemnity equal to 15% of all sums due with a minimum tax of 45 €, in addition to late interest and eventual legal expenses.

Reserve clause of ownership: According to article 65 of the law 67563 of July 13, 1967, modified by article 1, law 80 335 of May 12 1980, merchandises stay our property until full payment of the bill. Any agreement contrary to the general sale conditions of our clients is invalid and without value.

Transport: Packaging and transport charges, as well as all customs formalities
are the responsability of the client.
All the merchandises travel at the addressee's own risk.
As our packaging receive the best of care, you should verify the condition of the merchandises at their arrival,in presence of the driver. In case of damage, It is up to the buyer ,to indicate all the detailed reservations on the driver's dispatch sheet, confirmed by registered mail within 48 hours and to lodge a possible appeal against them.

Contract and estimate : When an estimate is established by us,it constitutes particular conditions bringing modifications or completing the present general conditions.In case of an order received by the buyer,this one will not be considered as accepted by us unless by written confirmation on our part. It is this acceptation,in this case, that will constitute the particular conditions.Studies, plans and drawings as well as any other documents given or sent by ourselves will remain our property, they cannot, in any case, be transmitted to a third party whatever the buyer's reasons.

Attribution of juridiction: In case of contention, whatever the reason may be, all the differences will be submited to the commerce court in the juridiction where the buyer's head office is located **" Tribunal de commerce de Pontoise - France"**, only competent juridiction in case of appeal of the guaranty or instance of refusal, notwithstanding all contrary clauses.