

1 Introduction

The present General Terms of Sale (GTS) detail the rights and obligations of Françoise Delaire Créations (hereinafter referred to as the Seller) and their Customer. Any sale made by Françoise Delaire Créations implies the Customer's acceptance without reserve of the present General Terms of Sale. The Customer may not impose their general terms of purchase upon the Seller.

If any provision of the present General Terms is held invalid, the remaining provisions shall not be affected thereby. The fact that the Seller does not exercise one of their rights under the present GTS at a given moment shall not deprive them from exercising any of their rights at a later time.

2 Orders

Orders must be placed in writing, directly, by postal mail or by email. Each order must include:

- the Customer's full name and exact address
- corporate form (and Intra-community VAT number for customers in the EU)
- delivery details (delivery address, terms of delivery), price, and terms of payment.

Any quotation marked "*bon pour accord*", "approved" or "accepted", and dated and signed by the Customer, is considered a firm and definitive order. A quotation is valid for thirty (30) days. Beyond this period, the Seller is no longer required to accept orders under the terms stated in the quote.

The minimum amount of the first order is €500.00, exclusive of VAT.

3 Order confirmation

Even if an order is not made in writing, payment of a deposit and/or acceptance of the goods will be considered confirmation of the order, and unconditional acceptance of the present GTS by the Customer.

4 Shipping time

The delivery time given when the order is taken is approximate. It starts on the date when the Seller receives the Customer's purchase order, or when the Customer has accepted the quotation and the present GTS, or when the Seller receives the deposit stated in the terms of the quotation, and all documents required for execution of the order. For information purposes, delivery time is usually four to six weeks.

A delivery delay cannot be considered breach of contract nor give rise to compensation for damages, late penalty charges or cancellation of the order. The Seller reserves the right to make split shipments.

5 Shipping

The shipment may be made:

- either by sending the Customer a notice that the order is available for them at the workshop.
- or by delivering the order to the address stated by the Customer on the purchase order or quotation.

6 Transportation

Sales are EXW Clermont-Ferrand, France (Incoterms® 2010), unless otherwise stipulated in the quotation. Transport and insurance are therefore at the Customer's expense. Transport risks shall be borne entirely by the Customer, who is responsible for insuring the goods.

The goods are shipped in double-groove cardboard. Any other packaging required by the Customer (e.g. wooden crates) will be charged extra.

The customer must check the shipment upon arrival. If any goods are missing or were damaged during transport, the customer must note all their reservations on the delivery slip upon receipt. Furthermore, these reservations must be confirmed in writing within three (3) working days of the delivery via registered letter with return receipt (Article L133-3 of the French Commercial Code). The delivery slip may not be marked "subject to unpacking" or "subject to assembly".

7 Non-conformity

Small differences in colour or size do not constitute non-conformity; they are a sign of artisanal craftsmanship.

8 Return of goods

Goods may be returned for non-conformity or apparent defects, only with the Seller's written approval, and in no case, any later than seven (7) days of receipt. Custom-made pieces may not be returned.

The Seller will not take back the goods unless the apparent defects or non-conformity have been established. The return will result in a standard exchange for the Customer. The costs of returning and redelivering the goods will be then borne by the Seller.

Any goods returned by the Customer, where the Seller has not given prior approval, or where no apparent defects or non-conformity have been established, will be held for the Customer. There will be no standard exchange, and no credit note will be issued. The costs of the return will in this case be borne by the Customer.

9 Prices

The prices of the goods sold are those in force on the day of the order. All prices are EXW Clermont-Ferrand, France (Incoterms® 2010), in euros, and exclusive of VAT. The Seller reserves the right to change their prices at any time. Nonetheless, the Seller will invoice the goods ordered at the prices listed on the order date.

10 No Early payment discount

No discount is given for early payment.

11 Terms of Payment

Payment is to be made via SWIFT or SEPA transfer. For the first order, the Customer must pay 100% of the total amount upon confirmation of the order. For subsequent orders, the Customer will pay a deposit of 30% of the total tax-exclusive amount. The balance is to be

paid before shipment of the goods. Any bank costs outside of France will be borne by the Customer.

Should the Customer's status change (e.g. change in structure, late payments, default of payment, bankruptcy, dissolution, death), the Seller reserves the right to revoke any extended payment period, suspend orders in process, demand guarantees, or cancel the order.

In the event of a late payment, the Seller may suspend all orders in process without prejudice to any other right of action.

12 Late payment

If payment is not made by the due date stated on the invoice, the Customer will be lawfully subject to a late payment penalty, which the Seller may claim without any reminder (French law No. 2001-420 of 15 May 2001 concerning new economic regulations, and Articles L441-3 and L441-6 of the French Commercial code). The penalty interest rate is three (3) times the legal interest rate, calculated on all amounts due. Penalty interest is subject to VAT. Furthermore, in case of late payment, a flat fee of €40.00 for recovery costs will rightfully be charged, without prior notice. If the recovery costs incurred by the Seller exceed this amount, the Seller may claim additional compensation from the Customer, on presentation of receipts. Upon default of one payment, all other payments become immediately due.

13 Resolutive condition

In the event of default of payment, forty-eight (48) hours after unheeded notice, the sale may be rightfully cancelled, and the Seller may be entitled to damages. This cancellation will affect not only the order in question, but also all earlier unpaid orders, whether delivered or being delivered, whether payment is due. Outstanding balances for any other deliveries or any other reasons, will be immediately due, unless the Seller has opted for cancellation of the corresponding orders. The Customer must reimburse any recovery costs, including any legal or administrative fees.

14 Retention of Title

The Seller retains ownership of the goods until full payment of the price, including any ancillary costs. Therefore, if the Customer goes into receivership or bankruptcy, the Seller has the right to claim goods sold to the Customer and still unpaid.

15 Intellectual property

The name Françoise Delaire Créations, as well as all related illustrations, images and logos remain the Seller's exclusive property. Any total or partial reproduction, modification or use of the said name, illustrations, images and logos, for any purpose, on any medium whatsoever, without the Seller's prior express written approval, is strictly prohibited.

Advertising rights

The Seller reserves the right to mention their Customers' names in external communications and advertising (e.g. Website, portfolio) to develop new business.

17 Force Majeure

The Parties will be fully discharged of their responsibilities if failure of one of the Parties to fulfil their obligations is due to a case of Force Majeure.

Initially, the Force Majeure case will suspend execution of the Contract, and the Parties will meet to discuss terms for continuing to do business together. Should the Force Majeure case last longer than one (1) month, the contract will automatically end, unless otherwise agreed by the Parties.

In addition to the unforeseeable circumstances usually recognised by the courts and case law of France, the following cases are also expressly considered Force Majeure for the present GTS: blockage, disruption or congestion of telecommunication networks; poor electric power supply; blockage of transport or supply chain for any reason whatsoever; epidemics; earthquakes; fires; inclement weather, storms, floods, or water damage; legal or governmental restrictions, or business regulations.

18 Competent jurisdiction

Any dispute relating to the interpretation or execution of the present General Terms of Sale is subject to French law. If no amicable settlement can be found, the dispute shall be brought before the Tribunal de Commerce de Clermont-Ferrand, France.

The Customer acknowledges that they have read the present General Terms of Sale and accept them unconditionally.