

GENERAL TERMS AND CONDITIONS OF SALES JDECHAUME (GTC)

SCOPE OF SALE

The General Terms and Conditions of Sale (GTC) apply to all products or services sold by JDECHAUME (the seller).

The GTC, along with the specific conditions and other documents and materials issued, referenced in correspondence and orders made by registered mail with acknowledgment of receipt or by email with acknowledgment of receipt, constitute the complete agreement between the Buyer and Seller and override any contrary provisions.

All documents, catalogs, and price quotes, valid for two months, are provided by the Seller to the Buyer for informational purposes only, unless otherwise specified. They may be revised based on economic fluctuations.

In the case of sales conducted electronically, the order acknowledgment includes all elements of the Buyer's order as accepted by the Seller.

If any provision of the GTC is found to be null, inapplicable, or illegal, either in whole or in part, the validity of the other provisions of the GTC remains unaffected.

TRANSFER OF RISKS / DELIVERY / SHIPPING

Unless otherwise specified, the transfer of risks to the Buyer occurs before the loading of the products at the Seller's premises.

When Incoterms are applied, the transfer of risks occurs according to the latest version issued by the ICC (risk transfer or delivery).

If the Buyer fails to receive the products:

From the date the failure to receive is noted by the Seller, the products will be stored at the Buyer's expense and risk and invoiced as delivered.

If no action is taken within one month from the date of non-receipt, the Seller reserves the right to resell them as compensation after invoicing.

The Seller is responsible for determining the route, means of transport, and handling operations with transport agents and carriers.

The Buyer may request the Seller to handle transport operations, which the Seller may accept at their discretion.

If the Seller agrees, the Buyer must provide all necessary information in advance for the preparation of documentation, marking, shipping instructions, import certificates, required documents for obtaining official permits, or any other pre-shipping documents, including, if needed, confirmation for issuing a letter of credit.

The Seller reserves the right to delay the shipment date if there are delays in producing the aforementioned documents (instructions, confirmations, etc.).

In cases of VAT exemption, the Buyer must provide and present the required evidence to the Seller.

Unless otherwise specified, delays beyond indicative delivery times from the "ex-works" point do not entitle the Buyer to any compensation or justify the cancellation of the order.

Production or supply delays may result in partial deliveries.

LIABILITIES / CLAIMS

After the Buyer communicates specifications for product design, transformation, or final use to the Seller, the Seller guarantees that the products comply with the technical specifications indicated on the Order Form received by the Buyer.

The Buyer, solely responsible for the use and transformation of the products, acknowledges that the Seller's conformity obligation is fully met when the products match these specifications upon delivery. This does not justify any claim of non-conformity during immediate debt recovery procedures or counterclaims.

Any technical advice provided by the Seller is given in good faith without warranty and does not exempt the Buyer, as a professional, from verifying the suitability of finished products for their intended use.

The Seller guarantees its products against hidden defects according to applicable laws, practices, and jurisprudence, covering the replacement or repair of defective parts or products.

Claims must be communicated to the Seller within three months of delivery.

The Seller's liability for damages caused by negligence or fault is capped at 100% of the invoiced value of defective or damaged products.

The Seller's warranty does not cover defects, damage to delivered products, production losses, operating losses, or any direct or indirect damages resulting from abnormal storage, transformation, or preservation conditions by the Buyer.

PRICES / PAYMENT

Prices

Prices are determined based on measured and quantified products from the point of shipment. Invoices are payable at the Seller's registered office, net and without discount.

The following costs are borne by the Buyer: transport, taxes, duties, insurance, shipping, storage, handling, and similar costs.

Payment Terms

In accordance with Law LME No. 2008-776 of August 4, 2008, payment is made net by bank transfer within 30 days end of month or 60 days from the invoice date.

In cases of judicial recovery or liquidation of the Buyer, payment must be made in advance before product shipment.

Failure to pay on time entitles the Seller to claim penalties at a rate equal to the Euribor rate on the invoice date plus 3%, as well as a fixed indemnity of 10% of the invoice amount, without prejudice to other rights (damages, interests, and costs).



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In case of payment delay or failure to meet obligations, the Seller reserves the right to terminate the contract or suspend the execution of the ongoing contract or orders. Amounts already collected will first cover overdue invoices, costs, penalties, and finally, invoice amounts.

No set-off by the Buyer is allowed, even in case of disputes.

RETENTION OF OWNERSHIP

he delivered Products remain the property of the Seller until full payment of the principal amount and any accessories.
In accordance with Article L621-122 of the French Commercial Code, any clause to the contrary is deemed null and void.

For any claims, the Seller may exercise its rights and claims over all products held by the Buyer.

These products are presumed unpaid and, as such, the Seller may reclaim them as compensation for all unpaid invoices, potentially supplemented by the Seller's right to terminate ongoing sales.

Nonetheless, the risks associated with the goods are transferred to the Buyer under the principle already defined as "ex-works" before the products are loaded: upon delivery, the Buyer becomes the custodian and guardian of the goods.

In cases of transformation, incorporation, or integration of the products with the Buyer's products:
The Seller retains sole ownership of the resulting products.
In the event of seizure or intervention by a third party, the Buyer must immediately inform the Seller.

In cases where the Buyer is authorized to resell the products:

The Seller authorizes the resale of products under two conditions :
The Buyer has fulfilled all contractual obligations.
The Buyer retains ownership of the products upon resale.

In cases of service contracts, business contracts, or contracts of any nature :

These contracts are considered as resales.
In such cases, the Buyer must immediately notify the Seller to allow it to exercise its right to reclaim the price from the third-party purchaser.

Regarding responsibility and allocation of risks and costs:

The Buyer is solely responsible and, as a result, bears all direct and indirect risks and costs associated with unloading, handling, and storage.

The Buyer commits to taking out comprehensive insurance at its own expense to cover damages or theft and must provide the insurance policy, a certificate, and proof of payment of the corresponding premiums to the Seller.

In cases of non-payment:

After formal notice, the Seller reserves the right:
To terminate the sale.
To reclaim the delivered goods.

To demand reimbursement of return costs charged to the Buyer.

The Seller retains any payments made as a penalty clause.

After sending formal notice, the Seller may conduct an inventory of the products in the Buyer's possession. The Buyer must grant access to its warehouses and storage facilities to ensure that the Seller's products can always be identified.

FORCE MAJEURE

The following are considered cases of force majeure: strikes affecting all or part of the personnel of JDECHAUME or its carriers, fires, floods, wars, production stoppages due to occasional breakdowns, supply shortages of raw materials, epidemics, thaw barriers, roadblocks, strikes or supply disruptions of EDF-GDF, or supply interruptions for reasons beyond JDECHAUME's control, and/or any cause outside of JDECHAUME's control that renders the performance of its contractual obligations impossible.

Any force majeure event must be notified to the other party within three days of its occurrence.

In the event that a force majeure event lasts more than 30 days, the contract may be terminated by the most diligent party without either party being entitled to damages.

This termination takes effect on the date of the first presentation of the Registered Letter with Acknowledgment of Receipt denouncing the sales contract.

APPLICABLE LAW / JURISDICTION

The Seller's legal domicile is its registered office.

These General Terms and Conditions of Sale are governed exclusively by French law and, as a supplement, by the Vienna Convention on the International Sale of Goods.

Any disputes concerning contracts or price payments will fall under the jurisdiction of the Commercial Court with jurisdiction over the Seller's registered office, with legal and procedural fees to be borne by the Buyer.

PERSONAL DATA

JDECHAUME respects the privacy of its users and clients in accordance with the General Data Protection Regulation (GDPR) of May 25, 2018. It commits to treating all collected information that allows identification of its clients as confidential.



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