

Article 1 – Application of the General Terms and Conditions of Sale

These General Terms and Conditions of Sale constitute the basis for commercial negotiations and govern the relationship between CATHELAIN SAS and its customers. They are systematically provided upon request. Accepting an offer or placing an order with CATHELAIN SAS implies the Customer's full and unconditional acceptance of these General Terms and Conditions of Sale, any other documents issued by CATHELAIN SAS or by the Customer being of indicative value only. Any documents, special conditions, general conditions of purchase cannot prevail over these General Conditions of Sale.

In case of difficulty of interpretation between any of the titles and any of the clauses, the content of the clause will prevail over the title. The fact that CATHELAIN SAS does not avail itself of any of the provisions of this document at a given time shall not be construed as a waiver of its right to do so at a later date. The validity of the General Terms and Conditions of Sale shall not be called into question in the event of the insufficiency or invalidity of any of its clauses : in this case, the parties undertake to substitute a valid and applicable clause with an equivalent economic and financial scope for the stipulation in question.

Article 2 – Order - Cancellation - Modification

In response to the Customer's request, CATHELAIN SAS will, where applicable, send a price quotation, which is personal to the Customer and may not be transferred without CATHELAIN SAS' consent. Each price quotation shall be valid for a period of time appropriate to the nature of the products concerned. The order shall become final upon receipt by the customer of an order confirmation issued by CATHELAIN SAS, and if CATHELAIN SAS is in possession of all additional specifications necessary to execute the order. For any order subject to specific standards, the Customer shall indicate the precise reference of such standards defining such requirements. CATHELAIN SAS reserves the right to refuse any order from a Customer with whom there is, in particular, a dispute relating to the payment of a previous order, or in the event of refusal to provide payment guarantees deemed necessary by CATHELAIN SAS, or in the event of technical impossibility. In the event of non-payment of an invoice when due, CATHELAIN SAS shall have the right to cease delivery of the products and/or performance of the work ordered, as well as to cancel any outstanding orders that have not yet been executed, to the sole detriment of the Customer. No cancellation of an order may occur if the products ordered are specific or special parts, or are in the process of being manufactured or delivered. Any cancellation must be made by registered letter with return receipt requested to CATHELAIN SAS. The Customer agrees to compensate CATHELAIN SAS for the direct and indirect consequences resulting from a cancellation, in the event that CATHELAIN SAS accepts such cancellation. Any modification (such as specifications, characteristics, quantities, qualities, etc.) of the initial order by the Customer may generate additional costs that shall be borne by the Customer. CATHELAIN SAS shall not be bound by the initial deadlines if additional supplies are requested. Changes shall be taken into consideration upon written confirmation by CATHELAIN SAS.

Article 3 – Prices - Terms of payment - Penalties

Unless otherwise specified on the relevant invoice, the prices quoted by CATHELAIN SAS are per unit, in euros, net and exclusive of VAT, and include packaging unless otherwise specified by the customer. The cost of transport within metropolitan France is covered (carriage paid) unless otherwise specified in the order confirmation. For international shipments, please refer to the terms and conditions of the offer. By default, shipments will be made via FCA Bavinchove. CATHELAIN SAS does not accept penalty clauses from its customers without prior negotiation at the time of the initial customer request (nature of the penalties : for delay, quality, prejudice or other, etc.). CATHELAIN SAS reserves the right to adjust its selling price to reflect price increases applied by its suppliers in the event of any change in the price of raw materials or energy, or in the event of any case of force majeure, and shall notify the Customer as soon as possible. The supply of a material by the Customer shall entail adaptation and specific agreement on the price. The price of specific orders may be revised at the time of delivery, in accordance with the contractual terms and conditions established by the parties. Invoices issued by CATHELAIN SAS shall be payable within forty-five days net and without discount, unless otherwise agreed, at the headquarters of CATHELAIN SAS, located at 69 route de St Omer, 59670 Bavinchove, France, in accordance with the deadlines set forth on each invoice. Any changes requested by the Customer shall not constitute grounds for non-payment or delay in payment of the sums owed by the Customer, or an exception for non-performance. When payment is made in installments, non-payment of a single installment shall result in the immediate payment of the entire debt, without formal notice. Any partial payment will be charged first to the non-preferential part of the debt, then to the sums that are due earlier. In any case, payments may be suspended or offset without the prior written consent of CATHELAIN SAS, which reserves the right to offset sums owed to it if a deposit has been paid by the Customer. In the event of late payment, and in accordance with article 121-II of law 2012-387, a fixed indemnity for collection costs will be invoiced. This indemnity is set at €40 by Decree N°2012-1115 of October 2, 2012. An additional indemnity may be invoiced upon production of proof in the event that collection costs prove to be higher than the fixed indemnity. Any deterioration in the Customer's creditworthiness may justify CATHELAIN SAS's demand for guarantees prior to the execution of orders. For any invoice that remains partially or completely unpaid on its due date, the unpaid amount shall be automatically increased, without prior notice, by late payment penalties at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, calculated from the date of the initial due date until the date of full payment of the debt, pursuant to Article L.441-6 of the French Commercial Code.

Article 4 – Delivery - Transport - Reception

The delivery period shall be based on the indicative date of availability of the products at CATHELAIN SAS' headquarters and shall be subject to the Customer's compliance with its own supply and information obligations, as well as any case of force majeure. CATHELAIN SAS shall notify the Customer of any event beyond its control that may affect the availability of products. Delivery shall be made to the location indicated by the Customer. If the Customer fails to indicate a place of delivery, it shall be the Customer's responsibility to take all necessary steps to collect the product from CATHELAIN SAS' headquarters. At the Customer's express request, CATHELAIN SAS may group together the delivery of Customer orders, without being liable for any delay in delivery. As CATHELAIN SAS does not guarantee the means of transport, it shall not be liable for any penalty or indemnity in the event of late delivery or non-delivery. CATHELAIN SAS shall bear the shipping costs (carriage paid) unless otherwise specified in the order confirmation. In any event, the products shall be borne by the Customer as soon as they are made available and shall travel at the Customer's own risk. In the event of damage, loss or shortage, the Customer shall be responsible for making any reservations and exercising any recourse with the carrier(s) responsible. Any product that has not been the subject of reservations with the carrier by registered letter with acknowledgement of receipt within three days of receipt, in accordance with Article L.133-3 of the French Commercial Code, a copy of which shall be sent simultaneously to CATHELAIN SAS, shall be deemed accepted by the Customer for Metropolitan France and seven days after receipt for international deliveries.

Article 5 – Transfer of Risk - of Custody - of Ownership

The transfer of risk and custody of the goods sold or supplied by CATHELAIN SAS takes place as soon as the products are made available to the Customer. As of this date, the Customer shall bear the risks of all kinds, in particular the risk of loss or deterioration of the goods, as well as the responsibility for any damage that the goods may cause. The Customer shall take out any insurance policy covering any damage that may be caused to or by the goods ordered, and any risks that may exist as of the date of delivery. CATHELAIN SAS shall not be held liable, except in the event of gross negligence or intentional negligence. Pursuant to the provisions of Article L424-14 of the French Commercial Code, CATHELAIN SAS shall retain ownership of the goods sold or supplied until the price has been paid in full. In the event of payment in installments, failure to pay any of the installments may result in CATHELAIN SAS reclaiming the goods. Until the price has been paid in full, the Customer shall not pledge, transfer, whether free of charge or for consideration, or modify, alter or transform the goods

Article 6 – Warranty - Liability

- The Customer benefits from the legal warranty for hidden defects.
- Without prejudice to the measures to be taken with respect to the carrier, any claims regarding products due to corrosion, dimensional problems or any other visual anomaly must be made and sent to CATHELAIN SAS by email or fax within 8 calendar days of the arrival of the products.
- For other defects not covered by the warranty for hidden defects, corrosion, dimensional problems or other visual anomalies, CATHELAIN SAS warrants its products for a period of six months from the date of delivery of the product to the Customer.
In all circumstances, CATHELAIN SAS shall have the opportunity to observe the alleged defects and to obtain any information regarding the defect. CATHELAIN SAS shall not be a prescriber of the products ordered to be assembled into complex elements, nor shall it be advised of the use to be made of such products. Under no circumstances shall CATHELAIN SAS be considered as a co-designer or co-builder : any opinions or advice issued by CATHELAIN SAS shall not be included in the price of the order. So, the Customer shall remain only responsible for the destination, suitability, lifespan, choice of composition and storage methods of the products ordered. The Customer shall not hold CATHELAIN SAS liable for the products it manufactures, beyond the provision of the products ordered. CATHELAIN SAS shall not be held liable for any products not manufactured by CATHELAIN SAS beyond what it may have obtained from its own suppliers and service providers. CATHELAIN SAS undertakes to comply with a non-conformity management protocol, a copy of which shall be provided to the Customer upon request. In addition to the foregoing, CATHELAIN SAS shall not be held liable for :
- Any error in the use of the products;
- Any modification made to the products;
- Failure to comply with any recommendations or user guides;
- Any unauthorized intervention by a third party;
- Any subsequent invocation by the Client of standards, specifications, prescriptions, regulations and uses not set out in the order;
- Any natural wear and tear;
- Any case of force majeure.
In the event that the defect falls within the scope of its warranty, and if the Customer has received CATHELAIN SAS' prior written consent, CATHELAIN SAS may only proceed with the replacement or repair of the defective product, for which CATHELAIN SAS shall be responsible for the cost of pick-up and delivery. CATHELAIN SAS shall not consider any compensation for direct/indirect, material/immateral damages, in particular for the immobilization of the product. All claims must be made in writing : either by email to the address of the business manager in contact : or by fax. No repair of the products presented as defective shall take place without the prior written consent of CATHELAIN SAS.

Article 7 – Audits

The customer is notified of the production stages on request, and may freely audit CATHELAIN SAS as part of the requirements of the order in question. According to the rates in force and by sending a prior order to CATHELAIN SAS of €89€ per half-day and per person.

Article 8 – Insurances

CATHELAIN SAS hereby declares that it has taken out an insurance policy with a reputable and creditworthy company to cover any damages that may result from the execution of the order, including direct and indirect consequential damages. The Customer may at any time request CATHELAIN SAS to provide evidence of the existence of such insurance policy and the amount of the deductible to be paid by the Provider. CATHELAIN SAS undertakes to remain insured throughout the duration of the order in question, and to pay its premiums regularly.

Article 9 – Packaging

The Customer shall indicate to CATHELAIN SAS at the time of the price request and confirm at the time of the order, the packaging methods to be used, taking into account the transport constraints applicable to the Customer. CATHELAIN SAS undertakes to comply with the Customer's recommendations on this point, as specified in the order, with respect to both the packaging and the labeling of the products. In the absence of any such recommendations from the Customer, CATHELAIN SAS's standard packaging shall be used.

Article 10 – Force Majeure

In addition to the cases of force majeure usually retained by the jurisprudence of the French Courts and Tribunals, the parties agree that the following cases are cases of force majeure total or partial strikes, internal or external to the company, lock-outs, bad weather, epidemics, blockage of means of transport or supply for any reason whatsoever, earthquake, fire, storm, floods, water damage, governmental restrictions, legal or regulatory changes in forms of marketing, blockage of telecommunications, including the telephone network(s) and all other cases beyond the control of the parties preventing normal execution of the order.

Article 11 – Subcontracting

CATHELAIN SAS reserves the right to use subcontractors and shall inform the Customer of such subcontracting upon request. With the exception of the nuclear sector. In this case, CATHELAIN SAS shall remain responsible for the subcontractor and shall also guarantee the completion of the order or part of the order entrusted to it. CATHELAIN SAS shall ensure and guarantee that its subcontractor complies scrupulously with labor legislation.

Article 12 – Personal data

Customers' personal data may be used to send them information about new CATHELAIN SAS products and services. It may also be used, with the customer's prior consent, for prospecting purposes with other commercial partners. CATHELAIN SAS undertakes not to communicate, at any case, informations related to customers' bank accounts. The information requested by the seller and indicated as being imperative is necessary for the processing of orders and the management of commercial relations. In accordance with RGD regulations, Customers have the right to access, rectify, oppose and delete informations concerning them by sending a written request to the following address : contact@cathelain.com or CATHELAIN SAS 69 route de St Omer 59670 BAVINCHOVE; indicating their last name, first name and address. Customers may also request not to receive offers from CATHELAIN SAS.

Article 13 – Applicable law - jurisdiction

The present General Conditions are governed by French law. Prior to any legal action, the Parties agree to seek an amicable solution through conciliation or negotiation. In case of failure to find an amicable solution, any dispute relating to the formation, interpretation or execution of the contractual relations, even in case of urgency, shall fall under the exclusive jurisdiction of the courts of DUNKERQUE, whether or not there is plurality of defendants or calls for warranty. This jurisdiction also applies to summary proceedings.