

GENERAL TERMS OF SALE

SCOPE

These General Terms of Sale apply to all sales made by COUSIN TRESTEC. Sales, including those negotiated by our agents or representatives, shall only be complete upon explicit written acceptance of Customer's order materialized by a return receipt.

TERMS OF PAYMENT

Our invoices are payable to WERVICQ-SUD, according to the indications on the invoice sent to the purchaser. The time in which payment must be made starts to run on the shipping date from our plants or warehouses, or in case of deferred delivery requested by the purchaser, from the date that the goods are placed at the disposal of the purchaser. NO DISCOUNT FOR PRE-PAYMENT IS GRANTED. Non-payment of an invoice on its due date makes the payment of all other invoices due immediately, even if they have given rise to already circulated drafts. Non-payment of an invoice gives COUSIN TRESTEC the ability, either to demand cash payment before shipment of any new merchandise, whatever the conditions of the order to which it relates either to postpone or cancel without compensation or notice period, all orders recorded by us in the name of the defaulter, and remaining to run.

Failing the payment of invoices on their due date, interest shall be charged at three times the legal interest rate in force, with a minimum of 5%. Furthermore, a fixed compensation fee of 40,00 euro for administrative processing will be charged in conformity to the decree N° 2012 - 1115 of October 2nd, 2012 for any late payment exceeding 10 days. If, after conclusion of the contract, circumstances capable of casting doubt on the customer's solvency were to be brought to our knowledge, we reserve the right, according to our choice, to demand an advance payment or the provision of a guarantee.

PRICES

Our prices are always exclusive of tax. All costs incurred in the country of the buyer, which would not have been foreseen when the contract was concluded, including taxes, duties and collection costs, are the responsibility of the buyer. If the agreed currency is not the euro, we reserve the right to terminate the part of the contract which has not yet been delivered, in the event that, and for as long as, in the country of the seller, the rate of the agreed currency deviates by more than 3% (three percent) from the rate which was its rate on the day of the conclusion of the contract. The company also reserves the right to revise the sale price in the event of a variation in the price of raw materials or consumables of more than 5%.

TRANSPORT OF GOODS

Our goods are sold ex works or warehouse and always travel at the risks and perils of the addressee, whatever the terms of sale or mode of transport, notably in the case of carriage free shipping.

TITLE RETENTION CLAUSE

In case the purchaser defaults on payment of all or part of the order's price, COUSIN TRESTEC reserves, until complete payment, the property rights on the products sold, allowing it to recover possession of the said products. Any deposit paid by the acquirer shall be kept by COUSIN TRESTEC as compensation, without prejudice to any other related action that it may intent against the purchaser.

The transfer of the property of COUSIN TRESTEC products to the purchaser shall only take place after complete payment of the price thereof by the purchaser, whatever the delivery date of the said products. On the other hand, the transfer of risks relating to loss and deterioration of the COUSIN TRESTEC products shall take place upon delivery and reception of the said products by the purchaser.

DELIVERY

Delivery times are always given as an indication and a delay that may arise from an unforeseen manufacturing event cannot, under any circumstances, lead to a compensation from our side. Any delays do not give the customer the right to cancel the order or refuse acceptance.

COUSIN TRESTEC shall not be liable to the purchaser for any delays or non-deliveries arising from a case of force majeure, such as breaking of machines, strikes, epidemics, flooding, lack of raw materials, etc... The purchaser is required to check the apparent condition of the products at the time of delivery. If the purchaser fails to issue specific reservations at the time of delivery, the products delivered by COUSIN TRESTEC shall be considered compliant with the order with respect to their quantity and quality. From the time of delivery and reception of the ordered products, the purchaser shall have a period of eight days in which to issue written reservations to COUSIN TRESTEC. No claim shall be validly accepted in case of non respect of these formalities by the purchaser.

COUSIN TRESTEC shall replace as soon as possible and at its own expense any products delivered that are duly proven as being defective by the purchaser. The return of goods that were specially manufactured, or subject to dyeing or special processing, shall in no case be accepted.

Products returned without prior written authorization will be refused. If the return is accepted, the returned products must be in the condition and packaging in which they were received by the buyer.

PACKAGING and P.O.S. ADVERTISING

Our packaging and P.O.S advertising, even when deposited, constitute industrial equipment that remains our property and is exclusively reserved for the placing of our products. The deposit does not constitute a sale but represents the payment by our customers of a guarantee deposit that is reimbursed as soon as the equipment is returned to our plant, postage paid and in good condition.

SUPPLIER'S WARRANTY

In compliance with legal provisions, COUSIN TRESTEC guarantees the purchaser against any hidden flaws arising from a material, design or manufacturing fault affecting the products delivered and rendering them unfit for use. The guarantee is excluded in case of improper use, negligence or lack of care on the part of the purchaser, as in case of normal wear or force majeure. In order to assert his rights, the purchaser must, under penalty of forfeiture of any related action, inform COUSIN TRESTEC in writing of the existence of flaws within a maximum of ten days from discovery thereof. COUSIN TRESTEC shall replace or repair the products or parts under guarantee that are judged defective.

LIMITATION OF LIABILITY

COUSIN TRESTEC, except otherwise public order will not be responsible for the occurrence of any damage of any kind resulting directly or indirectly from the use, or from the inability to use the products, including:

- COUSIN TRESTEC will not be responsible for the occurrence of any indirect damage, such as in particular, decreased production, loss of profits;
- COUSIN TRESTEC will not be responsible for loss or destruction of any goods, damages, or expenses which directly or indirectly derived from the use, misuse or inability to use the products by the customer, and that of independently or in combination with another product, or for the business loss of any nature whatsoever and shall have no obligation to provide a replacement product;
- In any case, the contractual liability of our company as it could be committed under this contract shall not exceed the amount paid by the customer for the purchase of products.

PROTECTION OF PERSONAL DATA

We may collect and process certain personal data. You can read our personal data protection policy on our website cousin-trestec.com or by requesting its communication by email to the address rqpd@cousin-group.com.

VENUE

All litigation arising from the purchasing or sales transactions considered by these General Terms of Sale shall be submitted to the Commercial Court of Lille; this is explicitly accepted by the purchaser.

APPLICABLE LAW

All the clauses contained in these General Terms of Sale, as well as all the purchasing or sales transactions considered therein, shall be governed by French law.

BUYER'S ACCEPTANCE

These general Terms of sale are expressly approved and accepted by the buyer who declares and acknowledges having perfect knowledge of them, and therefore waives the right to avail himself of any contradictory document and, in particular his own general terms of purchase.