

GENERAL CONDITIONS OF SALE

1. GENERAL

These general conditions of sale detail the rights and obligations of the seller, the company Papeteries du Léman and the buyer in the context of all the products of the seller. These general conditions of sale prevail over any other document of the buyer, and in particular the general conditions of purchase of the latter. Any derogation from these general conditions of sale, which could in particular be provided for special conditions or in the order, can only be considered as accepted by the seller if it has been the subject of a written agreement.

These general conditions of sale are applicable for 24 months from the date of acceptance.

2. SUBJECT AND SCOPE OF THE OFFER

2.1. Supplies on quotations

The conditions of the offer shall exclusively concern the supplies specified in the offer.

They shall not commit the seller to any additional supplies. The seller's offer shall be valid for one month. The buyer will not be able to insist on standards, specifications, prescriptions, regulations or usages not expressly accepted by the seller.

2.2. Supply on supply contract.

The prices and specifications shown on the contractual documents bind the seller only within the fixed limits of validity.

3. ACCEPTANCE OF ORDERS

3.1. - Acceptance of the order by the seller

3.1.1. - Acceptance of an order by the seller will be deemed as given:

Either in case of strict conformity of the order with the offers made by the seller.

Or in case of express acceptance without reservations of this order by the seller.

Or, if the order was associated with reservations, the confirmation of order document stating the agreement between the seller and the buyer on these reservations or their lifting.

3.1.2. - Acceptance of the order by the seller implies:

The Buyer's adherence to these General Terms and Conditions of Sale, to the extent that they are not affected by the special terms and conditions as agreed between the Seller and the Buyer

3.2. - Conclusion of the Sale

3.2.1. - The contract of sale shall only be concluded subject to the express acceptance of the order by the seller.

3.2.2. - The seller is only bound by the verbal commitments which would have been made by his representatives and employees insofar as these commitments have been confirmed in the order expressly accepted by the seller.

3.2.3. - In the absence of a formal agreement on the product's specifications between the parties involved, the signature of order's acknowledgement is worth acceptance of the standard specifications in force on our websites.

4. CONFIDENTIALITY / QUOTATIONS

Studies, drawings and documents given to the buyer shall remain the property of the seller and are confidential; the buyer may neither make use of them outside the contract, nor communicate them, knowingly or not, to third parties, and it undertakes to take all steps for this purpose.

5. CONTROL

Upon receipt of the products, the buyer must ensure that the products delivered comply with the order and the delivery slip and the absence of apparent defect.

If no claim or reservation is made, in this regard by the buyer on the day of receipt of the products (see § 11), the said products may no longer be returned or exchanged, in application of the provisions of Article 1642 of the Civil Code. In the event of the use of products delivered with defects which the buyer should have noted upon receipt, the seller's guarantee is excluded. These provisions shall apply unless otherwise specified by specific agreements.

6. WARRANTY

6.1 - Definition

The responsibility of the seller will only be accepted if the quality of the products delivered does not conform to the specifications of the offer, and only if they are used according to the rulebook.

The seller undertakes to remedy any operating defect deriving from a fault in the design or the materials, subject to the reservations provided for in article 6 and those set forth below:

The warranty will be withdrawn in case of defect deriving either from materials supplied by the buyer, or from a design imposed by the buyer, or from servicing or maintenance performed in case of supplies by third parties, or from unsuitable storage conditions, or from use that is not according to the rule book.

Likewise, no warranty shall apply in case of:

- Incidents resulting from fortuitous events or force majeure,

- Replacements that might result from deterioration, or accidents deriving from negligence, from poor surveillance of preservation or from faulty use of these supplies.

6.2. Extent of the seller's responsibility

The seller's warranty is strictly limited to replacement of the defective materials, excluding all other expenses, such as the costs of production by the buyer of faulty products, and any other indemnities or compensation. All other costs will be subject to a specific agreement.

6.3. Terms and conditions of exercising the warranty

6.3.1. - The customer shall inform the sales department of PDL in writing of the defect observed:

Either on the day of receipt of the goods in case of apparent non-compliance or defect after having carried out the checks provided for in Article 5.

Or without delay, upon putting the product delivered into use, should the defects only become apparent on use.

The customer will specify:

The nature of the defect observed (as accurate a description as possible),

The reference details of the items concerned,

If possible, an estimation of the defective quantity.

Insofar as possible, it is preferable that a representative sample of the defect is sent with this complaint, which sample should be taken from the product in its delivered state

In any case, it is necessary that a survey of the product concerned can be carried out by PDL, which survey therefore precludes any prior destruction.

6.3.2. The response by PDL may be given in various forms:

a) Agreement in principle on its responsibility. PDL will then ask for the return, at his expense, of the defective product to its factory. It shall then propose its replacement or a credit note.

b) Request for further information:

- either through a new sample or technical exchanges,

- or through the visit by one of its technicians to the customer's premises.

c) The final decision may be:

- either as stated in paragraph a)

- or a sorting organised by PDL. This sorting may be carried out by an agent of PDL at the customer's premises or by the customer itself, on directions from the agent. In the latter case, the sorting costs will be payable by PDL,

- or a special agreement that allows the product to be put into use under specific conditions.

6.3.3. Any complaint that is the subject of a settlement, must always be finalised by the sales department of PDL, which is the sole authorised party for this purpose. The role of the other departments of PDL being to set up preliminary enquiries, to seek out technical solutions and to suggest a settlement.

6.3.4. Term and effective date of the warranty

The warranty shall only apply to defects that appear during a period of twelve months from delivery, unless otherwise stipulated, subject to application of the provisions of article 5. The warranty period shall run from the day of delivery in the meaning of paragraph 9.

7. AMENDMENT

Orders sent to the seller are irrevocable to the buyer, unless PDL accepts them in writing. Unless a derogation is expressly granted by the seller, any request for modification of an order or its quantity placed by the buyer may only be taken into account by PDL if the request, validated by the seller, is made in writing, including fax or e-mail. In case of modification of the order by the buyer, PDL will be released from the agreed deadlines for its execution.

8. DELIVERY TIME

8.1 - The lead times are indicated in the seller's offer. They only bind the seller when the seller has expressly specified it in the offer.

8.2 - In any case, the seller is automatically released from any commitment relating to deadlines, in the event of force majeure or any event occurring at the seller or its suppliers, beyond his control.

9. DESPATCH AND TRANSPORTATION

9.1. - The delivery terms shall be interpreted by reference to the latest edition of Incoterms at the date of offer.

9.2. - Notwithstanding the provisions of the previous paragraph, and irrespective of the destination of the supplies and the sales terms, the shipment is deemed to have been made at the time of loading at the seller's factory.

9.3. - If the despatch is delayed for whatever reason, beyond the control of the seller, the supplies will be deemed to have been delivered on the date and at the place agreed, and all costs and risks, including handling and storage (see Art. 9.6) will be borne by the purchaser.

9.4. - Even in case of the sale being agreed free delivered, the products shall be despatched at the risk and peril of the recipient until unloading at a place nominated by the buyer, who will be responsible for making any reservations with the carrier.

9.5. - If the sale is agreed ex-works, and if the transportation is arranged by the seller on behalf of the buyer, their forwarding will be made with express acceptance by the buyer.

9.6 - Storage costs, specified in the offer, variable according to the age of the stock calculated from the contractual date will be invoiced under the following conditions: If the products have not been removed by the buyer on the date agreed between the two parties, storage costs may be applied. After 90 days of storage, all remaining products will be invoiced.

10. PACKING

In principle, packing materials shall not be taken back by the seller, and the cost thereof is always payable by the customer. In the absence of specific indications, the packing is prepared by the seller in accordance with trade practice.

11. RESERVATION AND TRANSFER OF OWNERSHIP

11.1 - The products are sold subject to reservation of title. The vendor retains title to the products delivered until full and effective payment of the price in terms of the principal and ancillary amounts (Dubanchet Law No. 80-335 of 12 May 1980). The return of products delivered and which have not been paid for may be demanded at any time at the exclusive cost of the purchaser, regardless of the person in possession thereof. The buyer may not, under penalty of damages, avoid returning the products to either the vendor or to any person mandated by statute.

11.2. - The risk of loss, theft or damage to the products, as well as liability for any harm they could cause shall pass to the purchaser on dispatch.

11.3. - Until the complete payment of the price of the products has been made:

a) the purchaser shall ensure that it is possible to identify the products at all times; and

b) the purchaser may only transform or incorporate the products provided that the substance of the products is not altered or modified. Printing on the products shall not be considered a substantial modification.

11.4. - The purchaser may resell the products acquired subject to reservation of title in the usual course of its business. The purchaser shall, however, in such case, upon resale, pay the full price remaining due to the vendor or, failing this, the purchaser shall (i) inform any sub-purchaser of the existence of this reservation of title clause and (ii) immediately inform the original vendor of such resale so that the original vendor may protect its rights and, in particular, exercise any claim to the proceeds of the resale. If the resale price is paid to the purchaser, the purchaser shall transfer to the vendor the amounts remaining due.

11.5. - The purchaser expressly waives the right to rely, in any circumstances whatsoever, on any document contradicting this clause (in particular if there is a clause excluding reservation of title in the general terms of purchase of the purchaser). Consequently, title shall pass to the purchaser only under the conditions set out in Clause 11.1 hereof, notwithstanding any clause to the contrary in the purchaser's documents.

11.6. - In the event of collective proceedings being instigated against the purchaser (safeguard, judicial turnaround or judicial liquidation) and of a claim made by the vendor, in accordance with the provisions of Articles L 624-16 et seq. of the Commercial Code, the instalments received by the vendor shall be acquired absolutely by the vendor as a penalty without prejudice to an additional award of damages.

This stipulation does not apply to clients who do not have trader status or to public institutions.

12. CARRIAGE - CUSTOMS CLEARANCE

12.1. - All transportation, insurance and customs clearance operations are payable by the buyer (unless otherwise agreed with the buyer and confirmed in the order confirmation) and the supplies shall travel at the risk and peril of the buyer, notwithstanding the provisions relating to reservation of ownership.

The buyer shall be responsible for making any reservation with the carrier concerning the condition of these supplies, even if the carrier has been chosen by the seller, and must do so within the legal time limits.

12.2. - In case of despatch by the seller, and unless otherwise stipulated, this despatch will be made carriage forward.

13. SUSPENSION - TERMINATION OF ORDERS

13.1. - The seller reserves the right to negotiate the suspension of orders at any time.

13.2. - The seller reserves the right to declare, at any time, the termination of all or part of the order in case of breach by the buyer of its contractual obligations.

13.3. - In such cases, the seller will not be bound to pay any indemnification of the direct or indirect prejudices suffered.

13.4. - No indemnification will be due to the buyer from the seller, in case of termination due to force majeure.

14. PRICE

14.1. - The prices were previously the subject of an offer validated by the buyer, they are considered firm and not reviewable, unless otherwise agreed by the seller.

14.2. - The prices are stipulated exclusive of taxes and calculated inclusive of packaging.

14.3- Payment terms: there are the subject of a discussion with the buyer, without any particular precision, the invoices are payable thirty (30) days from the date of issue of the invoice.

14.4 - Late penalties and lump sum compensation. In the case the payment has not reached the seller on due date, although no reminder was sent, the buyer will be liable for a penalty for late payment of an amount equal to that resulting from the application of a rate equal to three (3) times the statutory interest rate, as well as a flat-rate recovery fee of 40 euros (EUR 40) (Art. L. 441-6 of the French Commercial Code). If the recovery costs incurred are higher than the amount of this lump sum compensation, the seller may request additional compensation, on justification.

15. REVISION OF PRICE

Price revisions shall be the subject of specific clauses added to the order and agreed by both parties. In case of absence of such clause, article 14 of our general conditions of sale shall apply. A new invoice will be issued.

16. PROTECTION OF PERSONAL DATA

Each of the Parties undertakes to comply with the provisions of the Data Protection Act No. 78-17 dated 6th January 1978 as amended by the Law of 20th June 2018 on the protection of personal data ("Data Protection Act"), and Regulation No 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "the European Regulation "or" RGPD "), in the processing of personal data to which the Parties could have access in the framework of the execution of the GSC.

In accordance with Article 37 of the European Data Protection Regulation, Papeteries du Léman has appointed a data protection officer. They can be contacted by email at: rgpd@pdl.fr

17. JURISDICTION AND DISPUTES

All our sales shall be subject to French law. Failing amicable settlement, it is expressly agreed that any dispute relating to the contract will fall under the exclusive competence of the Court of Thonon Les Bains.