



kellersign

**GENERAL
CONDITIONS
OF SALE**

April 2018 version

PRICE :

Prices shown are invoice prices. The prices are net, but are provided for information only and do not constitute an offer. Unless otherwise stated, they include earlier increases and decreases at the date of the rate issue. Minimum of invoicing 65 Euro, expenses of compensation will be if necessary applied.

PROPERTY RIGHTS :

Unless express special agreements have been made, the drawings, models, photographs, disks and tools produced in our workshops remain our property, even if they have been subject to any kind of participation from the client.

COMMITMENT :

Orders from our representatives are only binding if the normal general conditions of sale have been met or subject to written approval from us regarding any departure. Our general conditions of sale remain valid even in the event of a contrary indication in the terms of purchase of our customers. The simple fact of placing the order entails the unconditional acceptance of each provision.

LEADTIME :

The lead times indicated for deliveries are not mandatory and may not result in delivery refusal, or damages for delay.

ORDER CANCELLATION :

Any suspension or cancellation of orders during manufacture, whatever the reason, can only be accepted by us against compensation for the value of goods and work already performed.

SHIPPING :

All shipping is carriage forward and sent using the fastest method available. The goods are shipped at the risk of the recipient. In the event of damage during transit, the recipient must make any reservations with the carrier at the time of receiving the goods. The damage is not of our making, engaging the liability of the courier only.

CLAIMS :

The purchaser should check conformity of the goods upon receipt and any claim must be made within fifteen days of delivery.

In the event of a return of goods, the products labelled with the words «Warranty void if removed or damaged» must be presented with this label, otherwise the items will be systematically refused regardless of the reason for returning.

Our terms and conditions are not subject to change by the provisions contained in all documents from our partners; these provisions are deemed to be revoked by the conclusion of the contract.

PAYMENT TERMS :

Our invoices are payable:

- For the first order and to open an account.
- Before the start of operations or
- 30% down-payment, the balance upon removal or shipping.
- By cheque, draft, letter of exchange, transfer at 30 days from date of invoice.
- Specific conditions may be agreed in relation to the actual sales turnover.

Any settlement discount will be deducted from our total taxable turnover. The amount of deductible VAT for you should be reduced by the amount of these fees for the discount.

In the event of non-payment by the due date, we reserve the right to take the goods back; they remain our property until full payment. This under the title retention clause (French Act No. 80335 of 12 May 1980).

By express agreement, unless a timely request for postponement is made and granted by us, the non-payment of our invoices and service provision by the deadline will result in:

1. the immediate payment of all amounts due, regardless of the scheduled payment.
2. due default interest equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points and set as instructed in Article L.441-6 paragraph 12 of the French Commercial Code, as well as lump-sum compensation for recovery costs amounting to 40 euros according to Article D.441-5 of the French Commercial Code, also the ancillary costs, without prejudice to possible compensation, under the conditions of ordinary law, for any other damages directly resulting from the delay.

DISPUTES :

The court in STRASBOURG has sole jurisdiction in any dispute.