

GENERAL CONDITIONS OF SALES

Terms of Sale

All orders must be the subject of a prior offer from Sud Industrie Service. Orders are only accepted and considered if the terms and conditions are in accordance with the proposal issued.

Orders are accepted provided that the customer's specifications match those validated in the initial offer. Any changes must be communicated prior to order confirmation and may require a new technical and commercial review, potentially affecting lead times, costs, and contractual terms.

Lack of Conformity of Goods

It is the buyer's responsibility to check the condition of the goods upon delivery. This verification must cover the quality, quantity, and references of the goods, as well as their compliance with the order. No claims will be considered after a period of 16 calendar days from the delivery date. Goods with a recognized non-conformity, reported within the aforementioned period, will be either replaced or repaired, excluding any compensation of any kind.

Delivery times

When price offers or commercial proposals are issued, delivery times are provided for information purposes only and are not guaranteed. The delivery time is confirmed upon order acknowledgment. Any delay shall not entitle the buyer to cancel the sale, refuse the goods, or claim damages.

Late Penalties

Penalties are due automatically without the need for a reminder and apply from the day following the due date indicated on the invoice. The applicable penalty rate is the European Central Bank's refinancing rate (Refi rate) plus 10 percentage points. In addition, a fixed recovery fee of €40 will be charged in case of late payment.

Discount Conditions

No discount is applicable for early payment.

Jurisdiction clause

For any dispute relating to sales made by Sud Industrie Service and to the application or interpretation of these general terms and conditions of sale, only the courts of Annecy shall have jurisdiction. However, Sud Industrie Service reserves the right to take legal action against its contracting party before the courts of its registered office.

Retention of Title Clause

Sud Industrie Service expressly retains ownership of the delivered goods until full payment of the price, including principal and interest.

Although ownership remains with Sud Industrie Service, the buyer assumes responsibility for the goods upon physical delivery and agrees to take out insurance covering risks of loss, theft, or destruction of the delivered goods.