



General Terms of Sale

FIRE SAFETY

The buyer acknowledges that these general terms have been made available to him for informational purposes prior to any order, in accordance with the provisions of Article L113-1 of the Consumer Code. Any order implies that the buyer agrees without reservation to our general terms of sale. Any specific clause or term of purchase appearing on the order form of the buyer, that conflicts with these terms, will be considered by us as null and void.

Validity of offers:

Unless otherwise specified, the validity period of offers is 3 months. After this period, the offer no longer binds the seller, unless otherwise agreed in writing. It is the buyer's responsibility to provide all information, specifications and informative assistance as necessary to allow the full performance of the service. The buyer shall check the truth and adequacy in order to avoid any harmful consequences.

Intellectual property:

Study projects and documents of any kind issued or sent by the seller are always in full ownership. They should be returned to it at its request. The seller retains the full intellectual property of its projects, studies and documents, which may not be communicated or executed without its written authorization.

Price – Deadlines:

Our prices are exclusive of tax for unpackaged goods taken in our stores. Even when shipped free, the goods travel at the risk of the addressee. It is the latter's responsibility to exercise its claim against the carriers.

Delivery times are always given for informational purposes, and possible delays do not entitle the buyer to the right to cancel the sale, to refuse the goods or the material, nor to claim damages.

If the special agreements provide for late delivery penalties, they shall not under any circumstances exceed 5% of the value of the fraction of the equipment or service in question.

The seller is automatically exempted from any commitment relating to delivery times if the payment terms have not been observed by the buyer.

Payment:

Payments take place, unless otherwise formally agreed, on 30 days terms net date of invoice.

- Down payments will however be paid in cash.

- Any late payment shall result in the application of a late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points, as well as a fixed late payment compensation amount of 40 euros for collection costs in addition to the late payment compensation, according to articles L441-3 and L441-6 of the Business Code. All amounts owed become due immediately, regardless of the conditions previously agreed. It is formally agreed that all costs and expenses related to the collection of amounts not paid by the buyer shall be borne by the latter.

- Any clause or request seeking to set or secure a payment time exceeding this 30-day period which represents the professional customs of our Federation, and unless there is an objective reason justified by the customer, may be regarded as abusive in the meaning of article L442-6-7 ° of the Business Code, as resulting from the aforementioned Act dated May 15, 2001.

Payments are made at the seller's headquarters, and unless otherwise agreed are made net and without discount.

Costs associated with the administrative processing of the invoices appear on it in the Handling Cost section. The handling costs for each reminder and / or formal notice shall be debited to the buyer under the injunction cost section.

Returning goods:

Any return of goods is subject to negotiation with our sales department. No special parts manufactured on request are taken back.

Returned goods travel at the expense and risk of the customer.

Reservation clause:

The seller retains ownership of the goods until the actual payment of the full price in principal and related amounts. Failure to pay any of the terms may result in the claim of these goods.

Warranty:

The warranty period starts either on delivery or on the date of the date of the acceptance report or the acceptance presentation. It is limited depending on the use, to the modification or the replacement of the part found defective without resulting in any way in any compensation for direct or indirect consequences that can occur as a result thereof. Any warranty is excluded for incidents resulting from fortuitous events or force majeure and for any replacements or repairs resulting from normal wear and tear of deterioration or accidents due to negligence, lack of supervision or maintenance and improper use of this equipment.

Insurance and liability:

The company is covered by civil liability insurance for cases where its civil liability is incurred following an event.

The customer states that he had reviewed the amount of the insurance coverage covering the civil liability of the company, and states that he accepts the limitations of this cover, which without necessarily covering all of the damages that he may sustain, is a coverage that is suitably adapted to the risks involved, and proportionate to the economy of the market covered by this contract. In the event of a claim exceeding the limit of this insurance. The customer therefore states that he formally waives for the surplus, the right to exercise any claim against the company and its insurer. He guarantees that he will secure the same waiver from his own insurers.

The seller's liability is strictly limited to the duties formally defined by the contract. Any penalty or damages provided for in the contract shall be in the nature of fixed damages, final and exclusive of any other penalty. Under no circumstances shall the seller be liable for any damage sustained by the buyer, such as, for example, operating losses, production losses, business losses, profit losses.

No invalidity of any of the clauses resulting from these general terms of sale for any reason will not affect the validity of the other clauses resulting from the said terms whatever they are.

Governing Law - Dispute settlement:

The contract and its consequences are governed by French law.

Nos conditions générales de vente sont disponibles sur notre site internet : www.la-securite-incendie.fr/conditions-generales-de-ventes/

Nos marchandises sont vendues en réserve de propriété conformément aux dispositions de la loi du 12 mai 1980 et des textes subséquents.

Conditions de paiement : Aucun escompte n'est accordé en cas de règlement anticipé.

Conformément à la réglementation applicable depuis le 1^{er} janvier 2013, nous nous réservons le droit de réclamer en cas de retard de règlement, une indemnité forfaitaire de 40 euros pour frais de recouvrement, en sus des indemnités de retard.



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76160 SAINT LEGER DU BOURG DENIS
02.32.10.82.83 / 02.32.10.82.85
contact@la-securite-incendie.fr
www.la-securite-incendie.fr

Any dispute arising during the validity, interpretation or performance of the contract shall be, prior to any court or arbitration proceedings, brought to the Mediation Centre of the Rouen Bar Association (CMBR) for mediation: either by internet from its site accessible at the address <http://www.mediation-rouen.fr>, or by registered mail with receipt conformation sent to the CMBR, Maison de l'Avocat, 6 Allée Eugène Delacroix - 76000 Rouen, France. In case of failure of the mediation, the dispute shall be settled by the Business Court of Rouen (France), petitioned at the request of the most diligent party, even in case of an impleader or of multiple defendants and whatever the clauses or provisions printed on the contractual documents of the contracting parties. Our drafts or payment acceptances do not depart from the jurisdictional clauses.

In the context of the after sales service, these terms are possibly supplemented by the specific ones appearing in the subscription contract for that service.

Personal data:

The information collected during the contractual relationship is collected and recorded by the company for the purpose of performing the service and managing any complaints.

These are not sold under any circumstances and are used only in the framework of the company's business (contact, information, service, etc.) and, where appropriate, by its subcontractor service providers, all of whom are subject to a confidentiality duty.

The personal data are kept in the systems of the company and its subcontractors for a period of 10 years for all services (orders, invoices) and for 3 years for any other information (miscellaneous information, price request, quote ...).

In accordance with Act 78-17 dated January 6, 1978, amended by Act 2014-344 dated March 17, 2014, known as Informatique et Libertés, and European regulation 2016/679 dated April 27, 2016, you have a right of access, rectification and deletion of your data.

Any person may object, for a legitimate reason, to the use of their personal data. If they wish to exercise these rights, they may send an email or mail to the following addresses: contact@la-securite-incendie.fr or La Sécurité Incendie, 1319 rue du Vert Buisson, 76160 Saint-Leger du Bourg-Denis, France, stating in the subject: "Rights of people" and enclosing a copy of their identity documents.

I state that I have read and accepted the general terms and conditions of sale.

Date :

Stamp + Signature :

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SAS AU CAPITAL DE 52 000 € - SIEGE SOCIAL : 1319 Rue du Vert Buisson - 76160 St-Léger-du-Bourg-Denis – 316 768 548 R.C.S. Rouen - CODE APE 4669B – SIRET 316 768 548 00042 - CODE TVA FR 51316768548