



3. rue du Vieux Moulin – 74960 Meythet (Annecy) – France

[www.bv-corporation.com](http://www.bv-corporation.com)

A limited liability company €24,563 - SIRET No. 323 934 224 00045 – APE/NAF Code 46.69B – VAT No. FR36323934224

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. ORDERS – DELIVERY TIMES

Only orders with: Order number, Customer's company name with contact details, method of payment, VAT number and delivery address can be taken into consideration.

Orders will only be considered as accepted after confirmation from us. The delivery time stated in the order confirmation is only given as an indication.

Possible delays in delivery do not entitle the buyer to cancel the sale, to refuse the goods or to claim damages. In particular, BV CORPORATION is released from the obligation to deliver in the event of any unforeseen event or force majeure, such as strikes, floods, fires, etc.

Delivery shall be deemed to have taken place when the goods leave the BV CORPORATION warehouse. The goods, even when sold carriage paid, travel at the risk and peril of the recipient.

In the event of damage occurring during transport, it is incumbent on the recipient to exercise all remedies against the carriers, in accordance with Articles 105 and 106 of the French Commercial Code, and in particular to express exhaustive reservations on delivery on the carrier's document.

Any complaint to BV CORPORATION regarding the goods is only admissible within three (3) days of their receipt by the recipient.

### 2. SALES PRICE – ADMINISTRATIVE COSTS – TERMS OF PAYMENT

The products are sold at the price of the price list in force at the date of the order and which is applicable to the category of customers concerned.

Unless otherwise agreed, all prices are stated "ex MEYTHET (74)".

Any order for an amount of less than 100 euros excluding VAT will be increased by 20 euros excluding VAT for administrative management costs.

Invoices are payable to BV CORPORATION in Meythet under the due date conditions provided for in Article L446-1 paragraphs 4 to 6 of the French Commercial Code. BV CORPORATION reserves the right to set a ceiling on its outstanding balance and/or to require payment guarantees and in particular cash payment or cash on delivery.

Any default in payment will also result in the payment of an indemnity for loss of use of 15% of the sums due as an irreducible and lump-sum payment, without prejudice to any additional damages for the loss that may be suffered.

Interest for late payment shall automatically accrue from the due date, without the need for prior formal notice, at the rate of 1.5% per month until full payment is made. In addition, a fixed compensation for collection costs of 40€ will be due.

If payment terms are granted, the non-payment of a single due date will result in the payment term being forfeited and all outstanding amounts will become due and payable in full.

Furthermore, in the event of late payment, BV CORPORATION reserves the right to suspend or cancel orders in progress, without prejudice to any other remedies, and without the need to give prior notice of default.

### 3. WARRANTY

The products come with a warranty against all manufacturing defects for one (1) year from the date of purchase. The buyer must, in order to enjoy the benefit of the warranty, return the goods at its own expense in the original packaging with the delivery receipt.

The warranty is limited to the replacement of parts that are recognised as defective. In the event that BV CORPORATION's liability is sought, it is expressly agreed that the examination of responsibilities will be entrusted to the appropriate services of BV CORPORATION's insurers and that any proven claim of liability will be compensated according to the conditions applied by its insurers. The conditions of BV CORPORATION's insurers can be viewed on request from the latter.

Under no circumstances shall BV CORPORATION be obliged to compensate for any immaterial and/or indirect damage such as, in particular: operating loss, loss of business, moral prejudice, etc.



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#### **4. RETENTION OF TITLE**

The sales are concluded with retention of title and the transfer of this property only takes place after full payment of the price.

The buyer, unless expressly authorised, may not modify the packaging, brands, references, etc. of the goods sold. He/she must store the goods in his/her own premises and take all necessary measures to preserve the seller's property rights.

In the event of non-payment on the due date, the contract shall be terminated automatically if the seller so desires, by simple formal notice given by extrajudicial notice or registered letter, which have had no effect, and the goods shall be returned without delay.

Advance payments will be retained by the seller and:

- the difference in the market value of the goods taken back
  - and then the seller's other outstanding claims
- will be deducted. The balance will be allocated to the seller as compensation.

#### **5. RETURN OF GOODS**

No return of goods will be accepted without prior written agreement.

Unless otherwise agreed, a 15% discount will be applied in case of a return, in order to put the goods back into stock. A credit note corresponding to the returned goods will be issued. It will under no circumstances be refunded to the customer, but will be credited to his/her account. This credit can only be offset by purchases, items under invoice in course of payment or future orders.

#### **6. DATA PROTECTION**

The information collected in the context of the commercial relationship is subject to computerised processing by BV CORPORATION in order to meet commercial demand under the best possible conditions. In accordance with the amended Data Protection Act and the European GDPR regulation, each person has rights to the collection, management and access to the information submitted concerning him/her. We invite you to consult the Personal Data Protection Charter in the GDPR tab of the BV CORPORATION website for more details.

#### **7. ATTRIBUTION OF JURISDICTION - APPLICABLE LAW**

The selling company shall elect domicile at its registered office in MEYTHET (74).

All disputes relating to the performance of the contract of sale or the interpretation of the present clauses and conditions shall be subject to

the jurisdiction of the Courts of the company's registered office: BV CORPORATION, irrespective of the place of delivery and notwithstanding any third-party claim or plurality of defendants.

Any order automatically implies the buyer's acceptance of our general terms and conditions of sale, notwithstanding any stipulation to the contrary in his own general terms and conditions of purchase or sale.

French law is the only law applicable in the event of disagreement between the parties.