

GENERAL SALES CONDITIONS ALGUES ET MER

Our sales are subject to the present general sales conditions, which apply to all purchasing situations, unless formally and expressly indicated by ALGUES ET MER.

Prices – Payment terms

The prices applied are those that figure on our order acceptance.

Prices are provided without corresponding tax and ex works our factory.

Unless otherwise stipulated in writing, invoices are payable at thirty (30) days, date of invoice.

When payment delays have been consented, through the emission of wire transfers, bank drafts or any other means, the non-payment of one scheduled deadline will invalidate the agreement with the balance becoming immediately due. To all unpaid sums at scheduled deadlines will be applied penalties of a sum equal to three times the legal interest rate. Additionally, the non-payment of one invoice at its due date can lead to the immediate due of all subsequent invoices not yet due.

Delivery – Transport

Unless otherwise stipulated, the delivery is carried out from our factories. It is incumbent on the buyer to insure the costs and risks associated with the transport of purchased goods subsequent to delivery. Products will be packaged according to standard conditions and as a function of the destination of the merchandise.

Delays

The delivery times are provided for information only. Delays associated with delivery are not subject to compensation.

Property rights

ALGUES ET MER maintains ownership of merchandise until integral payment of the principle, associated fees and interest. This clause does not prevent transfer to the buyer, upon delivery, of the risks of loss or deterioration of the purchased goods.

Conformity upon reception

The buyer has an eight (8) day period, starting from the reception of each delivery to inform ALGUES ET MER of any default or non-conformity (in so much as the non-conformities cannot be attributed to transport, in which it is incumbent on the receiver of the merchandise to formulate the necessary observations directly to the transporter) in order to allow, after return, examination and/or control by whatever means deemed appropriate by the latter party, to proceed with their replacement or to credit the buyer the corresponding value.

Guarantee

The delivered product is accompanied with its control sheet, designed to demonstrate conformity with required specifications as cited in the technical data sheet in force on the date of order. The guarantee by ALGUES ET MER is strictly limited to the supplied product and can only be applied to replacement of said product at its costs. Under no circumstances can ALGUES ET MER be held responsible for any indirect or subsequent liability. Any batch demonstrating a quality defect will be replaced by ALGUES ET MER as long as :

- the quality defect is recognized by ALGUES ET MER or determined by examination as indicated below ;
- the written complaint by the buyer specifying the quality defect is received by ALGUES ET MER within thirty (30) days starting from the date of reception by the Buyer of the product ;
- the defective batch, minus the volume needed for the examination, are returned by the buyer and received by ALGUES ET MER.

In the event of a disagreement by the parties as to the quality of a batch of product, the parties will each submit samples to a third-party laboratory chosen in common accord. The results of this laboratory will determine if the batch in question satisfies or not the required specifications. The decision will be irrevocable and the costs associated with the testing will be assumed by the losing party.

Jurisdiction and applicable laws

All sales fall under the dispositions outlined under French law. Any dispute resulting from the present contract not settled by amicable accord will fall under the exclusive jurisdiction of the Commerce Court of Bobigny - France.