

## **General conditions of sale of goods on the internet**

### **Field of application**

These general conditions of sale apply, without restriction or reservation, to all the products offered for sale by "ARNAUD FRERES" on their website "www.alma-france.com". These conditions apply to the exclusion of all other conditions, and in particular those that apply to sales in the shop. As a consequence, the fact that an individual or company orders from the "ARNAUD FRERES" website implies full and entire acceptance of these general conditions of sale. They can be accessed permanently on the website and will take precedence, if need be, over any other version. Except where proof exists to the contrary, data recorded by "ARNAUD FRERES" constitutes proof of all transactions. Products offered are advertised within the limits of the stock available both at ARNAUD FRERES and from ARNAUD FRERES' own suppliers. Information concerning product availability is supplied at the time the order is placed. In case of a shortage of stock or if the product is no longer being supplied, ARNAUD FRERES will suggest a replacement article or offer to reimburse the price paid for the missing article or articles. These general conditions of sale will remain in force up until the delivery of each order. Changes that are made between the date when a product is ordered and its delivery will not be enforceable on the purchaser.

### **Prices, quotations, orders on the website**

Prices on the website are expressed in Euros ex VAT (VAT is payable for sales in France). They do not include the costs of processing, dispatch and carriage. ARNAUD FRERES reserves the right to change these prices at any time, in particular due to price variations from its own suppliers. The price shown on the order confirmation by ARNAUD FRERES is the final price. Payment itself will not be considered as final until after the effective encashment of funds by ARNAUD FRERES. All orders placed on the website "www.alma-france.com" imply full acceptance without restriction or reservation of these general conditions of sale. The sale will not be considered as final until the Customer has been sent the order confirmation by ARNAUD FRERES and the full price has been encashed by the latter.

### **Payment**

The products referred to above are acquired against payment by the PURCHASER of the price shown on the website. ARNAUD FRERES reserves the right to change these prices, products ordered being invoiced on the basis of the prices current at the time the order is recorded. Purchases can be paid for either via bank cards or by a transfer.

### **Reservation of title clause**

Should the Purchaser fail to pay all or part of the order price, ARNAUD FRERES reserves, until full receipt of payment, ownership of the products sold, permitting it to retake possession of the aforesaid products. Any payment on account by the Purchaser will remain the property of ARNAUD FRERES by way of compensation, without prejudice to any other action it may have the right to take against the Purchaser.

### **Delivery**

Products purchased by the Customer will, within the limits of stock availability, be dispatched within a maximum period of "THREE WORKING DAYS" to the address given by the Customer when the order was placed on the website. Except in special circumstances or where one or more products are not available, the products ordered will be delivered in a single delivery. Deliveries are made by an independent transport company. ARNAUD FRERES undertakes to employ its best efforts to deliver the products ordered by the Customer within the deadline specified above. These deadlines are given for information purposes only and the fact that they are not adhered to may not give rise to the payment of any damages or deductions, or cancellation of the order by the purchaser. Delivery is deemed to be complete on handover of the products ordered by ARNAUD FRERES to the transport company. Products are carried therefore at the Customer's risk and peril, even when the order is sent to another recipient. The Customer is responsible for checking the condition of the products supplied and for expressing any reservations on the subject to the transport company. Customers have a period of "EIGHT DAYS" as from delivery to make any complaints in writing (letter, e-mail, fax) against ARNAUD FRERES for non-conformity or evident defects in the products supplied. Beyond this deadline, products will be deemed to be compliant and exempt from any apparent defect.

### **Transfer of ownership - Transfer of risks**

Transfer of ownership of the products to the purchaser will only take place after full receipt of payment by this latter, and this whatever the delivery date of the aforesaid products. On the other hand, the transfer of the risks of loss and deterioration of the products from ARNAUD FRERES takes place on handover of the products to the transport company.

## **Right of retraction**

In accordance with the law, Customers have a period of retraction of SEVEN DAYS as from delivery of the products to return them to ARNAUD FRERES against exchange or reimbursement, as long as the products are returned in their original packaging and in perfect condition within EIGHT DAYS of the delivery. The cost of returning the products is the Customer's responsibility.

## **ARNAUD FRERES liability – Guarantee**

Products supplied by ARNAUD FRERES are covered by a ONE YEAR guarantee, as from the date of delivery. In accordance with legal regulations, ARNAUD FRERES guarantees the Customer against any hidden defects arising from materials, design or manufacturing faults affecting the products and making them unsuitable for use. Any guarantee is rendered invalid in case of improper use, negligence or lack of maintenance on the part of the Customer, as in cases of normal wear and tear of the product or force majeure. In order to assert their rights, Customers must, at risk of any action relating thereto lapsing, inform ARNAUD FRERES in writing, of the existence of such faults within a maximum period of TWO YEARS as from their discovery, and in the case of apparent defects or conformity defects, within a period of eight days of the delivery. ARNAUD FRERES will replace or have repaired, products or parts under guarantee judged to be defective. This guarantee also covers labour costs. The replacement of defective products or parts will not have the effect of extending the guarantee period specified above. Any period of immobilisation will be added to the remaining guarantee period. This period runs as from the request for intervention by the purchaser or from the availability of the item in question, if this availability is subsequent to the request for intervention. Products sold on the website comply with the regulations in force in France. ARNAUD FRERES can incur no liability should the products fail to comply with the legislation of the country to which they are delivered, which the Customer is responsible for checking. Photographs and illustrations accompanying the products on the website are not contractual in nature and ARNAUD FRERES cannot therefore incur any liability in respect of them. The Customer alone is responsible for the choice of goods, their storage and their use. ARNAUD FRERES will not be considered liable nor at fault for any delay or inability to perform the contract subsequent to a case of force majeure as normally recognized by French jurisprudence.

## **Invalidity of the guarantee**

All guarantees are rendered invalid in case of incorrect assembly by the purchaser or an external contractor, improper use, negligence or lack of maintenance on the part of the CUSTOMER, as in cases of normal wear and tear of the product or force majeure. Any guarantee is also rendered invalid when the goods supplied are not used in accordance with their instructions. In case of defects or faults encountered during assembly or during use of the parts supplied, only our AFTER SALES DEPARTMENT is authorised to intervene. No other establishment is authorised to intervene in any manner whatsoever and for any reason whatsoever with regard to parts that are covered by the guarantee, without ARNAUD FRERES' prior written agreement. If an establishment intervenes without this authorisation with regard to parts that are covered by the guarantee, it does so at the purchaser's exclusive expense and the purchaser will lose the benefit of the guarantee.

## **Information technology and Data protection**

In application of law 78-17 of 06 January 1978, users are reminded that personal data requested from the Customer is required for processing the order and is intended for internal use by ARNAUD FRERES. This personal data may nevertheless be provided to third-parties that are the Supplier's partners. Customers therefore have a right to access, modify, correct and object to information concerning them.

## **Disputes**

If the customer is acting as a merchant, all disputes arising from purchase and sale transactions covered by these general conditions of sale will be subject to the French courts, this being specifically accepted by the customer.

## **Applicable law**

All the clauses in these general conditions of sale, as well as all the purchase and sale transactions covered by them, will be subject to French law.