

 GROUPE META	GENERALS CONDITIONS OF SALES 2015 MAY 11	Référence QF-O1-0003	Page : 1/1
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APPLICATION FIELD

The General conditions of sale are part of all offers and all contracts of sale.

Any clause added by the buyer on his orders or other document may apply unless we accept it specifically in writing.

The absence of any written claim by the customer within 24 hours upon receipt of the order's acknowledgement of receipt WINS final acceptance by the customer of the General conditions of sale.

SALE'S CONTRACT'S FORMATION

The commitments made by ourselves or by our agents are valid only after our written confirmation and formal acceptance.

All modifications to the commands in quality, quantity, size, and deadlines must be expressly accepted by us; in this case we reserve the right to consider conditions previously established as being inapplicable to set in because of the changes, prices and conditions conformed to those in force on the day of the change.

Shipping instructions must be to the customer on the order form. In the otherwise case, the processed quantities may be considered by us to be shipped in a single batch and same destination.

These provisions apply in whole or partially in the event of specific agreement.

DELIVERY

Our sold goods, even Franco, travel at the risk of the recipient. In the event of damages occurring during transport, it is the responsibility of the recipient to exercise all recourse against the carrier.

WARRANTY

The guarantee is strictly limited to the replacement by our factories of defective parts, excluding all damages for any cause.

Our responsibility extends not including to the resulting lack of negligence on the part of the user or improper installation.

DEADLINES

Our deadlines are always shown in good faith and according to our forecasts and opportunities at the time of the offer. We cannot be responsible for time circumstances beyond our control, are cause of a delay and in way a running order cannot be cancelled without support work and carried out supplies.

When the customer pushes a delivery time and supply corresponding material was made, a deposit of 30% on the price of the order is immediately payable and an invoice delays in advance will be made at end of each month.

CONTESTATION

In case of dispute, both with our suppliers and our customers, grant of jurisdiction is made to the courts of our registered office.

TERMS OF PAYMENT

All our goods and services are payable at our home or third party duly authorized to cash before shipment for first order.

For the following cases, we can open an account in the term.

For the customers with a guarantee by our credit insurer, the payments terms will be 45 days date of invoice by bank transfer.

For customers without a credit opening with our insurer or the total amount of their orders, and invoices accruing or expired, would exceed the amount granted by our credit insurer, the conditions of payment will be a wire transfer before shipment on pro forma.

Default of payment to any deadlines, other deadlines will become immediately payable, even if they resulted in treaties. In addition, any advance payment caused a discount of 0.35% per month in the case of cash payment and only the fee corresponding to the price actually paid is entitled to deduction

Following the enforcement of the law of March 22, 2012, any incident of payment shall be liable in addition to the already planned penalties for delay to contracts, the lump sum award for cost of recovery provided for in the legislation cited above and by the Decree of October 2, 2012.

The amount of this allowance is €40 per invoice unpaid at maturity unless supplementary compensation requested and justified by the post office in accordance with the texts cited above.

In addition, the rate of penalties of delay varies.

Now, the applicable rate will be the rate applied by the European Central Bank to its most recent refinancing operation, increased by the annual rate of 10 percent year.

RESPONSIBILITY

Our responsibility is excluded for all accidents, damage or disappearances in our workshops or warehouse's keepers or subcontractors or during transport.

MINIMUM OF INVOICING

An invoice can't be less than €150 and each of the order lines must not be less than €50. If not those minimum amounts will be applied.

RESERVATION OF OWNERSHIP

In accordance with the law 80.335 of May 12, 1980, the transfer of title to the invoiced goods, will take place only after the full payment of the price and its accessories, being specified that only the actual cheque cashing and other effects of trade will be worth payment. The purchaser remains responsible at the delivery of damage, destruction or accidents and shall ensure to that effect.

In the event of non-payment total or partial of the price at maturity, we reserve the right to require the return of the goods to the costs, risks and dangers of the purchaser. This refund is not equivalent to the resolution of the sale. The META Group has the right to return all products that are in the possession or under the control of the purchaser and for which it holds the title and META Group has the right to enter any land or building in which the products are stored in order to resume them.

When the credit of the buyer is deteriorating we reserve the right, even after partial shipment of an order requiring the buyer guarantees that we deem suitable for the good execution of the commitments. The refusal to meet gives us the right to cancel all or part of the command.

Regulations of the purchaser will charge in priority to those of our invoices that correspond to goods which have been used or resold. Goods existing on the premises of the purchaser and corresponding to those referred to our shipping notice or any other document substituting, will be identified as those delivered by the seller.