EXPORT SALES TERMS AND CONDITIONS

The purpose of these General Terms and Conditions of Sale (GTC) of Leblanc Illuminations SAS is to specify the legal framework applicable to products sold by Leblanc Illuminations SAS.

These GTC replace any other general terms and conditions of purchase or any other type of customer.

By ordering a product, the customer expressly and unreservedly accepts the application of these general terms and conditions of sale to the sale of the product or products in question.

1. ORDERS

The order may be submitted by any means chosen by the customer, but must be confirmed in writing by post, e-mail or fax. In the absence of express confirmation by Leblanc Illuminations SAS within 5 working days, the order shall be considered null and void.

2. TIME LIMITS FOR AVAILABILITY

The time limits for making the goods available for collection are given for information purposes only. Any delay, of any nature whatsoever, shall not give rise to any compensation.

3. TRANSFER OF CUSTODY AND RISK

Leblanc Illuminations SAS's products are sold Ex-Works from its warehouses according to the meaning of the 2010 IWCC Incoterms. Consequently, Leblanc Illuminations SAS cannot be held liable for any damage related to the loading, transport or unloading of goods.

4. PRICE

All our prices are exclusive of tax, ex works. The prices quoted in our price offers, catalogues/prices are not binding. They may be modified unilaterally during the year in the event of significant variations in the prices of our own sources of supply: raw materials and transport. Any unilateral change in price during the year shall be documented and shall be subject to a one-month notice period. The applicable prices are those in effect on the day of the order confirmation.

5. PORT COSTS

As Leblanc Illuminations SAS's products are sold EXW, transport costs are entirely at the customer's expense.

In the event that express delivery, by any means whatsoever (land, sea, air, etc.), is considered d by the customer, it may be organised by Leblanc Illuminations SAS but shall be re-invoiced in full to the customer

6. TERMS OF PAYMENT

6.1 Payment means

a) Legal persons governed by public law, regulations shall be made by administrative regulation within the framework of the regulations in force.

b) Private individuals and legal entities: private individuals or entities must pay for their orders before manufacture upon presentation by Leblanc Illuminations SAS of a pro-forma invoice. No discount will be due.

c) A customer's first order (or if the customer has not ordered for more than 3 years) must be paid before manufacture upon presentation by Leblanc Illuminations SAS of a pro-forma invoice. Then, and if the customer is covered by our credit insurance, a payment term of 30 days net from the invoice date may be considered after negotiation with our export sales department. Our invoices are payable by international wire transfer at the issuer's expense to the bank account indicated at the bottom of the invoice.

In the event of exceeding the authorized amount outstanding or if it is not covered by our credit insurance, invoices issued in excess of the limit (at €0 in the event of non-guarantee) will be payable before shipment.

In the event that a due date is not settled at the end of the term, deliveries are immediately stopped and the balance of the account is settled with default interest at the rate of 1.5% per month. The payment conditions would be suspended, making subsequent orders payable before shipment or even before manufacture if the situation were to recur

6.2 Flat-rate allowance for recovery costs

Any professional in the event of late payment is automatically liable to us for a fixed amount for recovery costs of 40 euros.

6.3 Quality claims and invoice payment

The buyer agrees not to take for cause a claim of any nature or object whatsoever against Leblanc Illuminations SAS to defer payment of a due date in whole or in part or to provide compensation.

7. DESIGN, PROJECT AND IMPROVEMENTS

Unless expressly agreed in writing between Leblanc Illuminations SAS and its customer, the design, image and project (including, but not limited to: creation, design, artistic, manufacturing) remain the exclusive property of Leblanc Illuminations SAS and do not give rise to any license to use or reproduce. As such, the reproduction of all or part of a decoration is subject to the written authorization of Leblanc Illuminations SAS, and we reserve the right to modify the technical characteristics, dimensions, design and image of the products in order to improve their quality or any other aspect of the product.

8. SPELLING MISTAKES AND SPECIFIC MANUFACTURING

Any custom manufacturing must be provided in writing and typed. In the event of a defect or error in the specifically ordered design, the customer is solely responsible.

9. CUSTOM MANUFACTURING

For any custom manufacturing, a drawing, a photo or an identifiable model and specifically right side up must be provided to us for the study of the estimate and before manufacturing.

10. ORDER CANCELLATION

Orders validated and confirmed by Leblanc Illuminations SAS are considered non-cancellable. In the event that the customer wishes to cancel an order, the customer shall be automatically liable for a fixed compensation equivalent to 100% of the amount of the order.

11. SAFETY

All our products comply with the new Low Voltage Directive 2006/95/EC. For safety reasons, it is essential to install all our products under the conditions set out in the UTE 17.202 standard (distance to be respected, public accessibility, etc.). It is also imperative that any installation be carried out by authorized persons (installation professionals).

12. PRODUCT END OF LIFE

Products subject to this eco-contribution at the end of their life must be entrusted to an approved centre. For all others, either the final customer takes responsibility for its destruction and ensures its recycling, in which case Leblanc Illuminations SAS is released from its producer's responsibility, otherwise the product can be returned at the customer's expense to Leblanc Illuminations SAS, which will take care of its recycling.

13. WARRANTY ON EQUIPMENT

The warranty period is two years for both new and used products.

In the case of small breakdowns and the customer being able to repair on site, spare parts may be sent to the customer free of charge (up to 3% (three percent) of the new value of the product). A written authorization from Leblanc Illuminations SAS to carry out the repairs must be provided in order not to cause the warranty to lapse.

14. LIABILITY LIMITATION:

Leblanc Illuminations SAS cannot be held responsible for any damage, accident or deterioration of the products in the event that:

- Failure to comply with standards for the installation and use of equipment.
- Supplies other than those intended for correct operation have been used.
- Modifications were made to the equipment either by the customer himself or by unauthorized technicians without written authorization from Leblanc Illuminations SAS.

15. WARRANTY LIMITS

In the event of non-compliance with installation and use measures, the product warranty is excluded.

Under no circumstances will Leblanc Illuminations SAS be held responsible for the installation of its products.

Leblanc Illuminations SAS's warranty does not cover damage and breakdowns (direct or indirect) caused by the use of external machines, tools or accessories that interfere with the products sold.

The warranty is limited in all cases to the repair or replacement of the products (excluding installation and ancillary costs).

16. PRODUCT RETURNS

We can, under certain conditions, accept the return of goods that do not exactly correspond to the purchase order, in quantity or quality. Such returns are subject to the following specific conditions :

- The request for return must be made at the latest within 5 working days following receipt of the goods by the buyer (the packing slip being proof of receipt/delivery).
- The request for return must be made by the buyer to Leblanc Illuminations SAS, by means of a written agreement between the two parties.
- If Leblanc Illuminations SAS agrees, the return will be at the customer's expense.
- Any return without authorization shall be refused.
- The goods in question must be strictly standard, excluding any goods manufactured specifically for the buyer.

17.PROPERTY RESERVE CLAUSE.

All sales are concluded with reservation of ownership. Consequently, the transfer of ownership of the goods sold is subject to full payment of the price.

18. JURISDICTION AND APPLICABLE LAW

The applicable law shall in all cases be the law of the French Republic, notwithstanding any conflict of law or jurisdiction.

In the event of a dispute, only the Commercial Court of Le Mans is competent to give a judgment.

19. GENERAL DATA PROTECTION REGULATION

Leblanc illuminations, in its capacity as a data controller, collects your personal data for the purpose of managing its business relationships with you, invoicing and advertising for a specified period. In accordance with the GDPR of May 25, 2018, you have the right to access, rectify and delete your data. You can also object, for a legitimate reason, to the use of your data. Only you can exercise these rights on your own data by writing to Leblanc illuminations 6-8 rue Michaël Faraday 72027 Le Mans Cedex 2 or by email to dpo@leblanc-illuminations.com and signing a photocopy of your ID.

SAS with a 7 938 000 euros capital - SIRET 482 323 649 000 20 - APE 2740Z - RCS 482 323 649 - FR 37 482 323 649

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