

GENERAL TERMS AND CONDITIONS OF SALE

1. General Provisions

1.1 All our sales are governed by the general sales conditions of European foundries.

1.2 Placing an order for our goods implies full and unconditional acceptance of our general terms and conditions of sale. These terms take precedence over any contrary provisions contained in any document or writing that a DEJOIE customer may attempt to impose, especially their own purchasing conditions, unless explicitly agreed otherwise in a written and signed agreement between DEJOIE and the Client.

If any clause of these general terms or exemptions is found to be null for any reason, only the affected clause(s) will be considered void, and the rest of the agreement remains fully effective.

1.3 We are only bound by commitments made by our representatives or employees if they are confirmed in writing or upon receipt of a deposit as stated in the written confirmation.

2. Orders

2.1 Orders are only final once confirmed in writing to the Client. The order is personal to the buyer and cannot be transferred or assigned without DEJOIE's consent.

2.2 Orders cannot be canceled by the buyer for any reason without prior written agreement from DEJOIE.

2.3 It is the buyer's responsibility to provide written proof of the final destination of the product.

2.4 The minimum invoice amount is set at EUR250 excluding VAT.

3. Deliveries

3.1 Delivery and transport times are indicative only and subject to unforeseen events. Unless formally agreed otherwise, they are not binding. Delays in delivery cannot justify cancellation of the order or give rise to compensation.

3.2 We are released from any delivery obligation in cases of force majeure or events such as mobilization, war, total or partial strikes, lock-outs, fires, floods, transport delays or interruptions, raw material shortages, or any cause hindering the operations of our company or suppliers, or resulting in full or partial work stoppage.

3.3 In case of non-compliant or disputed delivery, claims must be made in writing within eight days of receiving the goods.

3.4 All our goods travel at the recipient's risk, who must make claims to the carrier in case of damage or missing items.

3.5 Free delivery may be granted based on criteria subject to a prior written agreement between the parties.

4. Payments

4.1 All our goods are taken and payable in Nantes, regardless of payment method; this does not constitute novation or waiver of the jurisdiction clause. Only the courts at the seller's registered office are competent in case of dispute.

4.2 Unless a timely deferral is requested and granted, failure to pay by the due date will result in:

- Immediate payment of all amounts due, regardless of agreed payment terms;
- In accordance with article L.441-6 of the French Commercial Code, interest for late payment at an annual rate of 20% and a fixed compensation of EUR40 for recovery costs are due without the need for a reminder.

4.3 Additionally, the seller may suspend contractual obligations or cancel current orders immediately by sending a registered letter with acknowledgment of receipt, without liability and without prejudice to any damages the seller may claim.

4.4 Unless otherwise stipulated and accepted in writing by the seller, payments are to be made either:

- In cash with a discount of 0.4% per month for early payment (with corresponding VAT adjustment),
- Or by bank transfer within 30 days end of month. A bank identity statement (RIB) is required for any new customer or customers who have changed banks.

5. Prices

Prices in the current price list are indicative and may change without notice due to raw material costs, exchange rates, or other reasons. The current price list supersedes all previous ones.

6. Return of Goods

For returns not attributable to DEJOIE, a minimum deduction of 10% of the invoiced price will apply to cover reconditioning, restocking, or other costs. In all cases, shipping costs are borne by the sender.

7. Retention of Title

The seller retains ownership of goods until full payment. In case of resale or transformation, the buyer assigns a claim to their own debtors to DEJOIE up to the value of the goods under retention of title, and agrees to inform said debtors upon the seller's request.