



GENERAL CONDITIONS OF SALES

GENERAL

Placing an order implies the express acceptance, unreservedly, by the purchaser, of all the clauses and conditions of these General Conditions of Sales (GCS). Should there be any contradictions between these GCS and the purchaser's general terms of purchase, the provisions of our GCS shall prevail.

Except explicit agreement, our quotations are valid 30 days from date of inception.

Prices given in the catalogs and lists may change at any time, suffering variations depending on our suppliers' prices. Prior placing an order, the buyer should ask for confirmation of prices.

The information and particulars given in the catalogs are purely indicative and not binding BELMAR, who reserves the right to make any change of layout, size or material to equipment included in our publications.

Goods travel at the risk of the recipient, even if free shipping. The recipient should check incoming shipments, and conditions of use, determining whether to appeal against the carriers.

Article 1 - PRICES AND TERMS

Our prices are generally expressed in Euros, exclusive of taxes and ex works Brest – France, unless otherwise stated.

Delivery times run from the date of receipt of the order or the time all issues related to identification are finalized.

Delivery times are only indicative. They are respected as far as we can, but delays, whatever the cause can justify the part of the purchaser, the cancellation of an order or any penalty.

Orders received and accepted may not be completely or partially canceled without our written consent.

Article 2 - RETURNED GOODS

Returned goods are accepted only if we have previously allowed. They must be sent free of all charges to our address in France.

BELMAR establish a credit note reserving the right to practice any allowance, depending on the age, condition of packing or the possibility of resumption of the manufacturer.

Article 3 - COMPLAINTS

Any claim must be sent within three (3) days of receipt of goods, within a maximum of three (3) months from the date of issue of invoice, failing which they will not be accepted. Carrier or forwarder must be notified of any damages on package, prior to acceptance of delivery.

Article 4 - DELIVERY

Goods are delivered to the recipient's own risk, even if free. The carrier is liable for damages and late delivery.

Article 5 - PAYMENT

I. Our invoices, issued on the day of shipment or provision, shall be payable unless any exception, to thirty (30) days end of month, through draft, check or bank transfer.

Discount for early payment: 1% per month.

II. Any invoice unpaid at due date, in whole or in part, will result in interest charges on arrears. Penalties for delayed settlement: 1.3% per month.

III. In the case of recovery through litigation, unpaid amount will be increased by fifteen per cent (15%) as the debtor agrees to pay as a penalty clause.

IV. Reserve Property: The delivered goods remain the property of BELMAR until full payment of our invoice (French Law No. 80335 dated 12/05/1980).

V. The buyer bears all risks that may cause the goods delivered until full payment of the price.

VI. Any cancellation or change in the conditions of an order from the customer will be effective upon written acceptance BELMAR. The customer must pay the damages caused by these changes.

Article 6 - WARRANTY

We apply the guarantee of our suppliers if any, with replacement of defective parts for the warranty period from the provision of equipment.

Article 7 - DISPUTES

For any claim or dispute in general whatsoever and whatever the subject, the French law is applicable and the commercial court of Brest (France) is solely responsible even in cases of appeal or multiple defendants.