



AFAQ ISO 9001 2015 N° QUAL/1993/1727.11

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## **TERMS AND CONDITIONS OF SALES**

### **GENERAL:**

Any order by a customer implies that they accept our general terms and conditions of sale printed below, for France or abroad. The latter prevail over any condition purchase unless explicit exemption in writing from DELTA COMPOSANTS.

### **ORDERS:**

Orders will be taken into account when placed in writing or by fax or e-mail to DELTA COMPOSANTS.

### **DELIVERY TIME:**

Delivery time must exclusively be stated by the receipt of order issued by DELTA COMPOSANTS and given for information only and with no guarantee. No deduction or compensation in the event of a delay are to be expected.

### **PRICES:**

The prices (indexed on the metal prices) are calculated by a quote (validity: a calendar year) issued by Delta COMPOSANTS according to the customer specifications and production capabilities of DELTA COMPOSANTS. These rates are updated quarterly at most.

### **PAYMENT:**

Terms of payment are defined by the quote made by DELTA COMPOSANTS. Failure to meet these terms will lead after formal notice, or without notice, to a suspension of all deliveries until payment of full due amount. In accordance with Article 441-5 of the Commercial Code, in case of delay in payment, a lump sum of € 40 will be charged for recovery costs.

### **TRANSFER OF OWNERSHIP:**

The goods sold are subject to a reserve clause of property (act of 12 May 1980) and remain in full ownership of the seller until complete payment of amounts owed. In case of default of payment when due, the seller may claim the products. The cheques and letters of exchange are not deemed payments only upon actual receipt. Until then, the reserve clause of property retains its full right.

### **TRANSFER OF RISKS:**

The customer ensures the risk of loss or damage upon the signing of purchase receipt or delivery order. The client is required to check the condition of the goods upon delivery. In case of damage to the packaging or quantitative error, they should mention accurately their reservations on the delivery order, and reiterate to the haulage contractor within 5 days by registered letter. They must also inform Delta COMPOSANTS within the same period. In case of quality non-compliance the customer must inform Delta COMPOSANTS by mail or fax within 10 days of delivery. Any return of goods may only be made after written agreement of DELTA COMPOSANTS.

### **LIMITATION OF LIABILITY**

For all the problems beyond the scope of liability insurance of the company unless negotiated agreement, the limits of financial responsibility are limited to 2 times the value of production or service provided and to the exclusion of all other damages.

### **PRECONISATION OF USE**

DELTA COMPOSANTS will not accept claims on products delivered over 12 months and not stored in their original packaging unless indicated otherwise printed on the packaging or product specifications.

### **TOLERANCE:**

The fact Delta COMPONENTS doesn't to invoke any provisions of these general conditions of sale cannot in any way be interpreted as implying from DELTA COMPOSANTS waiver for the benefit of such provisions

### **ASSIGNMENT OF JURISDICTION:**

The rights and obligations of the parties are governed exclusively by the French law. Any dispute is jurisdiction of the Commercial Court which depends on the headquarters of the company DELTA COMPOSANTS

### **PROTECTION OF PERONAL DATA:**

You have a right to get to, revise and clear your personal data by contacting us by email at the address [dc@dic.fr](mailto:dc@dic.fr). Please specify in object: Request about GDPR (RGDP in French). You can take notice of our privacy policy on our website: [www.delta-composants.fr](http://www.delta-composants.fr)