

General terms and conditions of sales for e-ROBERTET website

1. IDENTITY OF THE SELLER

The supply of goods and services on the Site is provided by the company identified below (hereinafter the "Seller"):

Name of the company: SIRIUS exploiting with its agreement the e-ROBERTET brand belonging to ROBERTET SA

Company form: Société par Actions Simplifiées (SAS)

Share capital: € 220,000.00

RCS of Castres (France) : 394 141 220

Head office : 57 chemin de la Métairie Haute, 81580 Cambounet sur Le Sor, France

Contact by email : please use our [contact form](#)

Telephone: +33 05 32 09 54 45 (9am to 12.30pm and 2pm to 5.30pm Monday to Friday)

VAT number : FR74394141220

Website (the "Site"): www.e-Robertet.com

2. SCOPE OF APPLICATION

Enforceability. These General Terms and Conditions of Sales (hereinafter referred to as "GTCS") shall apply exclusively to all sales made by the Seller through the Internet site accessible at e-ROBERTET.com (hereinafter referred to as the "Site") of products or services made on this Site dedicated to professionals to any individual or legal entity acting in the context of its professional or commercial activity (hereinafter referred to as "Customer"). The GTCS completed with the order form express the entirety of the obligations of the Parties. All other conditions, and in particular the Customer's general conditions of purchase, are not binding on the Seller, and in particular catalogues, advertisements, price lists, Internet site, notes, are only informative and indicative, not contractual, and may, as such, be modified by the Seller without notice.

Capacity of the Customer. The Customer acknowledges having the capacity required to contract and acquire the products offered on the Site within the exclusive framework of his professional activity. Therefore, if the order is placed on behalf of a company or any other legal entity, the natural person placing the order declares that he/she is entitled to bind the said entity under the terms of the GCS and the order form. Where applicable, the Customer shall designate the said entity.

Acceptance. The Customer accepts the GTCS by ticking the box "I accept the General Terms and Conditions of Sales" when placing an order on the Site.

Transmission by electronic means. The Customer agrees that the information requested for the conclusion of the contract or that sent during its execution may be transmitted electronically.

Availability. The GTCS are made available on the Seller's Site; they may be modified at any time and without notice by the Seller, the modifications being then applicable to all subsequent orders. The applicable GTCS are those in force on the date the order is placed. The Customer may download them in PDF format.

3. ORDERS

Essential characteristics. The essential characteristics of the products are presented on the Site. The Seller may update and improve its product sheets and withdraw its products from sale.

The product offers are valid as long as they are visible on the Site, within the limits of available stocks.

When the Customer registers the order by selecting a method of payment, the sale is deemed concluded (agreement on the goods and the price). The order is automatically cancelled if the Customer fails to enter his/her bank details or to agree to payment on the secure payment site. The order will be processed only after validation of the payment by the Seller. The orders transmitted to the Seller are irrevocable for the Customer as soon as the payment is validated by the Seller. Any request to modify the composition or volume of an order placed by a Customer can only be taken into account if the order has not yet been processed by the Seller's computer system and if the request is made in writing (through the [Contact Form](#) or to the Customer's usual advisor) and confirmed in writing by the Seller's services.

Order rejection. Any abnormal or bad faith order, any fraud or attempted fraud, any incident of payment of the price of an order may lead to the deletion and/or deactivation of the account of the Customer concerned and/or the refusal of the order.

In order to enter into this contract electronically, the Customer must complete the following steps:

- Creation of a Customer account with certification by the Customer to the Seller that he is a professional carrying out his activity in a professional context;
- Identification via the Customer account;
- Selection of products in the basket ;
- Validation of the order ;
- Checking the order and correcting any errors;
- Order Confirmation ;
- Acceptance of the GTCS ;
- Payment of the order.

The Customer has the possibility to check the details of his order and its total price and to correct any errors before confirming it to express his final acceptance.

The Seller shall acknowledge receipt of the order sent to him without undue delay, by electronic means, to the email address that the Customer will have given him. The Customer undertakes to provide a correct and active e-mail address, which he may access throughout his contractual relationship with the Seller. Thus, the Customer acknowledges that any electronic mail sent to the email address he provides to the Seller shall be deemed received.

Only the French and English languages are offered for the conclusion of the contract. In case of contradiction between the French and English versions of the GTCS, the French version shall prevail.

4. PRICE

The Seller's price list does not constitute a sale. The products are sold at the prices in force appearing on the Site at the time of the recording of the order by the Seller.

All prices are net prices in Euros, VAT and all other taxes, transport and freight insurance costs not included, ex Seller's warehouse. Any taxes, duties or other charges payable under French regulations, or those of an importing country or a country of transit, are the responsibility of the Customer. Unless otherwise stated, the currency of account, billing and payment under the GTCS is the Euro. Prices may be adjusted automatically to take account of any changes in applicable tax legislation. The prices offered include any discounts and rebates that the Seller may grant in view of its results or the assumption of responsibility by the Customer for certain services. No discount will be granted in case of early payment. The Seller shall not manage any outstanding amounts, unless it has agreed to do so in writing.

The products remain the property of the Seller until full payment of the price, even if they have been delivered to the Customer, regardless of the Incoterm used for the transaction.

5. PAYMENT

The price is payable in full on the day the order is placed. The accepted means of payment are : Carte Bleue, Visa card, Diners card, Mastercard.

Any payment made to the Seller shall not be considered as a deposit.

The Seller reserves the right, in the event of a payment incident or failure to comply with the payment conditions set out above, to suspend or cancel the delivery of orders in progress placed by the Customer. Except in the event of a serious breach of an essential obligation by the Seller, as defined in Article 1219 of the French Code Civil, the Customer may never withhold all or part of the sums owed by him, nor may he set off the sums owed by him, on the grounds of a claim made by him.

6. DELIVERY and TRANSPORT

The Seller will arrange for shipment by the carrier of its choice, without changing the rules below. The products ordered will be delivered EXW Incoterms 2020. The shipping costs in addition, calculated according to the weight and the place of delivery, are to be paid by the Customer.

Delivery restrictions. Delivery restrictions are indicated at the latest at the beginning of the order process. It is the Customer's responsibility to check with the local authorities in his or her country for any restrictions on the import or use of the products or services he or she intends to order.

In the absence of any indication to the contrary by the Customer, the Seller shall deliver the goods without undue delay and no later than thirty days after the conclusion of the contract. Failure to meet the delivery deadlines shall not give rise to cancellation of the order. Delivery shall be made to the address indicated by the Customer when placing the order. Delivery is understood to mean the transfer to the consumer of physical possession or control of the goods.

In the event that the goods are unavailable or in the event that the Seller fails to fulfil its delivery obligation, the Customer may obtain a refund of the price of the product without the Customer being able to claim damages for any reason whatsoever.

Receipt of the goods. It is reminded that any risk of loss or damage to the goods is transferred to the Customer at the moment when the Customer or a third party designated by the Customer, and other than the carrier proposed by the Seller, takes physical possession of the goods.

Upon receipt of the goods, the Customer must immediately check their condition, quantity and conformity with the contract. Without prejudice to the measures to be taken with respect to the carrier, in the event of apparent defects or missing products, any claim, of whatever nature, concerning the products delivered, shall only be accepted by the Seller if it is made in writing within 3 days of the delivery of the products. It is the Customer's responsibility to provide all evidence as to the reality of the defects or shortages noted. In this case, the Customer may request the replacement of the non-conforming items and/or the addition to be made to make up for the shortages at the Seller's expense, without the Customer being able to claim any compensation or the cancellation of the order. The unconditional acceptance of the ordered products covers any apparent defect or shortage. The complaint made by the Customer under the conditions and according to the methods described in this article does not suspend the payment by the Customer of the goods concerned.

The delivery times are given as an indication and for information only; they depend in particular on the carriers. The Seller shall endeavour to respect the delivery times indicated in accordance with the logistical time frame of reference in the profession. Even in the event of written acceptance of firm deadlines, the Seller is automatically released from any commitment relating to deadlines in the following cases: technical hazards, failure of the Seller's suppliers, stock shortage, failure of the carrier, force majeure, fortuitous event, inaccuracy or lack of information to be provided by the Customer, deadline postponed at the request of the customer, lack of payment or incomplete payment, delays related to customs formalities. If the Seller is unable to supply the product ordered, he shall inform the Customer and offer him the delivery of an equivalent product or his reimbursement.

7. CLAIMS FOR AFTER-SALES SERVICE

Complaints. All claims, of whatever nature, relating to a defect in the goods delivered, an inaccuracy in the quantities, an apparent defect, a shortage, an erroneous reference in relation to the accepted offer or the confirmation of the order by the Seller, must be made in writing within 3 days of receipt of the goods, without neglecting recourse against the carrier, failing which the right to claim shall cease to exist. It is the Customer's responsibility to provide all evidence as to the reality of this claim. The Customer shall allow the Seller to carry out all on-site verification operations relating to the claims.

Product return procedure. The labels stuck on all the packaging and containers of the products are essential for the guarantee. The packaging must be kept in perfect condition. Otherwise, the Customer cannot benefit from his right to claim. Any return of goods requires the prior agreement of the Seller and a return number. The Customer will receive a return agreement by the means deemed most appropriate by the Seller. The Customer shall have a period of 7 days after obtaining the return agreement to return the defective goods to the Seller. If these stipulations are not respected, the returned package will be refused. The return of the goods shall be at the Customer's expense. On the other hand, the costs of returning the goods once the after-sales service has been carried out are the responsibility of the Seller. In the absence of an agreement concerning the return of goods, any returned goods shall be held at the disposal of the Customer at his expense, risk and peril, all transport, storage and handling costs being borne by the Customer.

8. RESPONSIBILITY

The Seller's liability to the Customer shall be limited to compensation for direct damages resulting from the improper performance of its contractual obligations. Subject to mandatory legal provisions, the Seller's total and cumulative liability, whatever the cause, is limited to the amount paid by the Customer to the Seller for the order in question. Under no circumstances shall the Seller be entitled to compensation for indirect and/or immaterial or moral damages, namely financial or commercial damages such as loss of profit, loss of orders, operating loss, loss of data, loss of earnings, damage to image, interruption of service, as well as damages of the same nature resulting from a claim against the Seller by the Customer due to damages suffered by a third party. In any event, the Seller shall be released from any liability and shall not be liable for compensation in cases of force majeure. The Customer guarantees to waive any recourse by his insurers or third parties contractually linked to him, against the Seller or his insurers. Any action against the Seller must be brought within twelve (12) months of the harmful event.

9. JURISDICTION AND APPLICABLE LAW

All disputes relating to the formation, performance and termination of contractual obligations between the parties that cannot be settled amicably shall be submitted to the jurisdiction of the Commercial Court of CASTRES(France) in the jurisdiction of the Seller's headquarters, regardless of the conditions of sale, the place of order or delivery, and the method of payment accepted, even in the event of a warranty claim or multiple defendants. The attribution of jurisdiction is general and applies whether it is a main claim, an incidental claim, an action on the merits or a summary proceeding. This contract is governed by French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded. The fact that one or other of the Parties does not avail itself at a given time of any of the clauses of the present contract shall not constitute a waiver of the right to avail itself subsequently of these same clauses.