

Our general conditions of sale

ARTICLE 1: Application of the general conditions

All orders of products from Customers are governed by these General Conditions. All orders from Customers vouch for unconditional acceptance of all these General Conditions with no exception. These General Conditions shall apply to the exclusion of any general conditions of purchase of Customers and/or any document from the latter. AUBRILAM not availing, at any given time, of any one of these General Conditions cannot be construed as a waiver of the subsequent enforcement of any one of the said General Conditions.

ARTICLE 2: Order

To place an order, Customers must send an order form specifying:

- the quantity and type of products ordered
- the price
- the mode of payment
- the money of payment
- the delivery address

Orders must be confirmed by AUBRILAM by acknowledgement of receipt within 10 days of the order. AUBRILAM shall confirm the estimated date of dispatch and delivery. All orders are deemed as binding and final from the acknowledgement of receipt of order drawn up by AUBRILAM. No order cancellation shall be accepted.

ARTICLE 3: Price

The prices of the Products are specified in the quotations. Quotations are valid for two months from date of issue. The prices are to be understood excluding tax and excluding delivery and installation costs.

ARTICLE 4: Payment

4.1. Invoices are payable at 30 days from date of invoice. AUBRILAM reserves the right to ask for early payment for any order or a down payment with the order. Payments are made net with no discount, by bank cheque or transfer to the address stipulated in the General Conditions of Sale.

4.2. Customer claims cannot, under any circumstance, result in payments being deferred or suspended.

4.3. Failure to pay within the deadlines shall automatically render Customers liable to pay, without any prior notice, penalties for delayed payment equal to 5% of the amount of the invoice excluding tax without this rate being less than three times the legal interest rate, up to the day of actual payment in full, without prejudice to any damages. Furthermore, Customers defaulting in payment are automatically debtors with regard to AUBRILAM, of a fixed compensation for collection costs equal to forty euros. When the collection costs incurred are greater than the above-mentioned amount, AUBRILAM shall be entitled to request additional compensation, against vouching documents.

4.4. In the event of default of payment of all or part of the invoice, AUBRILAM shall also be entitled to:

- suspend or terminate pending orders and deliveries
- automatically demand immediate payment of all the outstanding sums due from Customers relating to other pending agreements
- withhold the products until full payment of the price
- demand early payment of subsequent orders

4.5. Under no circumstance may payments which are due to AUBRILAM be suspended or be the subject of any reduction or compensation without AUBRILAM's written consent.

Article 5: Right of title

All products sold by AUBRILAM are sold subject to right of title: the transfer of title is subject to full payment of the price, on the agreed due date, by Customers notwithstanding the transfer of risks on the date of delivery.

In the event of default of payment on the due date, AUBRILAM shall retake possession of the products for which it remains the owner, and may, at its discretion, terminate the Agreement by simple recorded mail sent to Customers.

Customers shall refrain from any transformation, incorporation or assembly of products before paying for them.

Customers shall keep the products sold subject to ownership so that they cannot be mixed up with products of the same kind from other sellers.

The risks are at the charge of Customers from delivery of products, under the conditions of the Agreement notwithstanding right of title.

Customers undertake to ensure the products to the benefit of the persons entitled thereto, against all risks they may incur from delivery.

Customers are responsible for the correct maintenance of the products sold subject

to right of title and shall bear the costs of reconditioning if they are to return them unpaid for.

Returns of unpaid products shall be due from defaulting Customers at their expense and risk upon formal notice from AUBRILAM by registered mail with acknowledgement of receipt.

If AUBRILAM had to claim back the products, it shall be dispensed from returning the down payments received on the price once they can compensate for the damages due from Customers (for return or reconditioning expenses).

ARTICLE 6: Delivery of products

Unless otherwise specified, the incoterm is ex works.

Transport takes place at the expense and risk of Customers.

Any costs and charges of any nature whatsoever, relating to the transport shall be at the expense of Customers. Non-consigned packaging is always due from Customers and shall not be taken back by AUBRILAM. In the event of no specific indications in this respect, the packaging is prepared by AUBRILAM which acts in the Customers' best interests.

Delivery times are indicated as precisely as possible but depend on AUBRILAM's sourcing and transport conditions. AUBRILAM undertakes to do its utmost to adhere to the delivery times.

Overruns of delivery times cannot involve AUBRILAM's liability and cannot give rise to penalties, damages, withholding or cancellations of pending orders. In particular, it is specified that delays due to climatic conditions cannot give rise to compensation. In addition, AUBRILAM may not be liable for delays caused by sub-contractors imposed to it by Customers or due to Customers.

All changes to orders shall give rise to consecutive changes in delivery times.

The following shall be considered as force majeure events waiving AUBRILAM from its obligation to deliver: war, riot, fire, strikes, accidents, inability for AUBRILAM to receive supplies, accidents in particular in tooling, breakage of machines, interruption or delay in transport.

AUBRILAM shall inform Customers of any delays as soon as possible.

In any event, deliveries within the delivery times shall not take place unless customers are up to date with their obligations with regard to AUBRILAM, regardless of the cause. Orders are likely to be delivered in several parcels and/or in several goes.

ARTICLE 7: Acceptance - Claim - Return

Customers have 30 minutes from receipt from the delivery driver to inspect the products. In the event of acceptance of delivery despite signs of apparent discrepancies in the packaging, the products or the number of parcels, Customers undertake:

- to issue clear and accurate reservations on the delivery note in the event of loss of or damage to the products

- these reservations shall be ascertained and written before the delivery driver

- the wording «subject to unpacking» or «subject to subsequent checks» shall not be accepted and have no legal value

- the nature of the products and the number of parts defective shall be clearly stated

- Customers shall have 48 hours to confirm the reservations to AUBRILAM by recorded mail and e-mail (art. L. 133-3 of the French commercial code) failing which Customers shall forfeit any recourse against AUBRILAM in the event of loss or damage resulting from transport. Customers shall notify the forwarding agent within three days of any loss or damage.

In the event of total or partial refusal of delivery, Customers undertake:

- to issue clear and accurate reservations on the delivery note in the event of loss of or damage to the products

- these reservations shall be ascertained and written before the delivery driver

In order to be taken into consideration, any apparent defect or non-compliance must be reported by recorded mail with acknowledgement of receipt within 24 hours of delivery of products. This claim must contain the exact data of the nature and extent of the defect or non-compliance.

Without prejudice to the provisions to be taken with regard to the forwarding agent, any claims relating to the quantity delivered, the execution, the quality or any other reason, shall be notified to AUBRILAM by recorded mail with acknowledgement of receipt within eight days of arrival of products. Beyond this period the products shall be considered as accepted on a final basis.

Customers shall be responsible for providing all justifications of the existence of the alleged defects or non-compliances. They shall provide AUBRILAM with all the adequate facilities to ascertain these defects and/or non-compliances and to overcome them.

All returns of products shall require AUBRILAM's prior approval. Any products returned without this approval shall not give rise to any credit notes.

ARTICLE 8: Installation of products

Unless otherwise stipulated, Product installation is not included in the price. Product installation requires the work of skilled professionals. In the event of installation by AUBRILAM, AUBRILAM limits its liability to the scope of an obligation of due care. Any consequence resulting from installation shall remain the Customer's liability. The drilling of columns marketed by AUBRILAM depends on the choice of lamps fixed to them. The installation of the furniture requires many fixing points that can damage flooring or ground when not laid on new flooring or ground. AUBRILAM cannot be held liable for any problems that may occur during the fixing to the floor or ground, even if the furniture is installed by AUBRILAM.

ARTICLE 9: Guarantees - Limit of liability

AUBRILAM only guarantees Customers that the Products are in compliance with the French legislation in force, to the exclusion of any other guarantee.

AUBRILAM is insured in compliance with its capacity as Product manufacturer.

AUBRILAM's liability is limited to the direct damage resulting from a fault from AUBRILAM.

AUBRILAM's liability is limited to the replacement of the goods recognised as defective, provided they have not undergone any alteration, to the exclusion of any other compensation or during the guarantee period of one year to the repair on site or on AUBRILAM's premises. In this case, the transport and labour costs are at AUBRILAM's expense subject to the defect in the goods being of its liability.

AUBRILAM does not guarantee the damaging effects resulting from incorrect storage. The product storage instructions can be downloaded from the « documentation » tab on the AUBRILAM website and affixed to the goods during delivery. AUBRILAM does not guarantee the damage resulting from abnormal use or use in abnormal conditions or not adhering to the instructions. The product installation manuals can be downloaded from the «documentation» tab on the AUBRILAM website.

AUBRILAM shall not, under any circumstance, be liable with regard to Customers, representatives, employees, successors or assigns, for any indirect or consequential loss of any kind whatsoever, including, without limitation, losses, costs, damage, loss of income or profit, incurred by Customers or any third parties within the scope of its contractual obligations.

AUBRILAM shall not, under any circumstance, be liable with regard to Customers, for the change in natural materials used to produce the Products due to the climatic conditions, the passage of time (possibility of erosion of the wood) or natural wear of the Products (stain, discolouring, splits, etc.). In this respect, Customers undertake to maintain Products in compliance with the maintenance operation mode and/or conditions that can be viewed on the website and in the catalogue.

AUBRILAM's full and cumulative liability within the scope of the performance of the Agreement may not, under any circumstance, exceed ten per cent (10%) of the total amount of the order.

The photos of the Products in the catalogue have no contractual value. The weight of the Products is given for guidance purposes. The dimensions of the foundations are given for guidance purposes only. These foundations must be drawn up by Customers under their responsibility and accounting for variations required by local conditions.

Prices and new delivery times shall be forwarded by AUBRILAM for additional supplies. AUBRILAM's obligation shall not apply in the event of a defect originating either from materials supplied by Customers or a design imposed by the latter.

In order to avail of these provisions, Customers must:

- inform AUBRILAM, prior to the order, of the purpose and conditions of use of the Products
- inform AUBRILAM, without delay and in writing, of the defects that they ascribe to the Product and supply all proof as to the existence thereof
- provide AUBRILAM with adequate facilities to ascertain these defects and to overcome them
- refrain moreover from performing the repair themselves or having a third party do so unless subject to express agreement from AUBRILAM.

ARTICLE 10: Intellectual property

10.1. AUBRILAM holds the exclusive property rights over the trademarks, products, drawings, sketches, model drawings and in general, any documents of any kind issued or sent by AUBRILAM to Customers. It is expressly prohibited to perform any reproduction, imitation of these trademarks and/or any other identical or similar distinguishing guises, as trademarks, domain names or for any other use. AUBRILAM reserves the right to act under infringement against any person not adhering to these provisions. Similarly, the products, drawings, sketches and plans cannot be executed, reproduced or represented without the prior and written express authorisation of AUBRILAM or be covered by any claim of any intellectual property right of any kind whatsoever.

10.2. The sale of products shall not give rise to any transfer of intellectual property to the benefit of Customers. Intellectual property rights, filed or not, shall remain the full property of AUBRILAM.

10.3. Any full or partial imitation or reproduction of products and product names, on any carrier whatsoever, is strictly prohibited. Reproduction or use of these elements may be liable for prosecution.

ARTICLE 11: Personal data

The Customer is informed that, as part of the performance of its contractual relations, AUBRILAM, as the data controller, collects personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament of 27 April 2016 and Law no. 78-17 of 6 January 1978 amended by Order no. 2018-1125 of 12 December 2018. These data are collected for the exclusive purpose of ensuring the management and monitoring of contracts and proof of the obligations contained therein. The provision of this information is a prerequisite for the conclusion and proper execution of the contract. Failure to provide this information may delay or jeopardise the conclusion and/or performance of the contract. No automated decision making is carried out on the basis of the data thus collected.

AUBRILAM may also use personal data for commercial canvassing purposes, in particular by sending newsletters by e-mail or post. You may, at any time, oppose commercial canvassing at no cost by clicking on the link provided for this purpose within the email or by sending a letter or email to the addresses indicated below.

These data will be retained for the duration of the contractual relationship plus the duration of the applicable legal requirements. To find out how long each of your data will be kept, you can consult our Personal Data Privacy Policy accessible on our website at the following address: www.aubrilam.fr/Documentation/Personal Documents/ Personal Data Privacy Policy

These data are transmitted exclusively to persons who need to know them, namely AUBRILAM's employees and any suppliers, accountants, consultants and judicial authorities, and potential auditors, purchasers/investors where applicable.

The data are stored on AUBRILAM's servers. The personal data collected may be transferred abroad via our suppliers. In the event of data transfer outside the European Union, rules ensuring data protection and security have been put in place by AUBRILAM in accordance with its Personal Data Privacy Policy.

The Customer is informed that, under the conditions provided for by law, they have a right to query, access, rectification, erasure of data, a right to portability, to restriction of processing and a right to object the processing of their data for legitimate reasons. The Customer also has the right to define guidelines regarding the fate of their data after their death.

In the event of a dispute, the Customer may also lodge a complaint with the CNIL, whose contact details can be found at the following address: <https://www.cnil.fr>.

For any additional information and/or exercise of their rights, the Customer may contact the Data Protection Officer:

RGPD@aubrilam.fr
83 rue Fontgïève 63057 Clermont-Ferrand

The Customer undertakes to communicate this clause to its colleagues and employees and to inform them of their rights relating to their personal data.

ARTICLE 12: Confidentiality

Customers shall consider as strictly confidential and shall refrain from disclosing any information given (in particular without limitation, photographs, drawings, plans, sketches, maquettes, etc.) for which they may have knowledge at the time of the performance of the agreement or an order.

This clause shall remain valid for as long as the confidential information is not in the public domain or disclosed of its own initiative by AUBRILAM.

ARTICLE 13: Miscellaneous

If one or more stipulations of these General Conditions was deemed not valid or declared as such in pursuance of a law, a national or international regulation or following a final decision from a competent jurisdiction, the other stipulations shall remain in force to their full extent and the Parties shall immediately make the changes required adhering, insofar as possible, to the voluntary agreement existing at the time of the signing of the Agreement.

ARTICLE 14: Applicable law - Settlement of litigations

The applicable law is French law to the exclusion of any other applicable international agreement. In the event of a litigation, the Tribunal de commerce (commercial court) of Clermont-Ferrand shall be the sole jurisdiction.

AUBRILAM

Simplified joint stock company with capital of 250,000 euros

Registered office: 83 Rue Fontgïève - 63000 Clermont-Ferrand

Trade and Companies Register number: 343 340 543 RCS Clermont-Ferrand

VAT number: FR78 343 340 543

Storage instruction

Our products should be stored:

- horizontally
- in a sheltered and ventilated area (ideally inside)
- on a clean, flat surface

In order to protect them as a whole:

- do not add further packaging (tarpaulin or other waterproof film over the loads)
- do not stack loads together
- do not stack other products on these load

Prolonged storage may alter the appearance of products.

