



CONDITIONS OF SALE

GANTOIS INDUSTRIES capital of € 4,000,000 whose registered office is located 25 rue des Quatre Frères Mougeotte 4, 88100 Saint-Die-des-Vosges. RCS Epinal No. 513 918 456.

VAT number : FR38 531 918 456

CNIL : 1915102

The above address is the address for the Customer's claims

Tél : 03 29 55 21 43 (price a non-premium local call)

1) SCOPE

These Conditions of Sale shall govern all contractual relations between GANTOIS INDUSTRIES (hereinafter "we") and its customers (here in after the "Client").

These Conditions of sale shall apply exclusively for Internet sales on the GANTOIS INDUSTRIES website accessible by the url address www.gantois.com (here in after the "Site"). Goods sold on the Site are for all Professional Clients (legal person) and consumers (individuals).

All Professional Clients ordering goods on the site, agree to full and unconditional acceptance of these General Terms and Conditions of Sale, which prevail over any other specific condition of the Client, including its general conditions of purchase unless prior written exemption from GANTOIS INDUSTRIES has been given.

All Consumer, ordering on the Site, agree to full and unconditional acceptance of these General Conditions of Sale, unless prior written exemption by the parties has taken place.

GANTOIS INDUSTRIES reserves the right to modify at any time these Terms of Sale. However, the General Conditions of Sale applicable are those in effect at the date of placing the order. In addition, we invite the customer to read carefully these conditions with each new order. They are accessible at any time on the Website and prevail over any other version or any other contradictory document.

The fact that GANTOIS INDUSTRIES does not prevail at a given moment of any provision of these Conditions of sales cannot be interpreted as a waiver of GANTOIS INDUSTRIES to take advantage later of the said provision.

Similarly, if any of these provisions is void in whole or part, the validity of the remaining provisions will not be affected.

2) CONTROL

Any order by the Client is firm and final, as received by GANTOIS INDUSTRIES, subject to the provisions in Article 9 of the General Conditions.

All subsequent amendments to the order for any reason, particularly in terms of products or delivery times are only possible with the express prior consent of GANTOIS INDUSTRIES.

3) AVAILABILITY OF PRODUCTS

Our product offers are valid as long as they are visible on the website and in the limit of the stocks.

In case of payment by credit card, if the stock level of the product is not enough, affecting the current order (excluding goods made according to Client specifications or custom), we will provide the Client a new delivery time. In this case, the Customer may cancel the ordered item and refund of the corresponding amount will be paid within 14 days following the cancellation.

In the case of unavailability of products, we may be required to propose to the Client a product of equivalent quality, value at least equal to or more than the purchased product.

In case of payment by bank transfer payment, no product reservation is made until payment is received. Consequently, if the stock level of the product is not enough, affecting the current order (excluding goods made according to customer specifications or custom), we will provide the Client a new delivery time. In this case, the Client may cancel the ordered item if the delay proposed is above 45 days of payment's date; and refund of the corresponding amount will be paid within 14 days following the cancellation.

In the case of unavailability of products, we may be required to propose to the Client a product of equivalent quality, value at least equal to or more than the purchased product.

4) PRODUCT PRICES AND DELIVERY COST

4.1. Price

The prices of our products are indicated in euros all taxes included (TTC) and excluding packing and shipping fees. Products are subject to French's VAT, as the country of origin.

These products are sold in European Union countries:

- VAT is included for Consumer Client.
- VAT is excluded for Professional Client.

The Client sees prices on the site at the time of order placement. Our order confirmation that the customer will receive after the registration of the order, forming the contract and fixing products prices and delivery charges.

It is stated that the prices indicated at the time of consultation by the Client may change, especially based on the price of commodities and services, and can be changed at our discretion on the Site at any time without notice. Naturally, any price change does not affect previous purchases.

4.2. Delivery charges

Orders including shipping costs will be charged to the Client, at a varying rate depending on volume and place of delivery. This will be indicated to the Customer in his basket before confirming the order.

5) PAYMENT

5.1. For the Customer Consumer

All sales must be paid directly online (without discount) by credit card (Visa, Mastercard, Eurocard, blue e-card) or by bank transfer payment.

The company GANTOIS INDUSTRIES reserves the right not to accept payment, and not to confirm an order for any reason, particularly in case of supply's problem or for a legitimate reason based on the unusual aspect of the order or payment.

5.2. For Professional Client

All sales must be paid directly online (without discount) by credit card (Visa, Mastercard, Eurocard, blue e-card) or by bank transfer payment.

The company GANTOIS INDUSTRIES reserves the right not to accept payment, and not to confirm an order for any reason, particularly in case of supply's problem or for a legitimate reason based on the unusual aspect of the order or payment.

5.3. Secure payment on the Internet

When paying by card banking, the Customer is transferred automatically to the secure server Monetico's payment and the transaction goes into secure mode ensuring confidentiality of information provided.

The 3D Secure security protocol is enabled by default. Customer must authenticate to his own bank by providing a code or personal information. The transaction is only completed when the cardholder has validated it by using the 4 digits pin number.

For maximum security and total privacy, the information you provide on your credit card is not passed to us.

6) PROPERTY RESERVE

As the payment is done, no property reserve exists.

7) GEOGRAPHICAL AREA COVERED, DELIVERY AND RISK

7.1. Delivery region

GANTOIS INDUSTRIES delivers throughout the metropolitan French territory, in Belgium, in Spain and in Luxembourg. Deliveries cannot be made on weekends and bank-holidays. The products are delivered to the shipping address provided during the order process by Consumer Client and headquarter address or other shipping address given by Professional Client.

7.2. Delivery times

The delivery date given is indicative, and ex-factory.

We are committed to implement all the means necessary to comply with delivery dates.

In the event of a delay in delivery, we will notify the customer as soon as possible. GANTOIS INDUSTRIES cannot be held responsible for late delivery due to the carrier or the unavailability of the Client after several appointment's proposals.

Our deadlines are indicative. They depend on the availability of products and carriers, as well as the sequence of the orders. However and in accordance with Article L138-1 of the Code of Commerce, we are committed to a maximum delivery time, which cannot exceed 45 days from the payment. After this period, the Customer may cancel the order within the conditions of Articles L138-2 of the Consumer Code.

If resolution, the Customer will be refunded the full amount paid, at the latest 14 days after the date on which the contract was terminated.

For Clients, delays in delivery cannot give rise to damages, discounts, or modification / cancellation of other orders ongoing.

7.3. Risk's transfer

Risk's transfer take place at the agreed point of delivery (Incoterms DAP).

Point of delivery means the deposition of the product outside home or in front of building. The carrier will not perform handling operation (unloading) and installation. The Client will be responsible for the unloading, storage and installation of products at his facilities. Delivery will be Monday to Friday during the day and no specific time will be given. Only the carrier is authorized to decide on the most suitable place of unloading. It is stipulated that the delivery will be made on the property line. In the event that the available space prevent the unloading of the goods, the carrier reserves the right to cancel delivery. In this case, delivery costs will be borne by the Client. It will be the responsibility of the Client to contact us in order to set new terms and transport costs of the order.

Similarly, in case of absence at the time of delivery, a notice will be left in the mailbox.

8) CLAIMS

8.1. Transport

The Client must verify, upon receipt, quality and quantity of the goods delivered; it is presupposed that the Client is present during the delivery.

If there is visible damage (missing, deterioration, damage, or other) recorded at the time of products being delivered, the Client must take the goods after making comments on the delivery note, detailed concerns must be confirmed in writing by registered letter with acknowledgement of receipt to the carrier within 3 (three) working days, excluding holidays, after receipt of such products. Copy of the statement must be addressed to GANTOIS INDUSTRIES within 3 (days) after delivery, excluding holidays, by email via the "Contact" page of the Web Site object "Claim transport".

Warning: if the comments are not provided in this way, we reserve the right to refuse the return, exchange or refund of products. If the Customer has signed the delivery note, and has made no specific complaint, the carrier and GANTOIS INDUSTRIES can no longer be held responsible of possible damage caused during delivery. The words "subject to unpacking" has no legal significance and cannot relieve the Client of his duty of controlling the state of the delivered product. If the driver does not leave time for the Client to control the status of the product (quality and quantity), for any reason, it is imperative to specify it on the transport slip

with countersigning of the driver. In the absence of specific comments on the delivery note, the product will be considered delivered compliant.

8.2. Non-compliance

In case of non-compliance with the order (quantity, nature, colors), the Client must inform GANTOIS INDUSTRIES within 3 (three) days by electronic mail via the "Contact" page of the Site with the subject "non-compliance complaint." After this period, our products are deemed totally compliant.

The Client without the prior written consent of GANTOIS INDUSTRIES cannot make return of good unilaterally.

In case of non-compliance of an article sold validated by GANTOIS INDUSTRIES, it can be returned, exchanged or refunded. Products must be returned in the condition in which you received them with all the elements (accessories, packaging ...), accompanied by the invoice.

GANTOIS INDUSTRIES will organize the return.

GANTOIS INDUSTRIES reserves its rights in respect of any apparent damage or not apparent to the products returned by the Customer.

After qualitative and quantitative inspection done by GANTOIS INDUSTRIES on the returned items, if there is no remark, GANTOIS INDUSTRIES will establish a credit, an exchange or a refund.

Non-compliant returns to the above conditions cannot be exchanged, credited or refunded.

The provisions of this Article shall not prevent the Customer to benefit from the right of withdrawal provided for in Article 9.

9) RIGHT OF CONSUMER CUSTOMER

According of the provisions of Article L.121-21 of the Consumer Code, the Consumer Client has a 14-day period after the receipt of goods to exercise his right of withdrawal without any reasons or penalty.

Returns must be made in their original condition and packaging. In this context, the Customer is liable. Damage to the product at that time may be caused the loss of the right of withdrawal.

Return fees are the Client's responsibility.

Upon exercise of the right of withdrawal, GANTOIS INDUSTRIES will refund the full amount paid, within 14 days of the date on which this right was exercised insofar GANTOIS INDUSTRIES recovered the goods in question. Otherwise, the refund will be delayed until recovery of the products within its original packaging. Reimbursement will be made via the same means of payment used when ordering.

EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

According to the provisions of Article L. 121-20-2 of the Consumer Code, the right of withdrawal cannot be applied for the supply of goods "made to customer specifications" or "custom" (decorative plates and Wire Mesh Cutted).

[Click here to download the online withdrawal form](#) in order to send us duly completed by registered letter with acknowledgement of receipt to the following address:

GANTOIS INDUSTRIES SAS – Customer Service
25 rue des Quatre Frères Mougeotte
88100 Saint-Dié des Vosges, France

10) STANDARDS

We are certified ISO9001, EN9100, ISO14001 and we comply with French and European standards.

For our products, we have defined technical limits through the information contained in our product information sections that we invite you to consult by clicking on [this link](#).

11) STATUTORY WARRANTIES

The products offered comply with French's legislation.

Our products have the legal guarantee against hidden defects as defined in articles 1641 and 1648 paragraph 1 of the Civil Code and that relating to compliance to the Client Consumer such defined in Articles L211-5 and following of the Consumer Code.

12) RESPONSABILITIES

Customer will be solely responsible for the consequences of using the ordered items.

GANTOIS INDUSTRIES cannot be held liable for damages resulting from defects and deterioration caused by natural ageing, an external accident or when the alleged defect originates from an incorrect handling, negligence, modification of the product not envisaged nor specified, improper use or test attributable to the Customer.

The responsibility of GANTOIS INDUSTRIES cannot be engaged for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion or presence of computer viruses.

Our responsibility cannot be engaged if the Client fails to comply, partially or in totality of these Terms and Conditions of Sale, or in case of unpredictable and insurmountable situation of a third party or in case of force majeure recognized as such by jurisprudence.

Finally, the Customer is not entitled to request from GANTOIS INDUSTRIES damages allegedly attributed to him by his third party, in accordance with Article 1165 of the Civil Code.

13) PERSONAL DATA

Treatment of personal data concerning the Customer Consumer has been declared to the National Commission and Freedom (CNIL - Statement No. 1915102) according to the new Data Protection Act n ° 2004-801 of August 6, 2004.

The Consumer Client has a right to access, modify and delete personal data by sending an email via the "Contact" page of the Site with subject "personal data".

14) CONSERVATION ARCHIVING

The storage of purchase orders is made on a reliable and durable support to correspond to a faithful and durable copy, pursuant to Article 1348 of the Civil Code.

15) APPLICABLE LAW AND COURT

For Customer Consumer :

In case of dispute of any nature, or dispute relating to these Terms and Conditions of Sale, this dispute may be brought to the relevant court in application of the common law. In accordance with Article L133-4 of the Consumer Code, the Customer consumer has the opportunity of, in cases of dispute, a conventional mediation or other alternative dispute resolution.

For the Customer professional :

In case of dispute of any nature, or dispute relating to these Terms and Conditions of Sale, only the Tribunal of Commerce Epinal will be competent.

French's law governs sales done on the Site in accordance with these Terms and Conditions of Sale. In case of dispute, only the French's courts is competent.

16) CHANGES

Gantois Industries reserves the right to adapt or modify at any time these Terms and Conditions of Sale.