

TERMS & CONDITIONS

SALES

(Internet-specific)

GANTOIS INDUSTRIES capital of €4,000,000 whose registered office is located at 25 rue des Quatre Frères Mougeotte, 88100 Saint-Die-des-Vosges, RCS Epinal n° 531 918 456.

VAT number: FR38 531 918 456

CNIL: 1915102

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

Tél. 03 29 55 21 43 (appel non surtaxé)

1) FIELDS OF APPLICATION

These Terms and Conditions of Sale govern all contractual relations between GANTOIS INDUSTRIES (hereinafter referred to as "we", "us", "the Seller") and its customers (hereinafter referred to as the "Client").

These terms and conditions of sale apply exclusively to sales on the Internet on the GANTOIS INDUSTRIES website accessible via the url address www.gantois.com (hereinafter the "Site"). The goods sold on the website are aimed at all professional customers (legal persons) and consumers (private individuals).

All business customers who order goods on the website fully and unconditionally accept these terms and conditions, they take precedence over any other specific terms and conditions of the Customer, including its general terms and conditions of purchase, unless a prior written exemption from GANTOIS INDUSTRIES has been granted.

All consumers, who order on the website, fully and unconditionally accept these general terms and conditions of sale, unless a prior written exemption by the parties has taken place.

GANTOIS INDUSTRIES reserves the right to modify these terms and conditions of sale at any time. However, the applicable general terms and conditions of sale are those in force on the date of the order. In addition, we invite the customer to read these terms and conditions carefully with each new order. They are accessible at any time on the website and take precedence over any other version or contradictory document.

The fact that GANTOIS INDUSTRIES does not avail itself at a given time of any provision of these terms and conditions of sale cannot be interpreted as a waiver by GANTOIS INDUSTRIES to avail itself of said provision at a later date.

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

2) ORDER

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

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

GANTOIS INDUSTRIES reserves the right not to accept an order, and not to confirm an order for any reason whatsoever, in particular in the event of a supply problem or for a legitimate reason relating to the unusual nature of the order or payment.

3) PRODUCT AVAILABILITY

Our product offers are valid as long as they are visible on the website and while stocks last.

In the event of payment by bank transfer of an order (excluding goods made according to the Customer's specifications and/or custom-made), if on receipt of payment by GANTOIS INDUSTRIES the products concerned by the said order are out of stock, then Gantois will offer the Customer:

- Or a new delivery time, the Customer may cancel the ordered item if the proposed time is more than 45 days from the date of payment, the refund of the corresponding amount will be paid within 14 days of the cancellation
- Or a product of equivalent quality, with a value at least equal to or greater than that of the product purchased. The Customer may cancel the ordered item if the alternative solution does not suit him/her, the corresponding refund will be paid within 14 days of the cancellation.

If, by some extraordinary circumstance, the situation presented above arises for a payment by credit card, the same proposal applies.

If for any reason the products are damaged before shipment, affecting the current order, GANTOIS INDUSTRIES will provide the Customer with a new delivery time. In this case, the Client may cancel the ordered item if the proposed period is more than 45 days from the date of payment; and the refund of the corresponding amount will be paid within 14 days of cancellation.

In the event of unavailability of the products, GANTOIS INDUSTRIES may offer the Client a product of equivalent quality, with a value at least equal to or greater than that of the product purchased. The Customer may cancel the ordered item if the alternative solution does not suit him/her, the corresponding refund will be paid within 14 days of the cancellation.

4) PRODUCT PRICES AND DELIVERY COSTS

4.1. Prices

The prices of our products are indicated in euros, all taxes included (including VAT) and excluding packaging and shipping costs. The products are subject to French VAT, as the country of origin.

These products are sold in the countries of the European Union:

- VAT is included for consumer customers.
- VAT is excluded for business customers.

The customer sees the prices on the website at the time of placing the order. Our order confirmation, which the customer will receive after the order has been placed, forms the contract and sets the prices of the products and the delivery costs.

It is stated that the prices indicated at the time of consultation by the customer may change, in particular depending on the price of the products and services, and may be changed at our discretion on the site at any time without prior notice. Naturally, any changes in prices do not affect previous purchases.

4.2. Shipping costs

Orders, including shipping costs, will be charged to Customers, at a variable rate depending on the volume and place of delivery. This will be indicated to the Customer in their shopping cart before confirming the order.

5) PAYMENT

5.1. For the private customer

All sales must be paid directly online by credit card (Visa, Mastercard, Eurocard, credit card) or bank transfer. In case of payment by bank transfer, no product reservation is made until payment is received.

5.2. For the Professional customer

All sales must be paid directly online by credit card (Visa, Mastercard, Eurocard, credit card) or bank transfer. In case of payment by bank transfer, no product reservation is made until payment is received.

5.3. Secure payment on the internet

When the Client pays by credit card, he/she is automatically directed to the Monetico secure payment server ensuring the confidentiality of the information provided.

The customer must authenticate to their own bank by providing a code or personal information. The transaction is only completed once the cardholder has validated it.

For maximum security and complete confidentiality, the information you provide on your credit card is not transmitted to us. In the event of payment failure, Gantois Industries is not informed of the cause.

6) PROPERTY RESERVES

As the payment is made in cash, the customer acquires ownership of the purchased property without any retention of title clause applying.

7) GEOGRAPHICAL AREA COVERED, DELIVERY AND RISK

7.1. Region of Delivery

GANTOIS INDUSTRIES delivers throughout mainland France, Belgium, Spain and Luxembourg. Deliveries cannot be made on weekends and holidays.

The products are delivered to the shipping address provided during the ordering process by the consumer customers and the company address or any other shipping address given by the business customers.

7.2. Delivery times

The delivery date given is indicative, ex-works.

We are committed to implementing all necessary means to respect the delivery dates.

In case of 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 customer after several appointment proposals.

Our deadlines are indicative. They depend on the availability of products and carriers, as well as the sequence of orders. However, in accordance with Article L138-1 of the Consumer Code, a maximum delivery time, which may not exceed 30 days from payment. After this period, the customer may cancel the order under the conditions of articles L138-2 of the Consumer Code.

In the event of termination, the customer will be reimbursed the full amount paid, no later than 14 days after the date on which the contract was terminated.

For customers, delays in delivery cannot give rise to damages, price discounts or the modification/cancellation of other pending orders.

7.3. Risk transfer

The transfer of risk takes place at the agreed delivery point (Incoterms DAP).

It is stipulated that delivery will be made on the property line. The carrier will not perform any handling (unloading) and installation operations. The Client will be responsible for the unloading, storage and installation of the products in its facilities. Delivery will take place Monday through Friday during the day and no specific time will be given. Only the carrier is allowed to decide on the most appropriate place of unloading. In the event that the available space prevents the unloading of the goods, the carrier reserves the right to cancel the delivery. In this case, the delivery costs will be borne by the Client. It will be up to the Client to contact us to set new terms and costs for the transport of the order.

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

8) RECLAMATIONS

8.1. Transport

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

If there is any visible damage (missing, deterioration, damage or other) recorded at the time of delivery of the products, the customer must take the goods after making comments on the delivery note, the detailed concerns must be confirmed in writing by registered letter with acknowledgement of receipt to the carrier within 3 (three) working days, excluding public holidays, after receipt of these products. The copy of the declaration must be sent to GANTOIS INDUSTRIES within 3 days (days) of delivery, excluding public holidays, and periods of closure of the company by email to the contact.web@gantois.com address.

Please note: if reservations are not provided in this way, we reserve the right to refuse the return, exchange or refund of the products. If the customer has signed the delivery note and has not made any specific reservations, the carrier and GANTOIS INDUSTRIES can no longer be held liable for any damage caused during delivery. The words "subject to unpacking" have no legal meaning and cannot relieve the customer of his duty to check the condition of the delivered product. If the driver does not give the customer time to check the condition of the product (quality and quantity), for whatever reason, it is imperative to specify this on the transport note with countersignature of the driver. In the absence of specific reservations on the delivery note, the product will be considered as correctly delivered.

8.2. Nonconformity

In the event of non-compliance with the order (quantity, nature, colours), the Client must inform GANTOIS INDUSTRIES within 3 (three) days by e-mail to the contact.web@gantois.com address . After this period, our products are deemed to be definitively compliant.

The customer may not unilaterally return goods without the prior written consent of GANTOIS INDUSTRIES.

In the event of non-conformity of an item sold validated by GANTOIS INDUSTRIES, it can be returned, exchanged or refunded. The products must be returned in the condition in which you received them with all the elements (accessories, packaging, etc.), accompanied by the invoice.

GANTOIS INDUSTRIES will organise the return.

GANTOIS INDUSTRIES reserves the right to contest any apparent damage found on the products returned by the Client.

After a qualitative and quantitative inspection without any remarks of the returned items, GANTOIS INDUSTRIES will issue a credit, exchange or refund.

Returns that do not comply with the above conditions cannot be exchanged, credited or refunded.

The provisions of this article do not prevent the customer from benefiting from the right of withdrawal provided for in article 9.

9) CONSUMER CUSTOMER'S RIGHT OF WITHDRAWAL

According to the provisions of Article L.121-20-12 of the French Consumer Code, the consumer customer has a period of 14 days upon receipt of the goods to exercise his right of withdrawal without any reason or without penalty costs.

Returns must be made in their original condition and packaging. In this context, the Client is liable. Damage to the product at this time may be such as to defeat the right of withdrawal.

Return shipping costs are the responsibility of the customer.

After exercising 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 as GANTOIS INDUSTRIES has recovered the goods in question. Otherwise, the refund will be delayed until the products are recovered in the original packaging. The refund will be made by the same means of payment as when the order was placed.

EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

According to the provisions of Article L. 121-20-12 II and L221-28-3 of the Consumer Code, the right of withdrawal does not apply to the supply of goods "made according to customer specifications" or "personalized" (decorative plates and metal fabric cut).

[Click here to download the online withdrawal form](#) to send it to us by mail with acknowledgment to the following address:

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

10) STANDARDS

We are ISO9001, EN9100, ISO14001 certified 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) LEGAL GUARANTEES

The products offered comply with French legislation.

Our products have the legal warranty against hidden defects as defined in articles 1641 and 1648 paragraph 1 of the Civil Code and that relating to compliance with the consumer customer as defined in articles L 271-5 and according to the Consumer Code.

12) RESPONSIBILITIES

The customer will be solely responsible for the consequences of the use of the ordered items.

GANTOIS INDUSTRIES cannot be held liable for damage resulting from defects and deterioration caused by natural ageing, an external accident or when the alleged defect is due to a wrong manoeuvre, negligence, modification of the product not envisaged or specified, misuse or inappropriate use attributable to the customer.

GANTOIS INDUSTRIES cannot be held liable for any inconvenience or damage resulting from the use of the Internet, including a break in service, external intrusion or the presence of computer viruses.

We cannot be held liable for:

- If the customer fails to comply with all or part of these terms and conditions of sale,
- In the event of an unforeseeable and insurmountable situation of a third party,
- In the event of force majeure recognized as such by case law.

13) PERSONAL DATA

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Gantois industries are protected in accordance with the General Data Protection Regulation (GDPR) all data that may arise from its contractual relationship with its customers or suppliers. Personal data is collected and processed to enable the execution of the sales contract between the customer and GANTOIS INDUSTRIES.

The data will be kept for the duration of the contract and 5 years after its end within the limits of the legal retention periods. Gantois Industries reserves the right to retain certain data for a longer period in the event of disputes.

GANTOIS INDUSTRIES does not sell any personal data resulting from this contract.

Data transfers can potentially occur because Gantois Industries uses IT tools from the American company Microsoft. The server on which the data from the website is stored is located in a data center in Canada.

However, Canada is subject to an adequacy of the European data protection regime with respect to commercial activities. Scope of these T&Cs.

When you make the payment with your credit card, Gantois Industries does not collect or process your bank details. This data is collected and processed by the bank, to find out more about the protection of this data please consult our bank's privacy policy "[Personal Data Protection Policy | CIC](#)".

Gantois Industries makes every effort to ensure the security of your data.

You have the right to access, rectify and limit the processing of your data, withdraw your consent and have the right to erasure or be forgotten within the limits of the established retention periods, which you can also find in our privacy policy.

For any recourse or question regarding the processing of your data, you can contact our DPO by email at: dpo@gantois.com

Or by post to the address: 25, rue des 4 frères Mougeotte, BP 307, 88105 SAINT-DIE-DES-VOSGES Cedex).

If you are not satisfied, you can file a complaint with the CNIL on <https://www.cnil.fr/fr/plaintes>.

You can find more details in our "[privacy policy on the Gantois Industries website](#)" :

- The identity of the data controller
- The nature of the data collected
- The purpose of the processing
- Retention periods
- Recipients
- Whether or not your personal data is transferred
- Your rights

14) APPLICABLE LAW AND COURT

For the Consumer Customer:

In the event of a dispute of any nature whatsoever, or a dispute relating to the general terms and conditions of sale of Gantois Industries, this dispute may be brought before the competent court under ordinary law. In accordance with Article L133-4 of the French Consumer Code, the customer has the possibility, in the event of a dispute, of conventional mediation or any other alternative dispute resolution.

For the Professional Client:

In the event of a dispute of any nature whatsoever, or a dispute relating to these general terms and conditions of sale, only the Commercial Court of Epinal will have jurisdiction.

French law governs sales made on the site in accordance with these terms and conditions of sale. In the event of a dispute, only the French courts are competent.

15) Updated

Gantois Industries reserves the right to update these terms and conditions of sale at any time.