

**GANTOIS INDUSTRIES** capital of € 4,000,000 whose registered office is located 25 rue des 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 where the Customer's possible 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 (hereinafter 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](http://www.gantois.com) (hereinafter 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, 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 waiver 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. Also we invite the customer to carefully read 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.

That GANTOIS INDUSTRIES does not prevail at a given moment of any provision of these Conditions of sales, can be interpreted as a waiver of the company 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 providing they are visible on the website and in stock.

If stock products become damaged affecting the current order (excluding goods made according to customer specifications or custom), we will provide the Customer 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 offer the Customer a product of equivalent quality, value at least equal to or more than the purchased product.

## **4) PRODUCT PRICES AND SHIPPING**

### **4.1 Price :**

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

These products are sold in European Union countries :

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

Charges are as displayed on the site at the time of order placement by the Client. Our order confirmation that the customer will receive after the registration of the order form the contract and fix 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 impact previous purchases

### **4.2 Delivery charges**

Orders including shipping costs will be charged to the Customer, 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).

The company GANTOIS INDUSTRIES reserves the right not to accept payment, and not to confirm an order for any reason, particularly if problems supply or for a legitimate reason taking the unusual nature of the order or regulation.

### **5.2 For Professional Client**

Orders are payable directly online without discount , unless otherwise agreed between the parties. The deadline agreed between the parties to settle the amounts due can not exceed forty-five days end of month or sixty days from the date of issue of the invoice (LME Act 04 August 2008, art L441-6 of the Code of trade).

No discount is granted for early payment.

If sold on a deferred payment, it must be made on the due date stated on the invoice by bank transfer or check. However direct online payment or a deposit may be requested from the Customer to order, depending on the Client guarantees or due to recurrent payment incidents.

Unless express prior consent is given by GANTOIS INDUSTRIES extension of the due date stated on the invoice any partial or total non-payment by the due date will result in :

- An automatic immediate request for payment of all amounts due by the Client, without notification.
- The application of delay penalties corresponding to the interest rate applied by the European Central Bank plus ten (10) percent (art L441-6 paragraph 3 of the Commercial Code) and increased in accordance with

Decree No. 2012-115 of October 2, 2012 resulting from the law 2012-387 of 22 March 2012, a lump sum of € 40 (forty euros) for recovery of costs.

We reserve the right to suspend or cancel any pending order the Client if we have serious reasons to fear of payment difficulties on the part of the buyer at the date of the order, or after it, or if the buyer does not have the same guarantees as to the acceptance of the order date, we can make acceptance of the order or the pursuit of his performance to a cash payment, a reduction in the payment period granted if necessary or to provide settlement guarantees our bills

### **5.3 Secure payment on the Internet**

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

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

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

## **6) PROPERTY RESERVE**

The transfer of ownership of the goods to the customer is suspended until full payment of the price in case of delayed payment.

GANTOIS INDUSTRIES retain ownership of the products until the full payment thereof under the conditions established by contract, even if the insolvency proceedings opened against the Professional Client, in accordance with Articles L624-9 and following of the French Commercial Code.

## **7) GEOGRAPHICAL AREA COVERED, DELIVERY AND RISK**

### **7.1 Delivery region**

GANTOIS INDUSTRIES delivers on the whole French metropolitan territory, in Belgium, in Spain and in Luxembourg. Deliveries can not be made on weekends and holidays.

Products are shipped subject to full payment by Customer to control or validation of the outstanding Customer by GANTOIS INDUSTRIES in case of delayed payment.

The products are delivered to the shipping address provided during the order process by domestic customers and HQ address or other shipping address given by business customers.

This period is indicative ex-factory basis.

### **7.2 Delivery times**

We are committed to implement all the means necessary to comply with delivery dates . Also, in the event of a delay in delivery out, we will notify the customer as soon as possible. GANTOIS INDUSTRIES can not be held responsible for late delivery due to the Carrier or the unavailability of the Client after several appointments proposals

#### **Customer Consumer:**

Our deadlines are indicative. They depend on the availability of products and carriers, as well as the order of commands. However and in accordance with Article L138-1 of the Code of Commerce, we are committed to a maximum delivery time, which can not exceed 30 days from the registration of the regulations. After this period, the Customer may cancel the order within the conditions of Articles L138-2 of the Consumer Code.

If resolution, the Consumer will be refunded the full amount paid, at the latest fourteen days of the date on which the contract was terminated.

**For Professional Clients**, delays in delivery can not give rise to damages, awards, retention, modification or cancellation of orders ongoing.

### **7.3 Risks**

Risk transfers take place at the agreed point of delivery (Incoterms DAP) for the Professional Client, delivery to the Customer consumer.

For the Customer consumer, delivery means the deposition of the product outside his home or in front of his building. No handling operation (including offloading) and installation will be performed by the carrier. The Consumer will be responsible for the offloading, storage and installation of products at home. 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. No unloading above an acceptable height is acceptable. In the event that the actual configuration of the place of delivery physically prevent the unloading of the goods, the carrier reserves the right to cancel delivery. Delivery costs will in this case be borne by the Consumer. It will be up to the Customer to approach us 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 his mailbox.

## **8) CLAIMS**

### **8.1 Transport**

It is the Customer to verify, upon receipt, quality and quantity of the goods delivered; it presupposes that the customer is present during the delivery.

If there is visible damage (missing, deterioration, damage, or other) recorded at the time of products being delivered, the Customer must take the goods after making comments on the delivery note and specific concerns confirmed in writing by registered mail with return receipt to the carrier within 3 (three) working days, excluding holidays, after receipt of such products. Copy of the statement addressed GANTOIS INDUSTRIES within 3 (days) after delivery, not including holidays, by email via the «Contact» page of the Site object «Claim transport».

**Warning:** if no comments are 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 for possibly damage caused during delivery. The words «subject to unpacking» has no legal significance and can not relieve the Customer of his duty of monitoring the state of the delivered product. If the driver does not leave time for the Client to monitor the status of the product (quality and quantity), for any reason, it is imperative to specify the transport slip and countersigned the driver. In the absence of specific reservations on the delivery note, the product will be considered delivered consistent.

### **8.2 Non-compliance**

In case of non-compliance with the order by GANTOIS INDUSTRIES (quantity, nature, colors), the Customer must inform in GANTOIS INDUSTRIES within 3 (three) days by electronic mail via the «Contact» page of the Site object «non-compliance complaint.» After this period, our products are deemed finally accepted.

No returns can be made unilaterally by the Customer without the prior written consent of GANTOIS INDUSTRIES. 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.

The removal will be done by GANTOIS INDUSTRIES.

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 verification of the returned items , any reversal of these accepted by GANTOIS INDUSTRIES entails the establishment of a credit or an exchange or refund.

Non compliant returns to the above conditions can be either an exchange or a credit or a refund.

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**

Line the provisions of Article L.121-21 of the Consumer Code, the Customer Consumer has a 14-day withdrawal

period from the receipt of goods to exercise his right of withdrawal without any reasons or to pay a 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 such as to defeat the right of withdrawal. Return fees are the Customer'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 INDUSTRIES GANTOIS recovered the goods in question. Otherwise, the refund will be delayed until recovery of the property unused and in 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 does not apply the supply of goods made to customer specifications or custom (decorative plates and Mesh Cloth Cutting).

Please download the form of retraction on the on-line site and to send us duly completed by mail with AR to the following address

GANTOIS INDUSTRIES SAS - Service Clientèle  
25 rue des Quatre Frères Mougeotte  
88100 Saint-Dié des Vosges

### **10) STANDARDS**

We are certified ISO9001 and EN9100 and we comply with French and European standards including compliance with dimensional tolerances and raw materials. [Click Here](#) to review these standards and recommendations for the use of our products.

### **11) STATUTORY WARRANTIES**

The products offered comply with French 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) RESPONSIBILITIES**

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

GANTOIS INDUSTRIES can not be held liable for damages resulting from defects and deterioration caused by natural wear, an external accident or when the alleged defect originates from a false move, negligence, modification of the product not envisaged nor specified, misuse or improper test attributable to the Customer.

Responsibility GANTOIS INDUSTRIES can not 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. Home About us Our responsibility can not be engaged when the Customer fails to comply, in part or in these Terms and Conditions, or in case of unpredictable and insurmountable a third party or in case of force majeure recognized as such by jurisprudence.

Finally, the Customer is entitled to GANTOIS INDUSTRIES damages allegedly attributed to him by a 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 concerning you can exercise by sending an email via the «Contact» page of the Site object «personal data».

#### **14) CONSERVATION ARCHIVING**

The filing of purchase orders is made on a reliable and durable support so as 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 General Terms and sales contracts GANTOIS INDUSTRIES, this dispute may be brought before the court under the common law. In accordance with Article L133-4 of the Consumer Code, the Customer has the opportunity to, 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 General Terms and sales contracts GANTOIS INDUSTRIES the Tribunal of Commerce Epinal is only qualified sales on the Site in accordance with.

These Conditions of Sale are governed by French law. In case of dispute, the French courts have jurisdiction.