



LA RÉFÉRENCE
EN DÉCOUPE JET D'EAU
ULTRA HAUTE PRESSION

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GENERAL SALES CONDITIONS

1 - GENERAL PROVISIONS

Except in the case of special agreements expressly accepted by us in writing, all the supply agreements for our products are governed without exception by the general conditions indicated below.

Any order will by right require the client comply with these general conditions.

2 - ORDERS

Any change or cancellation will only be accepted within 24 hours of receipt of the order form on a commercial letterhead. The contract is definitively entered into only after the express acceptance of the order. The commitments undertaken by our agents and representatives shall be binding upon us only after confirmation by the company.

3 - PRICE

The validity of our prices is limited to one month as from the date of the written proposal.

These prices are established according to the economic conditions of the day on which the proposal was made or the date of registration of the order. These may be revised depending on changes to official indices and raw material prices.

4 - DELAY

The delivery times indicated in our order confirmations do not take into account elements beyond our control. However, we will undertake all necessary means to respect them. Any possible delays will not cause cancellation of the sale, rejection of the order or claims for damages.

5 - TRANSPORTATION (EXCEPT MACHINE DELIVERY)

Our goods are sold ex works and are transported at the risk and danger of the buyer, regardless of the mode of transport or payment method of transport (free or due).

While our products are insured at their true real value by us on your behalf, it is imperative that the condition of the goods be checked upon receipt in the presence of the carrier, in order to notify any damaged or missing items* on the delivery note if necessary. These reservations will be noted on the delivery note within 48 hours, by registered letter with acknowledgment of receipt and a copy of the reservations letter sent to us within the same period.

* NB: the note "subject to unpacking" is never taken into account by insurance companies.

6 - ACCEPTANCE OF THE GOODS

Any complaint about our products must reach us eight days after reception at the latest, by registered letter with acknowledgment of receipt, in order for it to be examined.

In all cases, our responsibility cannot exceed the replacement of the goods or service considered defective.

7 - CONDITIONS DE PAYMENT

1st business: payment in advance by check or banque transfer then 30 days end of month on the 15th by transfer for the following business.

8 - COMPETENT JURISDICTION

Any difficulties arising out of this pre-contract or its consequences will be the exclusive jurisdiction of BAR LE DUC's Commercial Court, regardless of the general conditions of purchase that may otherwise be included.

Initials :
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9 - CLAUSE OF RETENTION TITLE

LDSA retains ownership of the selling goods until effective payment of full price which includes the principal and accessory are made. The simple submission of payment title does not constitute an effective payment within the meaning of clause. The debt owned to LDSA by the client subsists with all the guarantees related thereto [including reservation of title] until said commercial paper has actually been paid. In the event of non-payment or late payment, LDSA has the right to take back the goods. In the event of seizure or any intervention by a third party on the goods, the customer must inform LDSA without delay by registered mail or by fax with acknowledgment of receipt. The purchaser is prohibited to sell the goods or to give them as a pledge before full payment had been made. Any late payment generates a penalty at the minimum rate of one and a half times the legal interest rate.

10 - PROTECTION OF PERSONAL DATA

In accordance with Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the Seller sets up a processing of personal data which purpose is to sale and to deliver the products and services defined in this contract.

The Buyer is informed of the following:

- the identity and contact details of the controller and, where applicable, of the representative of the controller: the Seller, as indicated at the top of these GCS;
- the contact details of the data protection officer: contact@lds-france.com
- the legal basis of the processing: according to article L123-22 of the Commercial Code, 10 years.
- the recipients or the categories of recipients of the personal data, if they exist: the data controller, department in charge of marketing, the department in charge of IT security, department in charge of sales, delivery and ordering, subcontractors involved in delivery and sales operations as well as any authority legally authorized to access personal data in question.
- no transfer outside the EU is planned
- the retention period of the data: the period of the commercial prescription, according to article L123-22 of the Commercial Code, 10 years.
- the data subject has the right to request from the controller access to personal data, the rectification or erasure thereof, or a limitation of the processing relating to the data subject, or the right to oppose the processing and the right to data portability.
- the data subject has the right to lodge a complaint with a supervisory authority.
- the information requested during the order is necessary for the establishment of the invoice (legal obligation) and the delivery of the goods ordered, otherwise the order cannot be placed.

No automated decisions or profiling are implemented through the ordering process.

For more information on the subject, you can consult the CNIL website: <https://www.cnil.fr/>

Made in _____, the
To the customer
The Legal Manager:

SIGNATURE and STAMP

Preceded by the handwritten mention "read and approved"