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# GENERAL TERMS AND CONDITIONS OF SALE

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## **GENERAL TERMS AND CONDITIONS OF SALE Ref 2021/01**

### **1- GENERAL CLAUSE**

Sales of all our products, small, low-voltage electrical equipment, compliant with current standards, are subject to these general terms and conditions of sale.

### **2- ORDERS**

Orders are valid after we have accepted them.

An order is final unless we cancel it within 5 working days of receipt.

### **3- DELIVERY TIMES AND MINIMUM ORDER**

We endeavour to respect the specified delivery times. These are only provided for guidance, however.

Thus any delay in delivery, or should delivery be impossible, for any reason whatsoever, will not be subject to compensation, damages or interest charges.

### **4- TRANSPORT**

Our shipments are made by courier or by parcel post, depending on size, carriage free for orders exceeding € 150 ex tax, (only) for mainland France, or carriage paid depending on the order (e.g., except for French overseas dominions and territories, Corsica, export).

### **5- LOSSES AND DAMAGE**

Goods are shipped at the carrier's risk, and the recipient must check the condition of the goods on receipt.

In the event of loss or damage, full, accurate, written accounts must be noted on the carrier's delivery note and confirmed by registered, signed-for letter within forty-eight hours.

### **6- PRICE**

All prices are shown net of tax. They are invoiced based on the price list valid on the date of the order, plus VAT at the current rate. Orders to the value below the carriage free amount are delivered carriage paid.

### **7- CONDITIONS OF PAYMENT**

Payments are made to the supplier's address, shown on the invoice.

They may be made by cheque, promissory note or bank transfer, on receipt of invoice.

PAYMENT PERIOD: On agreement with MODUL Distribution. The maximum period allowed is: 45 days, month end.

No discount is provided for early payment.

Any delay in payment will lead to a fixed charge for recovery costs of 40 € (Order 2012-1115, 02/10/2012), as well as a penalty charge of 1.3% per month beginning eight (8) clear days after the date of invoice.

### **8- PENALTY CLAUSE**

If the debtor's insolvency obliges us to take legal means to recover sums owing, these will be subject to the above interest charges on arrears, with a penalty clause imposed set at 20% plus legal costs for the principal sum and the interest owing.

### **9 - RETENTION OF TITLE**

Transfer of ownership of the goods delivered is subject to full payment for these on the part of the purchaser. Consequently, if the purchaser defaults on payment to us, we explicitly reserve the right to recover any goods in the former's possession.



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## 10- EXCHANGE OR RECOVERY OF GOODS.

No goods may be returned unless previously agreed with our Company.

([s.malat@modul.com](mailto:s.malat@modul.com))

Our general Conditions of Returns explain the procedures for returns, available on our website [www.modelec.com](http://www.modelec.com), or on request.

## 11 - ASSIGNMENT OF JURISDICTION

Any dispute relating to our sales, even regarding claims under warranty, or where there are multiple defendants, in the absence of an amicable settlement, will be subject to the exclusive jurisdiction of the Versailles Commercial Court.

## 12- CONFIDENTIALITY

Designs, plans, drawings and documents which we provide or send remain our property; the purchase may therefore not disclose them to third parties for any reason whatever.

## 13- PARTICULAR CONDITIONS

When an agreement is made with the purchaser, it forms the particular conditions which modify or supplement these general terms and conditions.

## 14- AUTOMATIC CANCELLATION CLAUSE

If either party fails to meet its obligations, this contract will be automatically cancelled to the benefit of the other party, without prejudice or damages being available for claim by the defaulting party.

The cancellation will be effective 7 days after due warning sent remains without response.

## **GENERAL CONDITIONS OF WARRANTY Ref: CGG-2021/01**

All products distributed by MODUL Distribution are guaranteed according to the terms of the law "Obligatory legal warranty". This warranty provides for repair, replacement or reimbursement for the faulty item, for 2 years from the date of purchase (on presentation of the invoice). This is a warranty covering all faults in compliance already present on the date the product is delivered.

### **A compliance fault is involved in the following situations:**

- The item is unsuitable for the use normally expected for a similar item (for instance, a product usually designed to run on a battery has to be plugged into the mains, repeated faults, missing functions, etc.).
- The item does not match the description given by the seller, even though it works perfectly well.

For instance, the colour does not match the model shown.

- The item does not have the qualities declared by the seller or agreed with you (for instance, a suction hood, described as being especially quiet, proves to be noisy).

### **Faults may come from:**

- The item itself,
- The labelling,
- The fitting instructions,
- From the installation when it has been carried out or arranged by the seller, at the latter's responsibility.

### **However, the guarantee of compliance does not apply if:**

- You were aware of the fault at the time of purchase.
- You could not ignore the fault at the time of purchase (for instance, if the seller told you about it).
- The fault results from materials you have supplied or added (for instance, if you fitted an unsuitable battery into one of your electronic devices).

If a fault is found on a MODUL Distribution product, please contact us ([modelec@modul.com](mailto:modelec@modul.com)) so we can analyse the fault. Following our agreement, we will ask you to return the product in question to us, and we will replace it for you (please add a photo to help in understanding the problem).

