



LEGAL NOTICE HCS-EUROPE.FR

Company name: HCS EUROPE

SARL with capital of: € 7,500

Head office address: 93 CHEMIN DE LA DENT DE CROLLES - 38920 CROLLES - France

Represented by Mr. Eric Lana in his capacity as Manager

Registered with the RCS of Grenoble under the SIRET number: 901 287 599 00012

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Éric Lana
CEO

GENERAL CONDITIONS OF SALE HCS EUROPE

Terms of Sales

ARTICLE 1 - PURPOSE AND SCOPE

1.1 Any order of products implies the unreserved acceptance by the buyer and his full and complete adherence to these general conditions of sale which prevail over any other document of the buyer, and in particular over all general conditions of purchase, unless otherwise agreed. express and prior derogation of our company.

1.2 These general conditions of sale apply to all sales of products by our company unless there is a specific agreement prior to the order agreed in writing between the parties. Consequently, the placing of an order by a customer entails the latter's unreserved acceptance of these general conditions of sale, except for special conditions granted in writing by our company to the purchaser.

1.3 Any document other than these general conditions of sale and in particular catalogues, prospectuses, advertisements, notices, has only informative and indicative value, not contractual.

ARTICLE 2 - PRICE

2.1 Our prices are set by the price list in force on the day the order is placed or on quotation. They are always exclusive of tax.

2.2 HCS EUROPE reserves the right to deliver quantities of more or less 5% without this being able to entail any legal consequences.

2.3 Our prices are established ex our warehouses, postage not included, except prior express agreement agreed with the customer. The fact that the dispatch is carried out "free" or that the seller or a commission agent has carried out, on behalf of the customer, the dispatch of the order does not in any way modify the above rules and the effects attached to the date of the provision of the goods. They are calculated net, without discount, and payable when ordering.

2.4 Unless otherwise agreed, delays in delivery do not lead to cancellation or modification of the contract. They cannot give rise to damages. The penalty clauses appearing on the commercial papers of our customers are unenforceable against us.

2.5 The execution times appearing in an order are accepted by our company and only bind it under the following conditions: compliance by the customer with the conditions of payment and payment of installments, timely supply of technical specifications, absence delay in studies or preparatory work, absence of force majeure, social, political, economic or technical events hindering the operation of our factories or their supply of components, energy or raw materials.

ARTICLE 3 - TERMS OF PAYMENT

3.1 Payment. Our invoices are payable on the due date shown therein by check or bank transfer. Only the actual collection of drafts or LCR will be considered as full payment within the meaning of these general conditions of sale.

3.2 Non-payment.

3.2.1. Any amount including tax not paid on the due date will give rise to the payment by the customer of penalties set at three times the legal interest rate. These penalties are payable automatically and will automatically be debited from the customer's account. Obs: No reminder or formal notice are necessary to run the late penalties.

3.2.2. In addition, our company reserves the right to seize the competent court so that it puts an end to this non-performance, under daily penalty for each day of delay.

ARTICLE 4 – RETENTION OF OWNERSHIP

4.1 the transfer of ownership of our products is suspended until full payment of the price thereof by the customer, in principal and accessories, even in the event of the granting of payment terms. Any contrary clause, in particular inserted in the general conditions of purchase, is deemed unwritten, in accordance with article L.624-16 of the commercial code. On the other hand, the risks are transferred to the customer, including during transport.

4.2 by express agreement, our company may exercise the rights it holds under this retention of title clause, for any of its claims, on all of its products in the possession of the customer, the latter being conventionally presumed to be those unpaid, and our company may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to rescind sales in progress.

4.3 the buyer is authorized, within the framework of the normal operation of his establishment, to resell the goods delivered. But he can neither pledge them nor transfer ownership as collateral. In the event of resale, the buyer undertakes to immediately pay our company the part of the price remaining due.

4.4 in the event of resale, the buyer undertakes to notify our company immediately so that it may exercise its right to claim the price against the third party purchaser. The resale authorization is automatically withdrawn in the event of receivership or judicial liquidation.

4.5 the buyer is authorized within the framework of the normal operation of his establishment to transform the goods delivered. In the event of transformation, the buyer undertakes to immediately pay our company the part of the price remaining due.

4.6 the buyer already assigns ownership of the object resulting from the transformation in order to guarantee the rights of our company provided for in paragraph 1. In the event of seizure or any other intervention by a third party, the buyer is required to immediately notify our company; the conversion authorization is automatically withdrawn in the event of reorganization or judicial liquidation.

ARTICLE 5 - ATTRIBUTION OF JURISDICTION

The election of domicile is made by our company, at its head office. Any dispute concerning the application of these general conditions of sale and their interpretation, their execution and the sales contracts concluded by our company, or the payment of the price, will be brought before the commercial court of the registered office of our company. , namely the commercial court of grenoble, regardless of the place of order, delivery, and payment and the method of payment, and even in the event of a warranty claim or multiple defendants.

ARTICLE 6 - WAIVER

The fact that our company does not avail itself at a given time of any of the clauses hereof cannot constitute a waiver to avail itself of these same clauses at a later date.

ARTICLE 7 - APPLICABLE LAW

Any question relating to these general conditions of sale as well as to the sales they govern, which would not be dealt with by these contractual stipulations, will be governed by French law to the exclusion of any other right, and on a supplementary basis, by the Vienna Convention on the International Sale of Goods.