



Terms and Conditions

1. OUTLINE

- 1.1 These Terms and Conditions apply to the supply of all Goods by us to you from the date that you accept these Terms and Conditions. You accept these Terms and Conditions when you submit an Order.

2. QUOTES AND ORDERS

- 2.1 You may request a Quote from us relating to the potential supply of Goods.
- 2.2 We may provide to you a Quote relating to the potential supply of Goods, which may include the price and quantity of the Goods proposed to be supplied by us and other relevant details as necessary.
- 2.3 If our Quote is acceptable to you, you may place an Order for each supply of Goods, subject to clause 2.4.
- 2.4 All Orders are subject to our review and acceptance, which we may withhold in our absolute discretion and are subject to clause 2.5.
- 2.5 If an Order is not placed with us within 14 days of the date of the Quote, the details provided to you in the Quote may be subject to further written confirmation by us in our absolute discretion.
- 2.6 Unless otherwise agreed by us in writing only, we will not be bound by any conditions added by you in an Order (express or implied).

3. PRICE

- 3.1 Unless otherwise agreed to in writing by us or by an authorized representative, subject to this clause 3, the price charged and payable for the Goods shall be the price in Euros at the date we accept the Order, together with any applicable charges and delivery costs in relation to the Goods.
- 3.2 Prices contained in any Quote or Order for the supply of Goods are based on the cost prevailing at the time of the Quote or Order. We reserve the right to vary the price if:
 - a) there is any movement in the cost of supplying the Goods specified in your Order; or
 - b) if the Goods specified in your Order are different from the Goods specified in our Quote,and we provide you reasonable notice of any such variation of price.

4. PAYMENT

- 4.1 Payment of 100% of the Order amount (unless otherwise agreed in writing) shall be pre-paid on the day the Order is accepted by us.

- 4.2 Unless otherwise agreed in writing, we will issue you an Invoice upon delivery of the Goods specified in your Order accepted by us.
- 4.3 All Payments are to be made to us by direct credit to the bank account nominated by us, by bank-to-bank wire transfer or credit card (Visa or Mastercard only) or cheque (only in France) or as otherwise agreed by us in writing.
- 4.4 We may recover from you any costs we incur in the collection of Payment of any Invoice/Order.
- 4.5 You may not set off against any Payment any claims which you may have against us.

5. DEFAULT INTEREST

- 5.1 If you fail to make a Payment when it is due, we shall, in addition to all other rights and remedies available under these Terms and Conditions at law or in equity, be entitled to charge Default Interest at the rate of 4% per annum plus the interest rate set by the Banque de France.
- 5.2 Default Interest pursuant to clause 5.1 shall be:
 - a) payable on demand; and
 - b) calculated daily from the date Payment was due to the actual date that the Payment is made in full.
- 5.3 Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

6. SUSPENSION AND CANCELLATION

- 6.1 If as a consequence of an instruction from you, we delay or suspend (but not cancel) an Order or any part of an Order for a period of 3 days or more, we may:
 - a) request the payment in full for all work in progress relating to the relevant Order at the time of suspension; and/or
 - b) vary the price for the uncompleted portion of the relevant Order.
- 6.2 You may not cancel an Order, or any part of it, without our written consent, which may be withheld in our absolute discretion.
- 6.3 Without prejudice to our right to refuse consent for you to cancel an Order under clause 6.2, as a condition of giving such consent we may require that you pay any and all costs reasonably incurred by us in relation to the cancelled Order or the cancelled part of the Order plus a reasonable profit to the date of cancellation.
- 6.4 We may in writing cancel an Order or delivery of an Order without liability to you (save as required by relevant laws) if:
 - a) we reasonably form the opinion that you are insolvent or at material risk of insolvency;
 - b) you fail to pay any amount for the Goods on the due date; or
 - c) we reasonably form the opinion that supplying Goods to you may have a negative impact upon our business or commercial reputation or image.

7. DELIVERY AND RISK

- 7.1 We, by our nominated carrier or otherwise, will deliver the Goods to the place nominated by you or as otherwise agreed.
- 7.2 Delivery shall take place upon delivery of the Goods to you, your agent or nominee or to a carrier commissioned on your behalf as applicable at the place specified by you or as otherwise agreed.

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- 7.3 We will charge you the cost of delivering the Goods to you.
- 7.4 We reserve the right to make deliveries in installments and these Terms and Conditions shall be severable as to such installments.
- 7.5 We will use reasonable efforts to deliver the Goods to you by the date and to the place specified by you. Without limiting clause 10 (Exclusions and Limitations), we shall not be liable for late delivery or delay in delivery.
- 7.6 The risk in the Goods shall pass to you upon placement of the Goods onto our nominated form of transport for delivery to you.
- 7.7 If requested by us, you shall from the delivery date until we have received Payment for all Goods in full, insure the Goods for their full replacement value and provide to us upon our request evidence of such insurance.

8. DEFECTS AND RETURN OF GOODS

- 8.1 This clause 8 is subject to clause 10 (Exclusions and Limitations), clause 11 (Statutory Rights) and any other statutory or legal right whether under these Terms and Conditions or otherwise.
- 8.2 You may only return the Goods if:
 - a) they do not materially comply with the Order; or
 - b) if permitted by law.
- 8.3 If you wish to return any Goods delivered to you, you must give to us:
 - a) notice within a reasonable time of your receipt of the Goods; and
 - b) the original Invoice details.
- 8.4 If we accept the return of Goods from you, we will at our option either:
 - a) replace the returned Goods; or
 - b) give a credit or a refund for such Goods.
- 8.5 Costs relating to the return of Goods under this clause 8 are payable:
 - a) if the defect is due to us, by us and to be transported by our nominated carrier; or
 - b) otherwise, by you.
- 8.6 You shall bear any expense of transportation of Goods returned to us, unless you have a statutory or other legal right that permits otherwise.
- 8.7 You may not withhold any payment due to us in respect of any other Goods pending the resolution of a claim for a defect.
- 8.8 We will not accept notifications under clause 8.3 in the event of your non-payment of an account.
- 8.9 If the Goods are damaged in the course of being delivered to you:
 - a) you must notify us of any claim for Goods damaged in transit within a reasonable time of delivery; and
 - b) subject to our acceptance of your claim under this clause 8, we will replace the relevant Goods.

9. EXPRESS WARRANTY

- 9.1 We warrant that the Goods are supplied free from defects in material and workmanship except such defects as normally being regarded as being commercially acceptable.
- 9.2 The Goods shall be covered by this Warranty for a period of 1 month from the date of delivery unless otherwise stated in writing.

- 9.3 You may make a claim under this Warranty by providing us notice in writing to our address specified in clause 9.1 containing a reasonable description of the defect in the Good(s) and photos.
- 9.4 We will during the Warranty period and subject to clause 9.6, replace the Goods which our examination shows to be defective.
- 9.5 Our obligations under this Warranty are limited to furnishing a replacement to replace any product which has proven to have been defective.
- 9.6 You will be liable for all transport charges incurred in returning defective products for replacement together with the cost of returning them to you. An invoice for such transport charges will be provided upon returning the relevant Good(s) to you which will be payable in accordance with these Terms and Conditions.
- 9.7 A replacement part supplied by us during the warranty period shall be covered by the warranty for the unexpired portion of the warranty period which covered the original Goods.
- 9.8 The benefits to you given by this Warranty are in addition to your other rights and remedies under the relevant laws.
- 9.9 This Warranty against defects is provided in addition to other rights and remedies you may have at law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. You are entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10. EXCLUSIONS AND LIMITATIONS

- 10.1 The exclusions and limitations in this clause 10 are subject to clause 11 (Statutory Rights).
- 10.2 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms and Conditions, that are not contained in it, are excluded to the fullest extent permitted by law
- 10.3 Any liability arising in relation to Goods the subject of your Order or that we supply to you, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.
- 10.4 No warranty is given and we will not be liable for:
a) alterations to Goods for which we are not responsible;
b) damage or failure caused by unusual or non-recommended use or storage of the Goods; or
c) loss caused by any factors beyond our control; and
- 10.5 We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms and Conditions).
- 10.6 Our total liability for breach of these Terms and Conditions or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:
a) the replacement of the Goods or the supply of equivalent Goods;
c) the payment of the cost of replacing the Goods.

11. STATUTORY RIGHTS

- 11.1 No restriction: Nothing in these Terms and Conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by French law, statute or regulation which cannot be lawfully excluded, restricted or modified.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in and relating to the production, development and supply of the Goods will remain our property and will not be disclosed to any other person by you without our prior written consent.
- 12.2 You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent.

13. DISPUTE RESOLUTION

- 13.1 A party must not start court proceedings in respect of a Dispute unless it has complied with this clause 13.
- 13.2 A party claiming that a Dispute has arisen must notify each other party to the Dispute giving details of the Dispute.
- 13.3 During the Initial Period after a notice is given under clause 13.2 each Disputant must authorize a representative to use their best efforts to resolve the Dispute.
- 13.4 If, in relation to a Dispute, a Disputant breaches any provision of clauses 13.1 to 13.3, each other Disputant need not comply with clauses 13.1 to 13.3 in relation to that Dispute.

14. GENERAL

- 14.1 Indemnity: You shall indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms and Conditions.
- 14.2 Termination: If a Default Event occurs:
 - a) we may, without limiting any other right we have under these Terms and Conditions, terminate any outstanding Order and any contract for the supply of Goods to you; and
 - b) all Payments and any other money under these Terms and Conditions becomes immediately payable.
- 14.3 Lawful purpose: You shall ensure that the Goods are used only for lawful purposes and in accordance with any applicable laws.
- 14.4 Binding: These Terms and Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.
- 14.5 Time of the essence: Time shall be of the essence in relation to any date or period under these Terms and Conditions.
- 14.6 New Terms and Conditions: If we adopt new terms and conditions for the sale of Goods from time to time:
 - a) you will be given written notice if you are a Customer at the relevant time; and
 - b) they will apply to the supply of Goods after you accept such new terms and conditions.
- 14.7 Variation: We may vary these Terms and Conditions by providing you 5 days written notice.
- 14.8 Force Majeure: If a Force Majeure Event occurs, we may:
 - a) totally or partially suspend any Order, any part of an Order or any deliveries relating to an Order during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and
 - b) elect to extend at our discretion the period for performance of an obligation under these Terms and Conditions as is reasonable in all the circumstances.
- 14.9 Severability: Each clause in these Terms and Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 14.10 Waiver: No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 14.11 Governing law: These Terms and Conditions shall be governed by the laws of France.

15. INTERPRETATION AND DEFINITIONS

- 15.1 Personal pronouns: Except where the context otherwise provides or requires, the terms we, us or our refer to the Company; and the terms you or your refers to the Customer.
- 15.2 Defined terms: In these Terms and Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

Company means ABCDaires SARL.

Customer means any person or entity that places an Order with us and agrees by conduct or by virtue of notice or otherwise to be bound by these Terms and Conditions, including any related company, related party, officer and authorized person of the relevant person.

Default Event means any one of the following events:

- (a) you fail to make any payment when due, whether for the Goods or otherwise;
- (b) Winding Up commences against you;
- (c) a receiver is appointed to you;
- (d) you become insolvent, bankrupt or commit an act of bankruptcy;
- (e) proceedings are commenced or an application is made for the appointment of any persons listed in items (b) to (e) above; or
- (f) a mortgagee or their agent enters into possession of your assets.

Disputant means a party to a Dispute.

Dispute means a dispute arising out of or related to these Terms and Conditions.

Force Majeure Event means circumstances beyond our reasonable control shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labor or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, or loss or damage to Goods in transit.

Goods means goods sold by the Company from time to time.

Initial Period means the 14 day period after a notice of a Dispute is given under clause 15.2.

Invoice unless otherwise agreed means the invoice issued upon the shipping of the Goods specified in the Order accepted by us.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trademarks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights

and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognized in the future.

Local Currency means the local currency of the Customer as agreed at the time of Order (for example, Euro in France and other EU countries, Pounds sterling in the United Kingdom and US Dollar for the USA).

Material means any material in which you have Intellectual Property Rights provided by you for use by us in the production, development and supply of the Goods to you.

Order means an order for Goods in writing received by us.

Payment means payment of any amount relating to Goods in accordance with these Terms and Conditions.

Quote means a quotation by us for the supply of particular Goods containing details as specified in clause 2.2.

Winding Up means commencing to be wound up, or suffering a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed.

Contact

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