

Egger brands and products

The brands of the sold products and their variants remain the exclusive property of the company "Egger Retail Products France S.A.S." hereinafter "Egger", and may not be used, except for the promotion of the products, without the express authorization of Egger.

General terms and conditions of business

Article 1 – General provision

Every order implies for the Client that he accepts these general terms and conditions of business without any reserves, notwithstanding the contrary clauses that might appear on the purchase orders or the correspondence of the Client.

Article 2 – Products

Egger reserves the right to modify or cancel the models defined in its notes, flyers, samples, catalogs or tariffs without prior notice, without the client being thus entitled to any damages and without any obligation to replace the products previously delivered or ordered.

The products must be used according to the instructions of Egger and, more generally, to state of the art rules and the applicable regulations.

Article 3 – Orders and confirmation of orders by Egger

The Clients' orders are only definitive once they have been accepted by Egger in writing. The notes, flyers, samples, catalogs or tariffs are only provided for information and cannot in any case be considered as binding proposals.

The orders passed orally or by telephone by our agents do not constitute an engagement from our side unless they are confirmed in writing.

For all orders, the quantitative tolerances accepted in advance are of more or less 10%.

Article 4 – Modification of orders

Any modification of an order leading to an addition or withdrawal of products in stock and available on the concerned site is possible until the day before delivery before eleven o'clock latest.

For all other products, no modification is possible beyond 48 hours after the confirmation of the order.

Article 5 – Deliveries

The delivery of the products can only occur if the Client is up to date with his payments to Egger.

The deliveries are made depending on the possibilities of Egger, which reserves the right to make partial or global deliveries.

The delivery deadlines are only mentioned for guidance and do not entitle anybody to complaints, damages, penalties or cancellation of the order for delay. All products travel at the peril of the Client, regardless of the amount and the method of transport used, even in case of a CPT sale.

Any reserve or objection with respect to the compliance or the condition of the delivered products must be mentioned on the bill of lading (CMR) and the delivery slip, signed by the driver and confirmed by registered mail with receipt sent to the carrier with a copy to Egger within 3 working days from the reception of the product.

If these conditions are not fulfilled, the products are considered as compliant, and no subsequent complaint will be taken into consideration.

Article 6 – Guarantee

The Client may not invoke Egger's obligations of guarantee against hidden flaws.

Article 7 – Return of Products

No return of products may be effected by the Client without the prior written approval of Egger.

A complaint by the Client does not suspend the payment of the concerned products.

In case of an accepted return, Egger will credit the client after a quantitative and qualitative verification of the replacement value of the products, excluding any indemnity.

Article 8 – Tariff - Price

The products and any additional service are invoiced at the tariff valid on the day of delivery and payable to Egger's head-office according to the modalities mentioned on the invoice.

Egger can modify its tariffs any time without prior notice and without incurring any liability.

Article 9 – Payment terms

The invoices are payable according to the terms mentioned on the invoice and to the effective Law, latest after 45 days to the end of the month.

In case of any sum still unpaid at the due date, the Client must pay penalties fixed at three times the legal interest rate.

In pursuance of the ordinance 2012-1115 dated 2nd of October, 2012, a punitive damage payment for collecting charges of an amount of EUR 40,- will be invoiced for any delayed payment.

Except in case of a derogation agreed between the parties in a mutual agreement, the failure to make a payment when due makes all invoices which are not yet due immediately payable.

In case of a first order or depending on the solvency of the client, we reserve the right to send off the products only after payment, to demand cash payment or to reduce the payment deadline.

Article 10 – Disposal of receivables

According to the legal provisions, Egger is free to dispose of any receivables held against the Client, and thus, any prohibition of disposal of receivables included in the orders, general terms and conditions of business or of purchase or in any other document issued by the Client is unenforceable against Egger.

Article 11 – Retention of title

The transfer of title to the products is suspended until the complete payment of the invoices.

Until they are paid, the products remain the full and exclusive property of Egger, the Client, however, bears all the risks.

In case of payment default, Egger reserves the right to take the products back. The products in stock are considered the ones that have not been paid for.

Article 12 – Force majeure

In a case of force majeure, the contract between Egger and the Client is legally suspended without entitlement to any indemnity. Will be considered as force majeure, in addition to the cases admitted by French Law, all situations out of the control by Egger, especially, but not limited to, supplying and carriage difficulties, strikes and social conflicts, fire, natural disaster, etc.

Article 13 – Place of jurisdiction

To these general terms and conditions of trade the French law shall apply, excluding of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising with regard to the execution or the interpretation of these general terms and conditions of business is the Commercial Court of Tours.