

Brands and Products from Egger

The brands below and their variations remain the property exclusive of the company "Egger Panneaux & Décors S.A.S.", hereinafter called "Egger", and can not be used, in addition to the product promotion, without the express permission of Egger: Eurospan - Eurodekor - Eurolight

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, catalogues or tariffs without prior notice, without the client being thus entitled to any damages and without any obligation to replace the products previously delivered. For the ordered products that cannot be delivered, Egger will offer to the Client either the cancellation of the order without costs or the replacement of the products.

The products must be used according to the instructions of Egger and, more generally, to state of the art rules and the applicable regulations. The Client is responsible for informing Egger about the restrictions and special uses of the products.

Article 3 – Orders and confirmation of orders by Egger

The Clients' orders are only definitive once Egger has accepted them in writing. The notes, flyers, samples, catalogues 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 with the agreement by Egger in writing.

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 Egger (DAP), regardless of the amount and the method of transport used, except in case of a FCA 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.

In case the Client is picking-up the products, the mentioned pick-up date is binding. Egger may invoice storage costs.

Article 6 – Guarantee

Egger guarantees the conformity of the products being ordered. Eight days after delivery of the products and without any notification of non-conformity within this time, the products will be deemed to be compliant.

Egger undertakes to guarantee its products for a period of three months after delivery against hidden flaws. Without any notification by the Client with any evidence within the above mentioned time frame, the products will be deemed to be compliant.

In any case, the guarantee may neither be extended to visible flaws which should have been noticed at delivery nor to damages caused by defective tools nor to damages caused by shocks, wrong executions or wrong use of the products.

All notifications shall be sent by registered letter with reply advice.

In case of timely notice of claims, Egger is obliged to provide replacement or to reimburse the Client, excluding all other claims. Egger has no responsibility for any directly or indirectly accidents caused by defect products. The guarantee does not cover the consequences of immobilization of the products. The guarantee excludes all damage compensations, regardless of the reason. During the guarantee period, Egger will be free of any obligations:

- if the Client failed to inform Egger about defects or hidden within the above mentioned time frame;
- if the Client authorises himself the correction of the defects by a third party without the agreement of Egger.

In case of delayed payments, Egger's guarantee will be adjourned until the due sums have been paid and without any extension of the guarantee which begins at the date of the delivery of the products.

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 order and payable to Egger's head-office according to the modalities mentioned on the invoice.

Egger can modify its tariffs via e-mail or any other written form of communication with a notice term of one month and without incurring any liability.

The conditions for discounts are indicated in percentage of the public tariff and depend on the type of products sold and on the criteria of quantity and/or quality as defined in the special sales agreement.

Concluded special agreements are exclusively for the named addressees, are strictly confidential and may not be communicated under any circumstances.

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.

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. Egger reserves the right to suspend deliveries of ordered products.

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.

→ For any settlement prior to 14 days, the discount will be 1.5%.

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.

The previously mentioned terms do not impede the transfer to the Client of the risks of loss or destruction of the products, which are under retention of title as well as the damages that may be caused. Until the complete payment, the Client engages himself to ensure at his costs the proper storage, the maintenance and the individualisation of the sold products. Consequently, the Client will not give in pledge and engages himself not to award a real right on the products. The client has to protest with all legal measures to all pretensions of any rights by third parties by attachment, seizure or any other similar procedure and has to inform Egger accordingly. If the Client is not owner of the location in which he exercises his activity, he has to inform the leaser about the legal situation of the sold products and to furnish evidence of the accomplishment of this formality to Egger.

Article 12 – Egger Brands and Products

The brands mentioned below and their variants remain the exclusive property of Egger, and may not be used, except for the promotion of the products, without the express authorization of Egger: Eurospan® - Eurodekor® - Eurostrand® - Eurolight®. The conditions for the use of the brands and of photos of EGGER are defined in the General Terms of Using of the brand EGGER which are available on our homepage www.egger.com.

Article 13 – 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, the restriction of access etc.

Article 14 – 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 Dax, [this also in case of plurality of defenders or in case of guarantee processes].