

Objet : Informer le client de nos conditions générales de vente

Article 1 - Purpose and scope

The purpose of this contract is to define the general conditions of sale of products, services and online commerce (www.leduc-sa.com) offered by the company LEDUC SA, 274 rue du Maréchal Juin . 77000 VAUX LE PENIL . France, SIRET number 552080269 00020.

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. expressly and prior to our company.

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.

These general conditions of sale are available on the Website on the page: Documentation

These general conditions of sale may be subject to modifications, the applicable conditions are those in force on the Website on the date of placing the order.

Any document other than these general conditions of sale and in particular catalogues, prospectuses, advertisements, notices, has only informative and indicative value, not contractual. All trade documents from previous editions are obsolete.

Regarding the products for sale on the site, LEDUC SA reserves the right to add, modify or remove any visible product according to its strategic decisions.

Article 2 - Intellectual property

All technical documents provided to our customers remain the exclusive property of LEDUC SA, the sole holder of the intellectual property rights to these documents, and must be returned to it at its request.

Our customers undertake not to make any use of these documents that may infringe the industrial or intellectual property rights of our company and undertake not to disclose them to any third party.

Article 3 – Orders

3.1 Definition

3.1.1 General principle

By order, we mean any order relating to our products appearing on our prices, and accepted by our company, accompanied by the payment of the deposit possibly provided for on the order form.

Upon receipt of the order, it is irrevocable.

The order will be considered valid and final with the issuance of the acknowledgment of receipt.

3.1.2 Online ordering on the Website

The Customer who wishes to buy a product or service on the online store must:

- Open a personal account on the website www.leduc-sa.com and fill in the identification form on which he will indicate all the contact details requested, or identify himself by indicating his WEB client code and personal and confidential password;
- Validate your basket;
- Check all the information on the order summary;
- Read and accept these general conditions of sale;
- Make the online payment under the conditions provided;
- Confirm their request (or order) and their payment.

Consent is expressed when the Customer has confirmed his order.

When opening an account, LEDUC SA validates the information sent by the customer upon receipt. The account is updated with its internal LEDUC SA information before it is made available on the website on D+1.

Any order placed on the Website by the Customer and confirmed by LEDUC SA by e-mail will be enforceable against the Customer as irrefutable and complete proof of this order as well as confirmation of the Customer's acceptance of the application of these Conditions. Sales General. In general, there is an express agreement between LEDUC SA and the Customer that e-mails will prevail between the parties as well as the automatic recording systems used on the Website, in particular as to the nature and date of the ordered.

LEDUC SA cannot be held responsible in the event of failure of the Website managed by our host.

3.2 Amendment

The orders transmitted to our company are irrevocable for the customer, except written acceptance on our part.

Any request to modify the composition or volume of an order placed by a customer can only be taken into account by our company if the request is made in writing, including by fax or e-mail, and has reached our company, at the latest 8 days after receipt by our company of the initial order.

In the event of modification of the order by the customer, our company will be released from the agreed deadlines for its execution.

We do not accept suspension or cancellation of orders after 8 days after sending the acknowledgment of receipt.

Objet : Informer le client de nos conditions générales de vente

3.3 Liability for online orders on the Website

The Customer is solely responsible for the choice of the products or services he orders, having received the necessary and sufficient information on these conditions of use, their qualities and characteristics.

It is up to the Customer to ensure that he has the technical tools (operating system, software, etc.) to access the product or service. In this case, the browser used by the Customer must support JavaScript and must have a Flash plugin installed.

LEDUC SA undertakes to provide an assistance service to the Customer within the limits of an obligation of means.

LEDUC SA cannot be held liable for damage resulting from the use of the Internet network, such as in particular the loss of data, intrusion, virus, service interruption, etc.

LEDUC SA cannot be held liable for any direct or indirect, pecuniary or other damages resulting from the use or inability to use the product or service by the Customer and in particular LEDUC SA cannot in no case be held responsible for loss of profit, foreseeable or unforeseeable, damage to the brand image, claimed by the Customer.

In any case, in the event that LEDUC SA is held liable, it is expressly agreed that the total compensation and/or any sum charged to it may not exceed the amount of the price actually paid by the Customer.

Article 4 Ë Deliveries

4.1 Deadline

Delivery times are given for information and guidance only; these depend in particular on the availability of the carriers and the order of arrival of the orders.

Our company strives to respect the delivery times it indicates when accepting the order, according to the logistics reference time in the profession, and to execute the orders, except force majeure, or in the event of circumstances beyond under its control, such as strikes, frost, fire, storm, flood, epidemic, supply difficulties, without this list being exhaustive.

Any delay in relation to the indicative delivery times initially planned cannot justify termination of the order placed by the customer and recorded by our company.

4.2 Risks

The transfer of risks on the products sold by our company takes place when the products are handed over to the carrier or when they leave our warehouses.

4.3 Transportation

It is up to the customer, in the event of damage to the goods delivered or missing items, to make all the necessary reservations with the carrier.

Any product that has not been the subject of reservations by registered letter with AR within 3 days of receipt from the carrier, in accordance with Article L. 133-3 of the Commercial Code, and a copy of which will be sent simultaneously to our company, will be considered accepted by the customer.

4.4 Reception

Without prejudice to the provisions to be made by the customer vis-à-vis the carrier as described in article 4.3, in the event of apparent defects or missing items, any complaint, whatever its nature, relating to the products delivered, will only be accepted by our company if it is made in writing, by registered letter with AR, within the 3-day period provided for in article 4.3.

It is up to the buyer to provide all the justifications as to the reality of the defects or missing items noted.

No return of goods may be made by the customer without the prior express written consent of our company, obtained in particular by fax or e-mail. The return costs will only be borne by our company in the event that an apparent defect, or missing items, is actually noted by the latter or its agent.

Only the carrier chosen by our company is authorized to return the products concerned.

When, after checking, an apparent defect or a missing item is actually noted by our company or its agent, the customer may only ask our company to replace the non-compliant items and/or the addition to be made to fill the missing items at the latter's expense. here, without the latter being able to claim any compensation or cancellation of the order.

The receipt without reservation of the products ordered by the customer covers any visible and/or missing defect.

Any reservation must be confirmed under the conditions set out in article 4.4.1.

Objet : Informer le client de nos conditions générales de vente

The complaint made by the purchaser under the conditions and according to the methods described by this article does not suspend the payment by the customer of the goods concerned.

The responsibility of our company can in no case be called into question for facts during transport, destruction, damage, loss or theft, even if it has chosen the carrier.

4.5 Suspension of deliveries

In the event of non-payment in full of an invoice that has expired, after formal notice that has had no effect within 48 hours, our company reserves the right to suspend any delivery in progress and/or to come.

4.6 Cash payment

All the orders that we accept to execute are, taking into account the fact that the customer presents sufficient financial guarantees, and that he will effectively pay the sums due at their due date, in accordance with the legislation. Also, if our company has serious or specific reasons to fear payment difficulties on the part of the customer on the date of the order, or after it, or if the customer does not present the same guarantees as at the date of acceptance of the order, our company may make the acceptance of the order or the continuation of its execution subject to cash payment or the provision, by the customer, of guarantees in favor of our company.

Our company will also have the option, before the acceptance of any order, as in progress, to require the customer to communicate its accounting documents, and in particular the income statements, even provisional, allowing it to assess its solvency. .

In the event of refusal by the customer of cash payment, without any sufficient guarantee being offered by the latter, our company may refuse to honor the order(s) placed and to deliver the goods concerned, without the customer being able to argue an unjustified refusal to sell, or claim any compensation.

4.7 Order refusal

In the event that a customer places an order with our company, without having paid for the previous order(s), our company may refuse to honor the order and deliver the goods concerned, without the customer may claim any compensation, for any reason whatsoever.

Article 5 Æ Tariff Æ Price

5.1 Tariff

The price in force may be revised at any time, after prior notification to our customers.

Any rate change will automatically apply on the date indicated on the new rate.

Some products may have temporary additional discounts.

At certain times of the year, LEDUC SA may issue temporary PROMO codes to its customers.

5.2 Price

Our prices are set by the price list in force on the day the order is placed. They are always exclusive of tax, unpackaged products, taken from our stores.

Our prices are subject to revision according to changes in raw material prices.

Our prices are established "Ex works", unless expressly agreed in advance with the customer.

The fact that the shipment is carried out "Ex works" or that the seller or a commission agent has carried out, on behalf of the customer, the shipment of the order does not in any way modify the above rules and the effects attached to the date the provision of the goods in our stores.

They are calculated net, without discount, and payable in cash or on the date mentioned on the invoice.

For prices specified by quantity, any order for a lesser quantity results in a modification of the price indicated.

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.

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 of 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.

Unless otherwise agreed, the packaging is determined and prepared by our company. They are invoiced in addition to the prices indicated and are not taken back.

Objet : Informer le client de nos conditions générales de vente

Article 6 - Terms of payment

6.1 Payment

6.1.1 Standard payment

Our invoices are payable on the due date shown therein.

The prices indicated are expressed in euros, all taxes included (TTC).

Our invoices are kept on a reliable and durable medium and can be communicated in pdf format.

Only the actual collection of drafts or LCR will be considered as full payment within the meaning of these general conditions of sale.

A deposit or a partial payment would in no case give right of ownership, even proportional on your goods made available (Law n° 80-335 of 12/05/1980).

In the event of advance or cash payment, no discount will be granted.

6.1.2 Methods of payment on the Website by bank card

The price is payable when ordering.

Payment for orders is made by credit card.

They will be carried out by means of the secure system of CREDIT AGRICOLE which uses the SSL protocol (Secure Socket Layer) so that the information transmitted is encrypted by software and that no third party can read it during transport on the network.

6.2 Non-payment

6.2.1 Standard payment incidents

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 (floor rate). These penalties are payable automatically and will automatically be debited from the customer's account (LME no. 2008-776 of 04/08/2008).

In accordance with Articles L 441-6 and D 441-5 of the Commercial Code, any late payment automatically entails, in addition to late payment penalties, an obligation for the debtor to pay a lump sum indemnity of " 40 for recovery costs.

Additional compensation may be claimed, on supporting documents, when the recovery costs incurred exceed the amount of the lump sum compensation.

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

6.2.2 Payment incident on the Website by bank card

In the event of rejection of payment by banking establishments, LEDUC SA informs the Customer by e-mail and offers another means of payment (by bank transfer).

Payment is then made within a maximum of 7 working days from the date of sending the e-mail.

Article 7 - Retention of title

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 clause to the contrary, in particular inserted in the general conditions of purchase, is deemed unwritten, in accordance with Article L. 624-16 of the Commercial Code.

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 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.

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.

Our company may also require, in the event of non-payment of an invoice when due, the cancellation of the sale after sending a simple formal notice. Similarly, our company may unilaterally, after sending a formal notice, draw up or cause to be drawn up an inventory of its products in the possession of the customer, who undertakes, as of now, to allow free access to its warehouses, stores or others for this purpose, ensuring that the identification of the company's products is always possible.

In the event of opening of a procedure of receivership or liquidation of the goods, the orders in progress will be automatically canceled, and our company reserves the right to claim the goods in stock.

This clause does not prevent the risks of the goods from being transferred to the buyer upon delivery to the latter.

From the time of delivery, the buyer is appointed depository and custodian of the said goods.

Objet : Informer le client de nos conditions générales de vente

In the case of non-payment and unless we prefer to request the full and entire execution of the sale, we reserve the right to terminate the sale after formal notice and to claim the delivered goods, the return costs remaining at the expense of the buyer and the payments made to us being acquired by way of a penalty clause.

Article 8 - Guarantee against apparent and hidden defects

The products must be checked by the customer upon delivery, and any complaint, reservation or dispute relating to missing parts and visible defects must be made under the conditions set out in article 4. In the event of visible defects, the defective parts are replaced, by us, subject to verification of the alleged defects.

The customer must provide any justification as to the reality of the defects observed, our company reserving the right to proceed, directly or indirectly, to any observation and verification on site.

The denunciation of existing defects at the time of delivery, and revealed after receipt of the products, must be made by the customer in writing within 3 days of the date on which he discovered the lack of conformity. No denunciation will be taken into account if it occurs more than 3 clear days from the delivery of the products.

No action for non-compliance may be initiated by the customer more than 8 days after delivery of the products.

It is expressly agreed by the customer's acceptance of these general conditions of sale that after the expiry of this period, the customer may not invoke the non-conformity of the products, nor oppose it in counterclaim to defend himself. on the occasion of a debt collection action initiated by our company. In the absence of compliance with these conditions, the liability of our company vis-à-vis the customer, due to a hidden defect, cannot be called into question.

Defects and deterioration of the products delivered following abnormal storage and/or conservation conditions at the customer's premises, in particular in the event of an accident of any nature whatsoever, shall not give rise to the right to the guarantee due by our company.

Under the warranty against hidden defects, our company will only be liable for the replacement, free of charge, of defective goods, without the customer being able to claim damages, for any reason whatsoever.

Our company guarantees its products against hidden defects, in accordance with the law, customs, case law, and under the following conditions. Our guarantee only applies to products which have regularly become the property of the purchaser. It only applies to products entirely manufactured by our company. It is excluded when our products have been used under unforeseen conditions of use or performance.

Our warranty only covers hidden defects. The hidden defect means a defect in the production of the product rendering it unsuitable for its use and not likely to be detected by the buyer before its use. A design defect is not a hidden defect and our customers are deemed to have received all the technical information relating to our products.

We do not cover damage and wear and tear resulting from special adaptation or assembly, abnormal or not, of our products unless this has been carried out under our supervision.

Our warranty is limited to the replacement or repair of defective parts.

Our warranty is limited to the first six months of use. Our parts are deemed to be used by our customers at the latest within 3 months of being made available. In any case, our customers must justify the date of the start of use. Our guarantee ceases in full at the end of this period.

Our guarantee ceases automatically when our customer has not informed us of the alleged defect within 20 clear days of its discovery. It is his responsibility to prove the day of this discovery.

Article 9 - Force majeure

Events beyond the control of the parties, which they could not reasonably be required to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence completely renders impossible to fulfill the obligations.

The following are in particular assimilated to cases of force majeure or fortuitous events releasing our company from its obligation to deliver within the time initially planned: strikes by all or part of the staff of our company or its usual carriers, fire, flooding, war, production stoppages due to accidental breakdowns, the impossibility of being supplied with raw materials, epidemics, thaw barriers, roadblocks, strikes or energy supply disruptions, or disruption of supply for a cause not attributable to our company, as well as any other cause of disruption of supply attributable to our suppliers.

In such circumstances, our company will notify the customer in writing, in particular by fax or e-mail, within 24 hours of the date of occurrence of the events, the contract binding our company and the customer then being automatically suspended without compensation, from the date of occurrence of the event.

If the event were to last more than 30 days from the date of its occurrence, the sales contract concluded by our company and its customer may be terminated by the most diligent party, without any of the parties can claim damages.

This termination will take effect on the date of first presentation of the registered letter with acknowledgment of receipt denouncing the said sales contract.

Article 10 - Protection of personal data

When registering for the first time on the site, the Customer completes an electronic information sheet containing mandatory fields (in particular: surname, first name, company name, geographical and electronic addresses, etc.) as well as optional fields.

The Customer certifies that the information communicated to LEDUC SA is accurate on the day the order is placed and that he is authorized to place orders.

In particular, the Customer ensures the proper functioning of said e-mail address. Indeed, LEDUC SA cannot be held responsible for malfunctions of the e-mail address registered by the Customer (examples: Customer input error, e-mail treated as spam, etc.).

LEDUC SA takes care to protect all the data entrusted by the Customer for the processing of the order. These data are intended solely for LEDUC SA for the purposes of managing the order and processing internal statistics and are under no circumstances sold, given, transferred or exchanged.

Objet : Informer le client de nos conditions générales de vente

Under Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, the Customer has with LEDUC SA a right of access, consultation, modification, rectification and deletion of the data communicated by him.
Any request should be addressed to: LEDUC SA . Information Systems Department
- by mail: 274 rue du Maréchal Juin . 77000 VAUX LE PENIL . France
- by fax: 0164375777
- by e-mail: leduc-sa@leduc-sa.com

Declaration to the CNIL under number **1682474**

Article 11 Æ Non-compliance with these general conditions of use of the website

In the event of non-compliance with these general conditions of sale, LEDUC SA reserves the right to deny the Customer access to the online store and its products or services without being entitled to claim any compensation in this respect. .
The fact that LEDUC SA has not removed the Customer's access to the online store in no way relieves the Customer of this responsibility.

Article 12 - 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. , regardless of the place of order, delivery, and payment and method of payment, and even in the event of a warranty claim or multiple defendants.

Bills of exchange do not constitute either novation or derogation from this jurisdiction clause.

The attribution of competence is general and applies, whether it is a main request, an incidental request, an action on the merits or a summary procedure.

In addition, in the event of legal action or any other action for the recovery of debts by our company, the costs of summons, justice, as well as the fees of lawyers and bailiffs, and all ancillary costs will be borne by of the customer at fault, as well as the costs related to or arising from the customer's non-compliance with the payment or delivery conditions of the order in question.

Article 13 Æ 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 14 - 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.