

Application of the General Conditions of Sale

These Conditions apply to sales made in France and to those made outside of Metropolitan France, which may be subject to certain specific and/or additional provisions appearing in italics and in square brackets [...]. These General Conditions of Sale shall apply to all sales (equipment and services). Placing an order implies acceptance of these General Conditions of Sale in their entirety and without reservation. No specific conditions shall override the General Conditions of Sale without formal, written agreement from the executive management of FOLAN. Contradictory conditions put forward by the purchaser shall therefore be null and void, regardless of when FOLAN is notified thereof, except with FOLAN's express written acceptance. Should FOLAN opt not to invoke one of the clauses of the General Conditions of Sale at any given time, this shall not be taken to mean that it waives its right to invoke an of said clauses at a later date. Our General Conditions of Sale cease to apply if the purchaser fails to meet their commitments on a previous order. The sale may rightfully be rejected unless the purchaser provides sufficient guarantees or pays in advance; no discounts are available. In this case, we specify that no discount will be given.

1. Taking orders

FOLAN shall only be bound to orders taken by its representatives or employees subject to written and signed confirmation by the customer (purchase order, e-mail of postal mail, or countersigned quotation with written acceptance), and acceptable to FOLAN. Processing fees of €30 excl. tax will be applied for any order of an amount less than €100 excl. tax, these processing fees will be reduced to €15 excl. tax for any order of an amount between €101 and €300 excl. tax. For deliveries in Metropolitan France, shipping costs are at the customer's expense for all orders of less than €800 excl. tax (shipping from). For orders over €800 excl. tax, these shipping costs are paid by FOLAN from our premises in Rillieux-la-Pape (69) (shipping paid), excluding express, specific and bulky transport (cables, racks, etc.). For shipments outside France, the shipping costs according to the ICC Incoterms® 2020 are to be paid by the customer, with shipment being organised by the customer or by FOLAN.

2. Changes to orders

With regard to manufactured products, if production has already started, the initial order may not be modified in any way.

3. Method of Delivery

Products are delivered either by directly handing the product over to the purchaser, by simple notification that it is available for collection, or by entrusting it to a freight forwarder or courier on our premises. [For sales outside of Metropolitan France, the transfer of risks and costs shall be subject to the ICC Incoterm specified in the contract, in its most recent version in force at the time when the offer was established.]

4. Delivery times

Delivery times are provided for information purposes only, and under no circumstances shall the customer be entitled to use a delay in delivery as grounds for canceling an order, refusing to accept the goods, or claiming compensation or damages. The following circumstances are considered to be Force Majeure and release FOLAN from its obligation to deliver: war, riot, fire, strike, floods, accidents and inability to obtain supply. Whatever the circumstances, delivery can only be made on-time if the purchaser is up-to-date with their obligations vis-à-vis FOLAN.

5. Delivery risks

In all cases, products are transported at the consignee's risk; if any items are damaged or missing, it is incumbent on said consignee to add the necessary comments to the shipping documents and to confirm their reservations with the carrier (the party presumed to be responsible under Article 103 of the French Commercial Code) by extrajudicial act or registered letter with acknowledgment of receipt within three days of the goods being received. [For sales to purchasers in foreign countries, the transfer of risks and costs shall be subject to the ICC Incoterm specified in the contract, in its most recent version in force at the time when the offer is established or the order is confirmed.]

6. Accepting delivery

Customers are urged to check their packages in the presence of the carrier, as no requests for replacement will be accepted if the circumstances are not clearly stated on the carrier's delivery note. Faulty product returns will not be accepted if the operating precautions have not been followed.

It is up to the customer to provide proof that the defects or faults do actually exist and they must afford FOLAN every opportunity to investigate the malfunction and find a solution.

The customer shall refrain from attempting to solve the issue themselves or involving a third party to that end.

The vendor reserves the right to deliver the quantities ordered within a tolerance of 0 to 10% for cables.

7. Product returns procedure

Product returns are subject to a formal agreement between FOLAN and the purchaser. Products returned without the abovementioned agreement will be held in abeyance awaiting collection and will incur handling charges; no credit note will be issued. The costs and risks of returning goods shall be borne exclusively by the purchaser. Standard products held in our stocks may be returned within 10 days of delivery with the prior consent of our sales department (a product return number must be requested). Returned goods are subject to a 30% inspection and restocking fee.

8. After products are returned

When a product return is accepted by FOLAN, a credit note is generated for the purchaser once the returned products have been inspected in terms of quality and quantity and the restocking fees have been deducted from the credit amount.

If the goods delivered are defective or not as stated, and these circumstances have been duly accepted by FOLAN in accordance with the conditions set out in article 8, the purchaser shall be entitled to a free replacement or full refund at FOLAN's discretion, to the exclusion of any compensation or damages.

9. Warranty

FOLAN's warranty responsibility is strictly limited to the goods supplied by them and does not include consequential damages, injuries or losses caused by faulty products. Products manufactured by FOLAN are covered by a one-year warranty, valid from the date the goods are shipped or picked up.

For other distributed products, the applicable warranty shall be the one specified by the manufacturer of those products.

The warranty is expressly limited to either repairing or replacing parts that FOLAN has acknowledged are faulty (including labor), or issuing a credit note for the purchase price amount, at FOLAN's discretion.

Work carried out under warranty shall not extend the latter's duration if the product is unserviceable for 6 days or less. However, if the equipment is unserviceable for a minimum of 7 days (inclusive), the repair time will be added to the remaining warranty period at the time the customer submitted the work request or the faulty equipment was made available for repair if the latter date is later than the work request date.

A photocopy of the purchase invoice must be presented when the warranty is invoked. Products must be returned in their original packaging to our premises at the purchaser's sole expense.

All claims must be accompanied by details of how, where and how often the item was used, and any other information that might be relevant to the return of the item in question.

10. Repair

If a returned product is out of warranty, the cost of repairs shall be borne by the purchaser. If FOLAN determines that the returned product can be repaired, a quote will be sent to the purchaser. All shipping costs shall be borne by the purchaser.

11. Warranty exceptions

Faults or damage due to natural wear and tear, external accidents such as incorrect assembly or maintenance, abnormal use, etc., or technical work carried out by third parties are excluded from the warranty. Under no circumstances shall FOLAN be liable for losses of or damage to data or programs on computer equipment, whether the products are under warranty or not.

Customers are reminded that they alone are responsible for carrying out regular equipment checks. Similarly, the warranty shall only be valid if the purchaser is up-to-date with their payments to FOLAN, irrespective of any reason there may be for late payment.

12. Prices

Our prices are net, quoted in euros or dollars, and exclude tax and VAT.

By express agreement between the parties, FOLAN is legally entitled to alter the prices of the products it sells at any time. Purchasers will be informed of price reviews as soon as possible.

The products negotiated and manufactured by FOLAN are supplied at the rate in effect when the order is placed with the exception of exemptions to the General Conditions of Sale provided for in written proposals. All prices are quoted ex-works and include packaging except in the case of special or unusual packaging for FOLAN, which will be invoiced separately. The purchaser shall pay any duty, tax, dues or service charges to comply with French regulations, or importing country regulations, or transit country regulations.

13. Payment terms

Immediate payment is required for all first orders. As of the second order, commercial customers may ask for an account to be opened, whereupon they should provide FOLAN with their bank details, a K-Bis extract, their most recent simplified balance sheet, and a document on company letterhead with their SIRET number for France and intra-community VAT number for the European Union. FOLAN will then consider the application and issue an 'account opening' document specifying the credit limit given to the customer, the method of payment required and the deferred-payment terms granted. Checks must be made out to FOLAN. Delivery of a bill of exchange which creates an obligation to pay does not constitute payment. No discounts shall be given for payment in cash.

14. Late payment and default

In case of late payment, FOLAN may suspend all pending orders without prejudice to any other course of action it may take. FOLAN shall apply late-payment interest to late payments equal to the European Central Bank's latest refinancing rate plus ten percentage points, running from the due date of the first unpaid installment to the day the amount is paid in full. Late payment interest shall accrue from the due date to the date payment is made. In the event of non-payment, the vendor may terminate the sale after giving notice to no effect and ask for the products in question to be returned without prejudice or liability. Similarly, if payment is made in installments, failure to pay any installment on time will result in the full amount of the debt becoming payable immediately, without formal notice. Furthermore, in the event of formal notice of recovery, the Customer shall pay a set fee of €40. If the aforementioned recovery costs (notably bailiff and lawyer costs) come to more than €40, the customer may, upon presentation of supporting documentation, be billed for the actual cost. Under no circumstances can these payments be suspended or used to offset monies owed to FOLAN without the latter's prior written consent.

15. Payment method

Payments in cash are not accepted. France: by check, bill of exchange, bank mandate or transfer. Other countries: SWIFT transfer or written bank document accepted by FOLAN.

16. Retention of title

The transfer of ownership of items sold is dependent upon full payment of the price by the purchaser on or before the due date. The risks are, however, transferred to the purchaser as soon as delivery is made. Purchasers must therefore henceforth agree to arrange insurance providing cover against loss, theft and total or partial destruction of the goods in question. If payment is not made within the time agreed upon by the parties, the vendor reserves the right to take back the delivered goods and, if they see fit, to terminate the contract as is their right under the ownership clause of French law no. 80-335 of May 12, 1980. The purchaser must immediately inform FOLAN if any of the goods are seized by a third party. The goods remain the property of FOLAN until payment has been made in full, and the purchaser is prohibited from using them for resale or conversion purposes. However, for the sake of tolerance and solely for the purposes of its own business activity, FOLAN authorizes the purchaser to resell or transform the specified goods, provided that the purchaser settles the balance in accordance with article 2071 of the French Civil Code, with the purchaser becoming the depository of the price.

17. Confidentiality

All plans, drawings, studies and other documents submitted or sent by FOLAN remain their property and should be treated as confidential, even if no specific mention of their confidential nature is made on the documents themselves. Said documents must not be disclosed by the purchaser to any third party for any reason without the written authorization of FOLAN's management.

18. Extent of liability

Under no circumstances shall FOLAN or any third party directly or indirectly involved in the design, manufacture, transport or sale of the goods be held liable for any irregularities committed by the purchaser. In the case of assembly of CE-marked active electrical/electronic devices in a product subcontracted to FOLAN, responsibility for assembling a compliant product, carrying out tests or assessing conformity and CE marking on the final product lies with the customer, and FOLAN cannot be held responsible for CE conformity.

19. Attribution of jurisdiction

All contracts and orders accepted by the vendor are governed by French law. It is expressly agreed that the Lyon tribunals have sole jurisdiction, even in the case of incidental claims, warranty claims and claims with multiple respondents. The various shipping and payment methods, settlement provisions and acceptance, and delivery location shall neither substitute nor constitute a waiver to this attribution of jurisdiction clause. *[Within the framework of the European Union, Council Regulation (EC) no. 44/2001 of December 22, 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, which entered into force on March 1, 2002. Article 33 is applicable, and stipulates that: "A judgment given in a Member State shall be recognized in the other Member States without any special procedure being required."]* *[Any disputes arising from this contract or in relation thereto shall be definitively settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators in accordance with said Rules. If both parties decide not to resort to arbitration, the dispute shall first be referred to the commercial court of (vendor's registered office), and the applicable law shall be French law. Nevertheless, the vendor reserves the right to bring the dispute before a court in the purchaser's country, in which case the applicable law may be the law of the debtor's country, or neutral law e.g. Swiss law.]*

20. Waste Electrical and Electronic Equipment management

FOLAN has implemented processes in accordance with Directive 2012/19/EU of the European Parliament and of the Council of July 4, 2012 on waste electrical and electronic equipment (WEEE). These products may not be disposed of as domestic waste, but must instead be collected separately and disposed of in accordance with your country's regulations. In France, all end-of-life equipment purchased after August 13, 2005 can be returned for disposal. As a manufacturer of professional electrical and electronic equipment, FOLAN has joined the Ecologic environmental organization (member no. M2668), which acts on our behalf to remove and process the following at our expense:
a -Waste products generated by industrial equipment placed on the market after August 13, 2005
b-Waste products generated by industrial equipment placed on the market on or before that date, insofar as they are replaced by equivalent equipment and/or equipment which fulfills the same function.
In situations not covered by these two cases, end-of-life processing of industrial WEEE is the user's responsibility.

21. Waste Battery and Accumulator management

As an equipment manufacturer, and in accordance with Directive 2006/66/EC of September 6, 2006 on batteries and accumulators and waste batteries and accumulators, FOLAN has joined the SCRELEC environmental organization for the collection and processing of used batteries and accumulators, member no. 18/058.

22. Data protection

Personal information collected by the company via quotes or orders (last name, first name, address, telephone number, e-mail address, etc.) are recorded in its customer database and used primarily to ensure proper management of customer relations and order processing. The personal information that is collected will be retained as long as necessary for performance of the contract, unless:
- the GDPR regulation requires that the data no longer be used for direct marketing purposes without the customer's prior consent more than 3 years after the end of the relationship with the customer.
If the data was transmitted by a third party with the customer's prior consent, it may not be retained for longer than 3 years after their communication or last contact with the customer.

- A longer retention period is authorized or required by a legal or regulatory provision.
- The customer has exercised one of their rights as recognized by legislation, under the conditions specified below.

Access to personal data is strictly limited to employees and representatives of the company who are authorized to process them by virtue of their duties. The information collected may be communicated to third parties contractually linked to the company for the performance of subcontracted tasks necessary for the management of the order, with no need for the customer's authorization. It is hereby stated that, in the context of the performance of their services, third parties shall only have limited access to the data, and have a contractual obligation to use them in accordance with the provisions of applicable legislation regarding the protection of personal data. Except in the cases described above, the company undertakes not to sell, rent out, transfer or give access to the data to a third party without the customer's prior consent, unless required to do so for a legitimate reason (legal obligation, efforts against fraud or misuse, exercising the right of defense, etc.).

23. FOLAN Code of Ethics and Conduct

This charter, available on our website (<https://www.folan.net>), describes our commitments, our values, the rights and obligations of all of our stakeholders, and the alerting process.