

**GENERAL SALES AND MANUFACTURING  
CONDITIONS**

**1. OBJECT:**

The general conditions of sale and manufacture hereafter present the rights and obligations of the company ATELIER STEAVEN RICHARD (aka “the Company”) and of its customer (aka “the Client”) in all sales and manufacturing situations.

All orders, sales and services imply implicit acceptance by the Client of the present General Conditions.

The present General Conditions prevail over all of the Client’s documents, and notably over all General Purchasing Conditions, unless specifically stipulated otherwise prior to the contract.

Any other document than the present, notably catalogues, brochures and advertising material, will be considered as having approximate and non-contractual value.

**2. CURRENCY:**

All payments and reimbursements will be made in Euros.

**3. ESTIMATES, SALES OR SERVICE PRICE, VALIDITY OF OFFER AND SUPPLEMENTARY WORK:**

The estimate will indicate:

- Selling or service price before tax and the amount of VAT which could be applied  
When the sale or service is undertaken at a later date than planned due to the Client, the price will be revised according to the Company tariff applicable on the day of the actual sale or service.
- When goods are to be shipped, the estimate will indicate the approximate cost involved.  
However, if the leadtime exceeds 3 months, the shipping costs billed to the customer will be those at the time of transport.

The contractual offer in an estimate is valid for one month following reception of the estimate by the Client.

Beyond this date, the Company is free to maintain the original conditions, to withdraw them or to make a new offer.

All additional work not included in the initial estimate will be included in an estimate of additional work upon written request by the Client.

**Atelier Steaven Richard**

Headquarters: 27 rue de la Folie Méricourt 75011 Paris- N° SIRET : 53147690100016

Workshop : 17 rue du Bois Cerdon 94460 Valenton- N° SIRET : 53147690100024

Tél : + 33 (0) 1 43 86 47 47 et + 33 (0) 6 08 84 32 77

Any changes in services provided will be included in a modified estimate upon written request by the Client.

## **4. ORDERS:**

**France** : An order is placed by signing the Company's estimate and adding the written words « Bon pour accord », sending the signed estimate to the Company and an immediate payment of 50% of the sale or service price.

**Other countries** : An order is placed in writing with specific reference to an estimate and establishment of a Pro forma invoice.

Cancellation or postponement of all or part of an order requires prior agreement from the Company. The latter is entitled to a cancellation fee corresponding to 15% of the order amount and the 50% advance payment.

## **5. WORK LOCATION:**

Production is situated on the Company sites.

Should it be in a different location, the Client will stipulate this fact in his estimate request. The location and transport costs incumbent to the Client will be mentioned on the estimate.

## **6. PRODUCTION LEADTIME:**

The estimated manufacturing time the Company may indicate is based firstly on timely reactions of the Client concerning all documents and information to be communicated to the Company and the approval of all projects proposed by the Company (drawings, sketches, descriptions, samples), secondly on the absence of any delay in the production of the sale or service due to the client or a third party and lastly on the absence of any change to the order.

In all cases and taking into account the bespoke craftsmanship inherent to the Company's activity, any production time indicated should be considered as approximate and the Company reserves the right to modify it by informing the Client.

Delays in manufacturing or transport can not be subject to penalty payments or compensation, nor cause cancellation of the order.

## **7. SHIPPING:**

Goods are shipped at the risk of the Client, who will support the risks of damage or missing items. In these two cases, the Client will take responsibility for all reserve and action to be taken with the transport provider, even when the Company selected this provider.

Where international transport is concerned, the ICC 2010 Incoterms define the reciprocal obligations of the Company and the Client, including customs administration.

## **8. DELIVERY - RECEPTION:**

When manufacture is finished, the Company will notify the Client.

The parties will agree on a meeting date, within 8 days, in order to sign the reception note with or without reserve.

Any complaint concerning the quality of goods or manufacture, their conformity to the rules of the art or to applicable standards, must be written as a reserve on the reception note. In absence of written reserve, it will be incontestably presumed that the order has been executed perfectly.

In the absence of formal reception, taking possession of the goods by the Client will be deemed as reception. Any reserve should then be made to the Company by registered letter with an acknowledgement of receipt within 48 hours. In the absence of such action, it will be incontestably presumed that the order has been executed perfectly.

At reception of goods, all inherent risk is transferred to the Client who will henceforth ensure legal charge.

The Client is held to take possession of the order upon reception, which implies having respected his obligations of payment stipulated below.

Failing this, storage expenses will be invoiced by the Company.

No goods may be returned to the Company without specific written agreement from the Company.

When a visible defect or missing element is observed, the Client may request repair or completion only, excluding compensation and this is not considered as a reason to cancel the order.

No complaint from the Client may suspend the Client's payment obligations.

## **9. PAYMENT CONDITIONS AND PROPERTY RIGHTS:**

Payment conditions are the following :

### **◆ Production/sales in France :**

- Advance payment of 50% on ordering,
- Advance payment of 30 % during the manufacturing period,
- Remainder to be paid upon reception of invoice, after manufacture is finished, before delivery or at the time of taking possession

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## ◆ Production/sales in Europe Intracom :

- Advance payment of 50% on ordering,
- Advance payment of 40 % during the manufacturing period,
- Remainder to be paid upon reception of invoice, after manufacture is finished, before delivery or at the time of taking possession

## ◆ Sales outside the EUROPE Intracom zone:

- Advance payment of 50% on ordering,
- Advance payment of 30 % during the manufacturing period,
- Remainder to be paid upon reception of invoice, before delivery

The Company retains ownership of sold goods and manufacture until complete payment has been made of the principal sum, expenses and accessories.

## 10. LATE PAYMENTS, INTEREST AND LATE PAYMENT FEES, AND CANCELLATION CLAUSE:

When all or part of the Company invoice remains unpaid, the Client will be liable and debtor of an interest payment of 1.5% per month and late payment fees of 40€ as defined by articles L 441-6 and D 441-5 of the French Code of Commerce.

In addition, in the case of late payment, the contract will be cancelled in full right and execution of the order suspended at the discretion of the Company, if the Client fails to pay the total principal sum due, expenses, accessories, interest and late payment penalties within 5 days of receiving the registered letter with an acknowledgement of receipt sent by the Company.

In such cases of suspension or cancellation of a contract, the Client will be liable for all prejudice caused therewith to the Company.

## 11. INTELLECTUAL PROPERTY:

All technical documents, drawings, models, samples or production and more generally all creation and manufacture produced by the Company remain its intellectual property.

All reproduction or communication by the Client is forbidden unless authorised by the Company.

## 12. CONFIDENTIALITY:

The Client is held to keep strictly confidential all documents given and information learned concerning the Company during discussions or finalisation of the contract and its execution.

**13. MANUFACTURING TOLERANCE:**

The activity of the Company is artistic, not industrial.

Production is therefore not strictly identical from one project to another, from a sample to finished work or from one item to another.

For this reason, the Client discharges the Company from all responsibility on this subject.

**14. FORCE MAJEURE :**

The Company can not be held responsible for failure resulting from “force majeure”.

**15. TOLERANCE:**

When the Company does not choose to apply one of the above clauses, this does not signify that it relinquishes the capacity to do so at a later date.

**16. APPLICABLE LAW AND COURT OF LAW:**

A dispute relative to the present contract will be assigned to the Commercial Court of the Company headquarters.

All disputes relative to the present contract will be subject to French law and in a suppletive capacity, to the Vienna Convention regarding the sale of international goods.