

GENERAL TERMS AND CONDITIONS OF SALE AND MANUFACTURING PURPOSE

1. PURPOSE

The following general terms and conditions of sale and manufacturing define the rights and obligations of ATELIER STEAVEN RICHARD (hereinafter referred to as “the Company”) and its Client (hereinafter referred to as “the Client”) in connection with any sale or work performed.

Any order, sale, or service implies the Client’s unconditional acceptance of these general terms and conditions.

These general terms and conditions shall prevail over any documents issued by the Client, including any general purchasing conditions, unless otherwise expressly agreed in writing prior to the contract.

Any document other than these terms and conditions, including catalogues, brochures, and advertisements, is provided for information purposes only and shall have no contractual value.

2. CURRENCY

Payments and refunds shall be made in euros.

3. QUOTATIONS, SALE OR SERVICE PRICES, VALIDITY OF THE OFFER, AND ADDITIONAL WORK

The quotation specifies:

- The sale or service price excluding VAT and the amount of VAT where applicable.

In the event of deferred execution of the sale or service due to the Client, such price shall automatically be revised according to the Company’s rates in force on the date the sale or service is carried out.

Where transportation of goods is involved, the quotation shall specify the estimated corresponding transport costs.

However, should a period exceeding three months elapse between the actual order date and the effective transportation date of the goods, the transport costs borne by the Client shall be those applicable on the transportation date.

The offer made through the quotation shall remain valid for one month from the date it is sent to the Client.

After this period, the Company reserves the right to maintain, withdraw, or replace its offer with a new proposal.

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N° SIRET : 531 476 901 00016 RCS Paris
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N° EORI : FR 531 476 901 00016
SARL au capital de 17500 €

Atelier :

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Any additional work not included in the initial quotation shall be subject to a supplementary quotation upon the Client's written request.

Any modifications to the services shall be subject to an amended quotation and the Client's written request.

4. ORDER

An order shall be confirmed by the Client signing the Company's quotation with the words "Approved and agreed", returning the signed document to the Company, and paying a deposit equal to 50% of the sale or service price.

No cancellation, even partial, or postponement of an order may take place without the Company's agreement. The Company reserves the right to claim a cancellation indemnity equal to 15% of the order amount, in addition to retaining the deposit already paid.

5. PLACE OF PERFORMANCE

Work shall be carried out on the Company's premises.

Should the work need to be carried out elsewhere, the Client shall specify the location when requesting the quotation. Such location shall then be indicated on the quotation, together with any travel expenses payable by the Client.

6. EXECUTION DEADLINES

Any execution deadlines indicated by the Company are based on the assumption of:

- the Client's full responsiveness regarding the transmission of all information and documents necessary for performance of the contract and approval of any project submitted by the Company (plans, drawings, diagrams, specifications, samples, etc.);
- the absence of any postponement of the sale or service due to the Client or a third party;
- and the absence of any modification to the order.

In any event, and given the artisanal nature of the Company's activity, any deadlines provided are indicative only, and the Company reserves the right to modify them upon informing the Client accordingly.

Delays in execution or delivery shall not give rise to penalties, compensation, or cancellation of the order.

7. TRANSPORT

Goods are transported at the Client's sole risk, and the Client shall bear all risks of damage or shortages. In the event of damage or loss, the Client shall be solely responsible for making any reservations and claims against the carrier, even where the carrier was selected by the Company.

For international transportation, ICC Incoterms 2010 shall govern the reciprocal obligations of the Company and the Client, including customs formalities.

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8. ACCEPTANCE – TAKING POSSESSION

Upon completion of the work, the Company shall notify the Client accordingly.

The Parties shall consult with one another in order to meet, no later than eight days thereafter, for the signing of the acceptance report, with or without reservations.

Any claim concerning the quality of the goods or workmanship, or their compliance with professional standards or applicable regulations, must be recorded as a reservation in the acceptance report, failing which the order shall be deemed to have been properly executed irrevocably.

In the absence of formal acceptance, the Client's taking possession of the goods shall constitute acceptance. Any reservations must then be notified to the Company by registered letter with acknowledgment of receipt within 48 hours, failing which the order shall irrevocably be deemed properly executed.

Acceptance shall transfer all risks related to the goods to the Client, who shall thereafter assume legal custody thereof.

The Client shall take possession of the order immediately upon acceptance, provided that payment obligations as stipulated below have been fulfilled.

Failing this, storage costs shall be invoiced by the Company to the Client.

No goods may be returned by the Client without the Company's prior written consent.

Where an apparent defect or shortage is identified, the Client may only request repair of the defect or completion of the missing elements, to the exclusion of any compensation and without entitling the Client to terminate the order.

No claim by the Client may suspend the Client's payment obligations.

9. PAYMENT TERMS AND RETENTION OF TITLE

For work/sales carried out in France:

- 50% deposit upon order,
- 30% interim payment during production,
- Balance payable before departure from workshop.

For work/sales within Intracommunity Europe:

- 50% deposit upon order,
- 40% interim payment during production,
- Balance payable before departure from workshop.

For work carried out outside the Intracommunity Europe zone:

- 50% deposit upon order,

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- 30% interim payment during production,
- Balance payable prior to shipment.

The Company shall retain ownership of the goods sold and manufactured until full payment of the principal amount, costs, and ancillary charges has been received.

10. LATE PAYMENT, INTEREST, PENALTIES, AND TERMINATION CLAUSE

In the event of total or partial non-payment of any invoice issued by the Company, the Client shall automatically owe late payment interest at the rate of 1.5% per month and a fixed compensation fee of €40 pursuant to Articles L 441-6 and D 441-5 of the French Commercial Code.

Furthermore, in the event of late payment, the contract shall automatically be terminated or performance of the order suspended, at the Company's discretion, should the Client fail to pay all amounts due, including principal, costs, ancillary charges, indemnities, and late penalties, within five days following receipt of a formal notice sent by registered letter with acknowledgment of receipt.

In the event of such suspension or termination, the Client shall automatically be liable for all damages suffered by the Company.

11. INTELLECTUAL PROPERTY

All technical documents, drawings, models, samples, and manufactured items, and more generally all creations and works produced by the Company, shall remain its intellectual property.

The Client shall therefore refrain from any reproduction or distribution not expressly authorized by the Company.

12. CONFIDENTIALITY

The Client undertakes to keep strictly confidential all documents provided and all information relating to the Company disclosed during negotiations, conclusion, or performance of the contract.

13. MANUFACTURING TOLERANCES

The Company's activity is artistic rather than industrial in nature.

Consequently, the Company's creations cannot be reproduced in a strictly identical manner from one project to another, from a sample to the final production, or from one piece to another.

The Client therefore releases the Company from any liability in this respect.

14. FORCE MAJEURE

The Company shall not be held liable where its failure to perform results from a force majeure event.

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15. WAIVER

The Company's failure to invoke any clause herein shall not constitute a waiver of its right to invoke such clause at a later date.

16. JURISDICTION – APPLICABLE LAW

Any dispute relating to this contract shall fall within the exclusive jurisdiction of the courts having territorial jurisdiction over the location of the Company's registered office.

Any dispute relating to this contract shall be governed by French law and, subsidiarily, by the Vienna Convention on Contracts for the International Sale of Goods.

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