

GENERAL SALES CONDITIONS

I. SCOPE

Unless expressly agreed otherwise, the contractual obligations of the parties are governed by these general conditions. The latter are therefore applicable to all sales and services carried out by the **ECOCLOPE** Association. Thus, any order or contract accepted by the customer implies his unreserved acceptance of all of these general conditions.

II. CONCLUSION OF THE CONTRACT

The contract concluded with the **ECOCLOPE** Association is firm and final upon return of the purchase order signed by the customer accompanied by the down payment provided or from the date on which the sale has become perfect in the event of a sale on credit to consumers subject to provisions of articles L311-11 to L311-37 of the Consumer Code.

III. MODIFICATION OF ORDER

No order can be changed without the express agreement of the **ECOCLOPE** Association. Any modification of the order by THE CUSTOMER, accepted by the **ECOCLOPE** Association, may result in a modification of the delivery time or performance of the services and additional invoicing.

IV. ORDER CANCELLATION

Any final order cannot be partially or totally canceled without the express written consent of the **ECOCLOPE** Association.

V. PRICES - TAXES - MISCELLANEOUS FEES

1. Prices

The prices indicated by the **ECOCLOPE** Association on the order form are valid for a period of one month. The **ECOCLOPE** Association undertakes to respect the prices in force indicated at the time of the order.

The sale prices and services provided by the **ECOCLOPE** Association are indicated in euros.

The price is payable at the head office of the **ECOCLOPE** Association.

2. Value Added Tax (VAT)

The sale prices and services provided by the **ECOCLOPE** Association are subject to VAT at the rate and conditions in force at the time of the order or the conclusion of the contract.

VI. PAYMENT

1. Down payments

Any order or conclusion of a contract must be accompanied by the payment of the full price or, if the parties have provided for it, by the payment of a deposit. The sale is then final upon payment of the price or the deposit under the conditions provided for in Article II of these general conditions.

In addition, if THE CUSTOMER does not respect its commitments, the deposit will remain with the **ECOCLOPE** Association as damages.

However, if the **ECOCLOPE** Association renounces the sale or the contract, the sums paid as a deposit by THE CUSTOMER will be returned to him at the double of what he paid.

2. Payment methods

Payment can be made in cash, by French check, by bank transfer. All payments must be made in euros.

3. Payment deadline

THE CUSTOMER agrees to send full payment of the price, in principal and accessories, to the **ECOCLOPE** Association upon receipt of the invoice.

4. Default of payment

Any delay or total or partial default in payment of the price, in principal and accessory, gives rise to the payment by THE CUSTOMER of a late payment penalty equal to 3.08%. This penalty is calculated on the amount excluding tax of the amount remaining due, and runs from the due date of the price without any prior notice being required.

Any opposition to a check delivered in payment, except in the event of loss, theft or bankruptcy of the bearer, is considered as an issue of a bad check.

THE CUSTOMER must bear all the costs due to a faulty opposition whatever the means of payment used. As such, the opposition must be immediately lifted so that the claim can be represented and paid.

This clause must be brought to the attention of the banker or postal check accounts by THE CUSTOMER.

VII. SALE OF GOODS

1. Delivery delay

The items ordered are delivered within the time period indicated on the order form from receipt of the deposit, if a deposit has been stipulated on the order form or full payment from the CLIENT. The aforementioned delivery time depends on the commitments communicated by the suppliers of the **ECOCLOPE** Association.

2. Transfer of ownership

Whatever method of payment is chosen, the transfer of ownership to the CUSTOMER only takes place after full payment of the items ordered. However, the risks weighing on these items are transferred to the CUSTOMER as soon as they are received by the latter in the event of delivery or as soon as they are made available in the event that they are taken away.

3. Transport and delivery

The **ECOCLOPE** Association delivers the objects ordered by the transport of its choice. In the event that it is carried away, the items ordered will travel at the sole risk and peril of the CUSTOMER.

If the delivery is made by the **ECOCLOPE** Association or by a subcontractor carrier, the transport risks are the responsibility of the **ECOCLOPE** Association.

4. Responsibility

The **ECOCLOPE** Association cannot be held responsible for any delay or failure to perform the order or the contract concluded resulting from the occurrence of a case of force majeure, flood, fire, total or partial disruption or strike (including delivery and transport services), by a third party, by the price or by the buyer.

CANCELLATION OF THE CONTRACT

Consumer Code art. L.121-23 to 121-26

Conditions:

- Complete and sign this form.
- **Send it by registered letter with acknowledgment of receipt.**
- Use the address on the back.
- **Ship it no later than the seventh day from the day of the order or, if this period normally expires on a Saturday, Sunday or a public holiday, the next working day.**

I, the undersigned, declare that I cancel the order below:

- Nature of the goods or service ordered:
- Date of the order:
- Customer name:
- Customer address:
- Customer's signature:

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