

GENERAL CONDITIONS OF SALE

This document defines the general commercial, administrative and financial conditions of SAFE®, and are accepted by the buyer.

PRODUCTS

With the aim of improving or standardizing its ranges, SAFE® reserves the right to modify the characteristics of its products, include new items in its ranges, and even remove them. Consequently, only the designations and characteristics that appear in our offers must be considered as having contractual value. Those appearing on any other document, and in particular in our catalogs, are provided for information only, and do not have contractual value.

PRICE

Our prices are shown exclusive of tax. They are subject to the legal VAT rate in force at the date of delivery. For any order of less than € 100 excluding tax, a flat rate of € 21 excluding VAT will be invoiced for administrative costs. Our prices can be provided upon request. The applicable prices are those in force at the day of delivery. Prices are subject to change at any time, without notice. They are understood as ex-works (shipping, insurance, packaging (excluding bags) will be charged extra). Any tax, duty, or similar fees to be paid in application of French regulations, those of an importing country, or a country of transit are the responsibility of the buyer. The prices of our products generally include defined and standard packaging. SAFE® plastic pallets: SAFE® plastic pallets will be recorded at € 91 excluding tax per unit. The return of a minimum of 5 pallets will take place at the buyer's request (by email). Return of the pallet: € 89 excluding VAT per unit. In the event that the buyer wants delivery on a non-standard pallet, this will be invoiced with an additional cost of € 103 excluding tax per pallet, regardless of material (wood or plastic) or format. Special diets are systematically delivered on a one-way pallet. Delivery on a plastic pallet only takes place upon request, with a deposit of € 91 excluding tax per pallet.

TRANSPORT

The transfer of risks on the products, even for sales with carriage-paid, takes place upon shipment from the seller's industrial facilities. Consequently, goods always travel at the risk and peril of the recipient, regardless of the conditions of sale, mode of transport, and shipping methods. Claims for damage or missing items that buyers may make upon receipt of the goods must be made by means of written reservations and stated on the carrier's delivery note, which must be confirmed with the carrier within 3 business days in accordance with the provisions of Article 105 of the French Commercial Code, upon penalty of loss of all recourse to the carrier and insurance companies. Irrespective of the arrangements to be made vis-à-vis the carrier, claims for visible defects, the non-conformity of a product delivered or ordered, or on the packing slip must be made in writing within 8 days of the arrival of the products.

It is the responsibility of the buyer to provide any justification as to the extent of defects or anomalies observed. Repair for a lack of conformity can only take place in-kind (replacement), at the discretion of SAFE®, and within the limit of the amounts already invoiced.

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RETENTION OF TITLE

Our goods are sold with a clause expressly subordinating the transfer of their ownership to the full payment of the principal amount and ancillary fees.

It is however understood that the simple delivery of a document creating an obligation to pay, draft payment, or other, does not constitute a payment within the meaning of this clause. The original amounts due to the seller by the buyer shall subsist with all of the guarantees therein attached, including the retention of title, until such products have been actually been paid for. The above provisions do not preclude the dispatch of goods leaving the seller's industrial facilities, the transfer of the risk of loss or deterioration of the goods subject to retention of title to the buyer, as well as the damage they could cause. The buyer must take out insurance covering the risks arising from the shipment of goods.

As long as the price has not been paid in full, the buyer must set the goods delivered apart, and not mix them with other goods of the same nature from other suppliers. If they are not set apart, the seller may demand reimbursement or take back goods remaining in stock.

In the event of garnishment, or any other intervention on the goods by a third party, the buyer must inform the seller without delay in order to allow it to oppose such action and preserve its rights. The buyer shall also refrain from pledging or assigning the ownership of the goods as a guarantee. The buyer may not resell the goods acquired until their price has been fully paid to the seller. Any modification, transformation, or alteration of the goods is prohibited. If the buyer violates this prohibition, the seller will be authorized to take possession of the goods still in stock with the buyer after formal notice by simple letter. It is expressly agreed that in each and any event of late payment the full price will be payable without delay and may result in the immediate claim of goods delivered. In addition, in the event of the non-payment of any sum due, the sale will be automatically terminated after a simple request to pay has not been fulfilled. As a penalty clause, the buyer must pay a lump sum compensation of 15 % of the amount remaining due. This compensation may be fully or partially offset with down payments already paid by the buyer.

DELIVERY TIME

Delivery times are provided for informational purposes only. Delays cannot justify the cancellation of an order, and cannot give rise to compensation or penalties. All fortuitous events or force majeure, such as accidents, fire, machine breakage, strikes, riots, war, etc., releases us from delivery obligations.

Delivery on time can only take place if the buyer is up to date with its obligations towards the seller.

GUARANTEE

Our products are delivered in sealed packaging in accordance with law. Our products are guaranteed against all manufacturing defects until their expiration date (BBD or ED). We guarantee the concentrations indicated on our products. We expressly exclude any guarantee of results relating to the end use of the products, namely special diets. The buyer waives the right to refer to any lack of advice provided by SAFE®. It is the buyer's responsibility to provide proof of any non-conformity that may involve SAFE®. All apparent and visible defects must be communicated to SAFE® by buyers as soon as they are noticed, and the products must not be used as-is.

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If the products are used regardless, buyers will do so at their own risk. The buyer is responsible for the conditions of use and storage conditions of the products after delivery. Abnormal use or poor storage voids the product warranty.

PAYMENT TERMS

Payments are made:

- Net of discount, unless otherwise agreed upon,
- By cheque, bank, or postal transfer,
- 30 days net from the invoice date, without discount,
- Invoice less than € 1 60 including tax payable upon receipt.
- Late payment penalties in the amount of the half-yearly interest rate (Refi rate) of the European Central Bank (ECB), in force on January 1 or July 1, depending on the date of the order, increased by up to 10 percentage points (10%). These penalties will be applied from the day following the payment date shown on the invoice, the 31st day following the date of receipt of the goods, or the end of the performance of the service. Buyers paying late are also automatically liable for a lump sum compensation for recovery costs in the amount of € 40 per invoice, in accordance with Article L.441-6 of the French Commercial Code. Late penalties are payable without a reminder being necessary. In the event of late payment, the seller may suspend all pending orders, without prejudice to any due course of action. Any amount not paid on the due date appearing on the invoice automatically entails the application of late payment penalties. Depending on the risks involved, the seller reserves the right to set an overdraft limit for each buyer and require certain payment terms or guarantees at any time.

ELECTION OF DOMICILE AND JURISDICTION

Our elected domicile is that of our head office. For any dispute relating to the formation, validity, execution, interpretation or termination of sales contracts as regards specific conditions or these general conditions of sale that govern them, the Commercial Court of our head office will have jurisdiction, regardless of the place of delivery and payment method accepted, even in the event of the introduction of third parties, multiple defendants, summary proceedings, or counterclaims.