SODIS

SOCIETE DE DISTRIBUTION DES PRODUITS DE L'EDITION

GENERAL TERMS OF SALE

1. GENERAL CONDITIONS
The customer hereby acknowledges that he has examined the applicable general terms of sale. For certain catalogues the present general terms of sale may be completed by specific terms of sale.

2. GENERAL
All of our shipments, whether through broker agent or by post, are carried out at the consignee's own risk. Freight and delivery costs are payable by the customer in all cases.

3. RETURNS
All authorized returns are to be sent carriage free to our returns depot located at ZI - 14, rue Ampère - 77400 LAGNY - FRANCE. Returns will be credited upon receipt as per the bookshop's specific settlement terms and under no circumstances may be credited in advance.

3. EXCHANGE OF PALLETS
All shipments made from Sodis premises are considered to be in good condition. The purchaser may not make any claim for damaged packaging without having already informed the Carrier in writing of his objections. All EUROPE format pallets are returnable and remain the property of Sodis and must be returned in good condition to Sodis, carriage prepaid within a period of 2 months. Beyond this time limit, Sodis has the right to either demand an immediate return of the pallets, or to claim for the cost of their replacement. The maximum allowable yearly loss rate is set at 5% of the total pallet balance count.

4. RETENTION OF TITLE CLAUSE
Ownership of the goods being sold shall only be transferred to the purchaser after full payment of the purchase price. Thus, should the customer fail to pay any sum owed at maturity date, we shall be entitled, having given initial formal notice that remains unanswered, to reclaim immediately the delivered goods, and the customer will be obliged to return these goods in 1st request.
Although ownership is not transferred until full payment has been made, the purchaser is responsible for any damage, loss or theft of the goods upon delivery. The purchaser will therefore take out all necessary insurance to cover the risks.
In case of reorganization safeguard proceedings, bankruptcy, liquidation or other court-ordered proceedings being opened, the seller shall be entitled to claim ownership of the sold goods, which are considered to be fungible, as per articles L. 624-16 and L. 624-18 of the French "code of commerce".

5. PAYMENTS
Both our invoices and credit notes are payable in Lagny by computerized bill of exchange, within a time limit of 60 days calculated from the end of the current month. Our bills of exchange may in no event be used to modify the applicable legal court as listed below. They may be submitted for acceptance by our bank in advance of the payment deadline.
Late payment penalties will be applied as of the first overdue day in the event that the amounts owed are paid after the payment term which is specified on the invoice, completed by a fee of 40 euros, per invoice, for recovery costs. Late payments penalties are calculated based on an annual rate of 12%.
In the case of a purchaser having already breached one of these obligations (e.g., failure to pay or overdue payment) we reserve the right to refuse further sales at our discretion. In the case of an account being reactivated following a litigation procedure, for the duration of an observation period, the client shall only be served if payment is made in full at order placement unless he supplies sufficient payment guarantees. In such cases no discount for early or full payments apply.

6. CLAIMS AND DISPUTES
To be admissible, any claim or dispute must be filed within a period of two months after the date of the invoice, for customers in metropolitan France, and within a period of four months, for other customers.

7. JURISDICTION
Any disputes arising fall within the exclusive jurisdiction of the Paris Trade Court. This jurisdiction applies in court procedures that include multiple defendants or require forced participation or call upon guarantee obligations. It also applies in the event of payment being made by bills of exchange.
The non-payment of invoices by the agreed due date gives rise with full legitimacy to payment by the purchaser of a fixed compensation sum, as specified under Article 1226 of the French civil code, set at 15 % of the cost of the unpaid invoices, without subsequent impact on any claims which may be made in application of article 700 of the NCPC (new French code of civil procedure).

Date : Client : Signature and Company stamp :

Please complete this document by adding the company stamp, preceding the signature with "read and approved" and then return it to "SODIS".

Correspondance : 128 av du Mal de Lattre de Tassigny - 77403 LAGNY CEDEX Tél. : 01 60 07 82 00 - Fax 01 64 30 92 22
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