

2020 General terms and conditions

These general terms and conditions of sale of the company SPORTIFRANCE are practicable only for the sales realised with the multi-brand shops and for deliveries in metropolitan France. By ordering the products, the customer acknowledges having taken note and accept them notwithstanding any clause to the contrary appearing in his own documents.

1- Prices

a) All prices are in euros and excluding tax. Additional postage, packing and management costs.

b) **Prices are valid until 31/12/2020**, within the limit of available stock.

Because of the exchange rate fluctuation of the raw materials and the currency rate, we may modify our prices without delay.

c) No minimum order,

Free delivery from €320.00 excluding tax in metropolitan France (excepted Corsica) for all orders placed **on the website www.sportifrance.com**.

To know the transport costs for all orders outside metropolitan France, please call +33 (0)2.44.37.00.16

Articles marked with the following logo  are subjected to shipping costs and are never delivered free. Please contact us to know exactly the shipping costs of these concerned products.

d) Applicable discounts are only valid after a written confirmation received from the SPORTIFRANCE team. They will be given provided that our customers respect our general terms and conditions, that is to say one delivery on the same place or several orders during a defined period preceding the discounts.

e) All our orders are invoiced in euros and payable in euros.

2- Orders

a) The orders have to be placed on our website www.sportifrance.com or by email. If the order results from a quote sent by our company, the client has to sign it and send it back to us. The promotional offers are within the limit of available stock and are non-binding for SPORTIFRANCE. An acknowledgement of order will be sent by email to receive your confirmation and then the order will be firmed and definitive, including the acceptance of our general terms and conditions.

b) In case of modification or partial/total cancellation of an order, the customer has to send his request by email, no later than 5 business days after receiving his order. If this deadline is not respected, the customer will have to pay us a total of 20% equal to the ex-tax value of the concerned products.

c) The goods ordered are exclusively for customer whose name and address are indicated on the order. The sale of these items to other shops or points of sale without the prior written agreement of SPORTIFRANCE is not allowed. In the case of retrocession, SPORTIFRANCE reserves the right to stop the business relationships with the customer.

d) The order has to mention:

- our reference and the name of the article.
- the quantity, size and colour.
- the applicable price
- the desired shipping time

e) **We reserve us the right to endorse an order, after examination of the financial situation of the customer.**

f) When the above prescriptions are filled, contract is concluded for one year at the date of signature. It can't be cancelled by the customer, except with the prior written agreement of both parties.

3- Deliveries

a) The delivery is when products are unloaded in the agreed place of delivery indicated on the order and the acknowledgement of order.

b) The delivery time will be specified for information purposes only when the customer places his order, subject to availability of the goods.

c) Incoterms (2010 version) used for the transport of the goods are FCA or FOB. The incoterm EXW is accepted only for European customers.

d) **Complaints concerning deliveries will be accepted within 48 hours after the receipt.**

e) Goods are transported at the customer risk, even when he has free delivery. In case of damage, theft, total or partial loss, the customer has to contact the carrier/the forwarder.

f) *Late delivery:*

The delivery time is given for information purposes only and the delay will not give any discount or order cancellation to the customer.

g) *Absence of delivery:*

If SPORTIFRANCE can't deliver due to force majeure or delay not planned in the delivery of his raw materials or defective delivery of his suppliers, this reconsider the sales contract. The buyer can't demand a shipment at the previous date and can't ask a compensation neither.

h) *Product return:*

If the customer needs to return its product, he has to send an email to his contact person to know the procedure.

4- Invoicing

All the invoices are dated from the day when the goods are ready to be shipped.

Invoices are downloadable directly on the website www.sportifrance.com in your account.

5- Payment terms

a) Means of payment:

Payment before shipment for any order of customer located outside metropolitan France or for any delivery outside metropolitan France.

b) Financial guarantees:

For all new customers, the maximum amounts outstanding is €1,500.00.

SPORTIFRANCE reserves the right at any time and based on risk exposure to fix a limit to the amounts outstanding of each client and to request some bank guarantee.

SPORTIFRANCE can either cancel the order or modify payment terms of the customer if the banking and commercial information allow to doubt of the on-time payment.

All late payment will generate the loss of the current trade conditions (discount, etc.).

c) Title retention clause:

The goods sold will remain the property of the seller until the total payment.

Any mistake of wording or printing will not be our responsibility. Pictures of our catalogue are not contractual.

6- Guarantee

a) We guarantee our customers against apparent defects which might affect our products if they informed us by email, within 8 days from the date of receipt of the products.

b) If we recognise defects and in compliance with the delay mentioned in the clause (6-a), our guarantee will be limited to the replacement of the products and we can't be held responsible of other damage suffered by our clients.

c) The above clauses are not stumbling block to the application of the legal guarantee of the latent defects. However the guarantee of latent defects will not be applied if the concerned products suffered from deteriorations because of an abnormal use or contrary to the terms of use specified on the products or their marking, packing or any other document given with the products.

f) If the situation of one of our customers changed likely to jeopardise our debts such as: incapacity, dissolution of a company, receivership or compulsory liquidation, we will have the right to solve any agreement reached with the customer by registered letter and without prejudice to any damages that we may be entitled to claim.

7- Sampling

Samples will not be returned or exchanged. Indications which can be given to help the customer to choose the correct size for a textile article are just to inform you. No good will be returned if they are not the right size.

We advise you to try samples knowing that all models are not the same.

8- Competent tribunal

For any difficulty resulting from the execution of the contract, both parties assign the jurisdiction to the commercial court of La Roche sur Yon (85) – FRANCE, which will be the competent tribunal, notwithstanding plurality of the defendants and any clause to the contrary figuring in the purchasing terms of the customer.

On/.../.....

SPORTIFRANCE signature

**Partner signature preceded by the handwritten words
«Read and approved»**