

Standard terms and conditions of sale

These standard terms and conditions of sale are supposed to be accepted in their totality, without exception, by the Buyer, at the moment he confirms the order, as well as the particular conditions of sale mentioned in the offers and the cost estimates of the Seller, known as GRIS. The Seller and the Buyer agree that these standard terms cancel, replace and make unenforceable every other contractual provision, especially from the Buyer, except express and written approval from the Seller. This way, they rule exclusively their relation.

The Seller can modify, without notice, the aforementioned standard terms that can be used from the moment they are on line. Nonetheless, only the standard terms in force at the moment the command is confirmed by the Buyer can be opposed to him.

If a standard term is missing, it is considered to be ruled by the current customs in the commercial sector between professionals whose headquarters are located in France.

Article 1 - Object

These standard terms aim at defining the rights and obligations of the parties as part of the sale of goods, material and services offered by the Seller to the Buyer

The Buyer defines himself as a professional of the food sector, restaurant industry, bar or hotel trade. Also, with his order, the Buyer recognizes his full legal capacity to commit as a professional in the meaning of the preliminary article of the French Consumer Protection Code in accordance with these standard terms and conditions of sale.

The Buyer recognizes expressly, and in any case, that the object of this contract is part of his main activity.

The products paid by leasing are ruled by different and specific contracts and these standard terms cannot apply.

Article 2 - Order

The Buyer, after having registered, send to the Seller his order, mainly on line, from the online catalogue and from the form on the website.

For the purpose of registration, the Buyer must compulsorily complete

All the mandatory information asked. The Seller reserves the right to prevent from using the Buying account in case he finds out the Buyer gave incomplete, inaccurate or non-compliant information.

The Buyer declares and confirms that he will use his user account professionally and in the part of his main activity. In case of false declaration, the Buyer is responsible for the consequences (penal, fiscal, etc.) and commit to protect the Seller from all the consequences this one may suffer due to this.

The Buyer is the only one responsible of his logging details and from any fraudulent use of these. The Buyer must do all his possible to preserve the security of his account and warn the Seller without delay if he considers this one has been compromised.

The order is confirmed by the Buyer, after having checked the details and in particular the final price and after having corrected possible mistakes. To confirm, the Buyer previously need to fill in the necessary information on the website and verify them, in particular the address, the delivery method, payment method and the acceptance of these standard terms. Each order means acceptance of the prices and of the description of the products available.

At the moment the order is confirmed by the Buyer, or as an exception, when it is made by any other mean (fax, email, phone, in particular when the company sent a cost estimate), the Buyer recognize expressly having taken note, confirm the necessary information, in particular the address, the delivery method, the payment method and the acceptance of these standard terms. At that point, the order is considered as firm and definitive.

Every disagreement on this point will intervene in the case of a possible exchange of the warranties hereinbelow mentioned.

In some cases, in particular when waiting for the payment or in case of total or partial non-payment (ex. Payment by check or bank transfer), wrong address or any other problem on the Buyer's financial institution account, the Seller reserves the right to block the execution of the order until the problem is solved.

If the problem isn't solved in a reasonable time, the Seller has the right to not fulfil the order. The Seller can also refuse to fulfil the order of the Buyer, in particular if this one is abnormal or suspicious (quantities for example), in case of obvious mistake on the price or if the Buyer don't respect his obligations, in case of a lack of information for the Seller to fulfil the aforesaid order. In all of these cases (from this paragraph), the Seller's responsibility can't be invoked.

In case the ordered product isn't available, the Buyer will be informed the sooner possible by email. The Buyer will then have the choice to be repaid or to process to an exchange (and choose another product available) or, with the agreement of the Seller, waiting for the product to be available again, in a predictable and purely informative delay given by the Seller. If, at the end of this delay, if the product in question remains unavailable, the Buyer has the same choice as above, and he can't, consequently and in any case, ask for a compensation to the Seller.

The cancellation of the order of this product and its possible repayment, by check or by bank transfer within the 15 (fifteen) days starting from the confirmation of the order, will be made in the case the Buyer ask for it; the rest of the order still is firm and definitive.

Article 3 - Information about the products

Characteristics of the products

The products ruled by these standard terms are the ones mentioned on the Seller's website or on the technical documents sent by the Seller. When ordering, availability date is given as an indicative basis. The Seller's responsibility couldn't be invoked By the Buyer in case of unavailability of the product or lateness in construction or dispatch of the order.

The products are described and presented the most precisely possible. However, if mistakes or omissions occurred in this presentation, the Seller's responsibility couldn't be invoked.

Photos of the products are non-contractual.

The Buyer, before confirmation of his order, has to notify to the Seller the quality or the specific use of the product he wants. The Buyer has to read carefully the description of the product, its technical characteristics and the conditions of use detailed on the website or on the technical documents given, and also to verify that the product he wants to order corresponds to his needs and expectations.

In any case the Seller's responsibility could be invoked by the Buyer if this one ordered a product that would not fit his needs and expectations without letting know the Seller. Compliance of the products with the regulations practical in France.

The products sold by the Seller comply with the regulations applicable in mainland France. The Buyer need to verify the compatibility and the compliance of the products with the regulations of the country of destination, in case he would use these products abroad or export them.

The Seller's responsibility couldn't be invoked by the Buyer or any third party in case of use, exportation of products that don't comply with any other legislation (except France), and the Buyer recognize and accept it expressly.

Article 4 - Price

Because of the fluctuation of his supplier's prices, the Seller reserves the right to change his prices at any time but commit to apply the prices applicable indicated at the moment the order is confirmed, subject to availability of the products ordered at that date. Therefore, the Buyer need to consult on the website the prices applicable before making any order.

In any case, the Buyer can't invoke some right against the Seller in order to get a price previously or subsequently proposed by the Seller on the website.

The prices of the products are indicated in euros. They don't take into account the delivery fees, that are additional and indicated before the order is confirmed. Prices are also indicated excluding Tax (applicable the day of the order). Therefore, the prices are indicated in euros, excluding Tax (any change of the applicable VAT rate will automatically be taken into account) and excluding the delivery fees charged additionally at the order.

If one or several taxes or taxation, especially environmental, were created or modified, being higher or lower, this change could be taken into account on the retail price of the products.

Article 5 - Payment

It concerns an order with payment obligation, which means that the confirmation of the cost estimate with the mention "signed and agreed" implies the payment of the Buyer. The payment must be done before the products are shipped out, except for lease-option or any other agreement of the Seller.

In any time, the amount paid couldn't be considered as deposit. No reduction for early payment or cash payment is granted. However, payment extensions can be granted by the Seller on written and explicit agreement between the parts.

The payment is considered done when the amount is at the effective disposition of the Seller on his bank account.

The payment must be done by bank transfer or exceptionally by check.

The Seller, in order to verify that the Buyer is not using someone's bank details against his will, can ask the Buyer to give an ID duplicate as well as a proof of address and a Kbis extract. The order will only be confirmed after receipt and verification by the Seller of these pieces.

In case the Buyer pays by check or by bank transfer

We have to remind that the order will be shipped out only after the verification of receipt of the check(s) or bank transfer(s); and that the amounts are at the effective disposal of the Seller on his bank account.

Title retention clause, no matter what the payment method is:

If by extraordinary mishap, or by written and explicit agreement between the parts, no matter what the payment method is going to be, the order had to be shipped out to the Buyer, before the amount was made available, corresponding to the whole debt due to the Seller, on the bank account of this one, it is expressly agreed that the Seller reserve the whole title of the delivered products until the total payment of the main price of the products, of the interests and of every additional fees. The execution of this title retention clause is detailed hereinafter.

Every amount unpaid at the due appearing on the bill (or any other contractual document between the parts), no matter what the payment method is, will automatically constitute, except the payment of the remaining sums, the day following the payment date written on the bill (or any other contractual document between the parts), the application of delay penalties. They are calculated on the amount including VAT of the unpaid sums: by applying a rate equal to 3 times the legal interest rate.

At the payment of these sums is automatically added a 40 euros compensation for recovery costs.

When the real recovery costs are superior to the amount of this fixed compensation, the Seller can ask for an additional compensation on written proof(s).

In any case, the received payments are charged on the deliveries (or services), the older benefiting the Buyer.

Furthermore, the Seller will also have the capacity to notify the cancellation of the concerned sale contracts, the Buyer must then return the unpaid products, subject of a title retention clause (aforementioned), yet delivered, at his costs and risks.

Furthermore, the Seller could demand the compensation for the damage suffered.

We remind that the Seller can also refuse any new order or suspend the execution of the current orders until the sums due are entirely paid or until the constitution by the Buyer of the payment guarantee in favour of the Seller.

A compensation will automatically occur between the sums due by the Buyer to the Seller and the ones due by the Seller to the Buyer and in the terms and conditions established by the article L 442-6-1-8 of the French Commercial Law. Therefore, the Buyer expressly agrees that this compensation, concerning the closed sale contract(s) between the Buyer and the Seller, may be automatic and immediate.

Article 6 - Implementation of the title retention clause

The Seller keeps the property of the delivered products until the full payment of the price and potential late payment indemnity, and other sums and additional fees related to it.

The Buyer is forced to allow the identification and the claim of the delivered products at any moment. It is forbidden for the Buyer to make the concerned products unmovable (in particular by fixing them in an irremediable way).

From an explicit agreement, the products available at the Buyer's place are designed as the ones whose bills haven't been fully paid.

The Buyer commits, if required, to automatically assign to the Seller the debt due to his sub-buyers, up to the amount of the sums due. The Buyer must also inform immediately the Seller of any seizure, in favour of a third party, of the delivered products and whose title is reserved at the favour of the Seller.

It is forbidden for the Buyer to pawn or give up the guarantee of the property of the aforesaid products.

In case of total or partial non-payment at any due date and fifteen (15) days after the first presentation of a formal notice by registered letter, fully or in part, unsuccessful, the Seller reserves the rights to continue the forced execution of the sale or the cancellation of this sale.

In the latter case, the product must be at the immediate disposal of the Seller, unless this one demands, by any mean (registered letter, fax, summons by the bailiff, contradictory stocktake, etc.) the return of the products at the Buyer's risks and cost.

Any sums paid in by the Buyer will remain acquired as damages, without preventing the Seller to demand additional damages.

The actual title retention clause doesn't interfere with the risk transfer related to the loss and deterioration of the product sold.

Article 7 - Delivery

Delivery time

The Buyer accepts the delivery fees given on the cost estimate. The delivery is made by the transporter. The Buyer has to indicate if there are any time priorities for the delivery or anything else (narrow street non-accessible with an articulated lorry for example).

The product ordered are delivered, in principle, after the full payment of the sums due by the Buyer to the Seller.

Except in the case of force majeure or during the closed period, the shipping time are, within the limits of available stocks, more or less 8 days after the confirmation of the order.

These periods, varying in principle between two (2) or eight (8) work days (if the product is available) for a delivery in mainland France, are given in good faith and for information purpose only.

Delay in delivery

In case of delay, the Seller's responsibility couldn't be invoked, and this, for any reason whatsoever. As a consequence, the complaint of the Buyer for a delay could not generate any penalty or compensation at the expense of the Seller.

Delivery methods and risks transfer

Despite the application of the title retention clause, the risks transfer intervenes at the place and time mentioned in the order, at the first presentation of the transporter at the place given by the Buyer.

Unloading the products is in any case the exclusive responsibility of the Buyer. Every unloading intervention of the products must be, unless otherwise specified expressly by the parties, done in covered platforms and at the street level.

The products are delivered at the address given by the Buyer on the order form. The Buyer must check it is correct. Every parcel returned to the Seller because of an incorrect or incomplete address will be sent again at the costs of the Buyer. The Buyer can, if he asks for it, have the bill sent at the billing address and not at the delivery address.

If the Buyer isn't here the day of the delivery, the delivery driver will let a delivery notice in the letterbox. It will allow to contact the transporter again to fix an appointment for the delivery.

If the Buyer directly picks up the product inside the Seller's place, the risks transfer from the Seller to the Buyer occurs as soon as the Seller put the product at the Buyer's disposal, in a place that is

accessible to him. Every intervention for transport, loading and unloading are made at the risks, costs and under the supervision of the Buyer.

In the absence of a reservation mentioned by the Buyer to the Seller at the moment of the taking away of the product, the latter is considered being in perfect condition, without any anomaly and in compliance with the order.

Reservations for the transporters

In case of damage(s), delay, missing product(s), the Buyer need to record the reservations and protests to the transporter, in the receipt document, imperatively dated, signed and countersigned by the transporter or his employee, conductor. This way, if at the moment of the delivery, the original package is damaged, ripped, open, the Buyer need to check carefully the state of the articles.

If they have been damaged, the Buyer must absolutely refuse the package and note a hand-written reservation that precise the anomaly seen on the delivery note (example: package refused because open or damaged) that he signs and make countersign.

The Buyer's attention is also brought to the fact that he needs to confirm by registered letter with an acknowledgement of receipt within three (3) days, except public holidays, after the receipt, in compliance with the provisions of the article L 133-3 of the French commercial law, his protests and reservations told to the transporter (and 48h following the delivery in case of international transport).

The Buyer commit, moreover, to inform the Seller by sending him, without delay and at the latest in the 48 hours after the delivery, by all the written means (but against proof of receipt: acknowledgement receipt of registered letter, of fax, of email...) a copy of this post at the Seller's address.

The respect of these regulations is necessary to invoke the responsibility of the transporter, in case of damage of partial loss. In the opposite, the Buyer will assume the exclusive cost of the possible consequences of this non-respect.

The verification of the package is considered done as soon as the Buyer, or the person receiving the package, then acting on behalf of the Buyer, and/or authorized by him, signed the delivery note.

Article 8 - receipt and compliance of the products

The Seller commits to deliver a product that complies with the order sent to the Buyer. We remind that the latter is the only one responsible of the match between this product and his needs and expectations and the use he will make of the product.

Without prejudice of the reservations needing to be noticed by the Buyer to the transporter (see hereinabove), every complaint for a delivery mistake or for the compliance of the product (in kind, in quality or quantity according to the order) must be brought to the Seller's attention, at risk of

inadmissibility, in writing, as soon as possible and at the latest three (3) calendar days from the receipt of the product by the Buyer.

The complaint can be made, at the choice of the Buyer, by any written mean (but with receipt proof: acknowledgement of receipt of registered letter, fax, email...)

To be acceptable, this complaint must imperatively mention the reference numbers and the dates of the documents for the order and the delivery.

The Buyer has to present any justification as for the existence of the noticed non-compliance. The Buyer will have, if necessary, to make his possible to help the identification by the Seller of the concerned product(s), as well as the observation of the claimed facts, including the right to proceed directly or with any third party to any observation, control and any exam at the Buyer's place.

The return of the non-compliant product is authorized and accepted only after preliminary and written agreement of the Seller. Any unjustified return could be demanded by the Buyer. The product has to be returned to the Seller by the Buyer, without modification, as a whole and in its original condition (package, accessories, instructions...) in a delay of fifteen (15) calendar days from the moment the Seller recognizes the non-compliance and, at the address the latter would have indicated.

The return fees are at the expense of the Seller.

The Seller's responsibility is strictly limited to the exchange of the non-compliant product or at its refund, at the invoice price, except any damages.

Any complaint that don't respect the defined rules in these articles, in the conditions and given delays, won't be taken into account. The product delivered will be considered in compliance. The Seller won't be liable at all concerning the Buyer.

According to the article L 442-6 of the French commercial law, any refusal non-justified by the Buyer to receipt all or part of the product and to return them, will have as consequence the invoicing of delivery fees, other caused fees and the assignment of possible damages benefiting the Seller.

Article 9 - Legal guarantee of the latent defects and responsibility for defective products

In case a defect appears later, hidden at the moment of the sale, making the product unsuitable for its normal destination, the Buyer has to justify and notice to the Seller the existence of this defect within thirty (30) calendar days from the moment it has been discovered. This notification has to Mention all the reference numbers allowing the Seller to identify the order and the delivery of the product.

The Buyer will have, if necessary, to make his possible to help the identification by the Seller of the concerned product(s), as well as the observation of the claimed facts, including the right to proceed directly or with any third party to any observation, control and any exam at the Buyer's place.

When the vice making the product unsuitable for its destination has been notified by the Buyer and admitted by the Seller, the latter commit to either give back the price of sale of the product by way of compensation of the return of the product by the Buyer, either to replace it or fix it (pieces, labour and delivery) at the exclusive costs of the Seller, except any damages.

In addition, the Seller can ask for a product to be returned. The process of withdrawal/recall will intervene in collaboration with the Seller and the Buyer, who commit, in that case, to make any necessary process with his own clients or third parties.

Article 10 - Seller's responsibility and commercial warranty of the products

[Conditions of limited responsibility of the Seller](#)

The Buyer has to read carefully the instructions related to the technical characteristic of the products given by SARL GRIS and to strictly respect the conditions of use recommended. The Buyer will be the only one responsible of the consequences related to the non-respect of these conditions of installation, use, storage, and of the environment of the product.

The Seller's responsibility couldn't be invoked by the Buyer, in any case, if these obligations weren't respected, and the Buyer admits and accepts it expressly.

The Seller's responsibility couldn't be invoked in case of non-compliance of the products with the standards and regulations that would be effective after the delivery or in case of deterioration or damage affecting the products non accountable to the Seller.

The Seller's responsibility could only be legitimately invoked in case the Buyer prove the existence of a mistake imputable to the Seller, of a prejudice and of a direct causal link between the mistake and the prejudice.

The Seller's responsibility will be strictly limited, in any case, to the direct, certain and predictable prejudice, excluding any other prejudice (indirect...) and, in any case, will be limited to the amount paid in by the Seller for the order of the Buyer.

[Commercial guarantee of the products](#)

The Buyer benefits from a commercial warranty offered by the Seller for any manufacturing defect on new products sold. This warranty only applies in mainland France, Corsica included (Overseas Departments and Territories, European countries and other continents are excluded from the warranty)

The warranty doesn't cover either the anomalies (damage, partial loss...) or the apparent defects, or the non-compliance, existing at the moment of the delivery, or the hidden defects (see hereinabove).

The warranty doesn't cover any defect or breakdown that would result, directly or indirectly, from a bad installation, a faulty maintenance, an inappropriate use of the product, the storage conditions or the environment, non-compliant with its smooth operation (undervoltage, overvoltage, lack of power of the meter...) or in a general way non-compliant with the instructions and dictates indicated by SARL Gris (in particular in the user manual).

The warranty doesn't cover electrical or electronic pieces, spotlights, light bulbs and electrical motors unprotected with a circuit breaker.

Any modification of the product by a non-qualified person excludes the implementation of the warranty.

The products benefit from a 2 year-warranty for pieces and services. The costs for trips, shipment and reshipment as well as all the additional charges, are the Buyer's responsibility. Trip costs scale

A1 without maintenance contract 0,7€ excluding Tax per km (return trip) + time for the trip 35€ excluding Tax per hour driving

A2 with a tranquillity contract 1€ excluding Tax per km (single way)

A3 with a VIP maintenance contract 0,7€ excluding Tax per km (single way)

The warranty implements in the following conditions

The Buyer must inform in writing, and in the shorter delays, the Seller that will remind him the intervention terms and conditions and the potential return of the product to the workshop of SARL Gris

Every faulty piece must be return for the expert assessment before using the potential warranty. The faulty pieces will be sent in postage paid at the Buyer's responsibility

As part of the commercial warranty of the products, any replacement machine can be loaned during the repairs. (Except for VIP maintenance contract).

In any case the Seller can be considered responsible for other potential damages such as loss of income, loss of customers, product loss or others that will come out of the deficiency of the product of any other cause.

Article 11 - Absence of the right of withdrawal

We remind that the Buyer acts respecting these standard terms and conditions of sale, as a professional of the food industry, restaurant industry, bar or hotel trade... And that, in any case, the object of the contract enters in the field of his main activity.

Also, as a professional, in the meaning of the preliminary article of the French Consumer Code, entering into the field of his main activity, the Buyer don't benefit from any right of withdrawal.

Article 12 - Force majeure

Any circumstances independent of the will of the parties, preventing the execution in a normal way of their obligations, are considered as a ground for exempting the obligations of the parties and lead to their suspension.

The party invoking the circumstances mentioned hereinabove must inform the other party when they occur and when they end.

Every following element is a case of force majeure: any event being out of the Seller's control (or his service provider) that couldn't be expected when entering into the contract and whose effects can't be avoided by suitable measures and that prevent the execution of the Seller's obligation (or his service provider).

The parties will contact themselves to look into the repercussion of the event and to agree on the conditions to continue the execution of the contract. If the case of force majeure lasts more than three (3) months, each party will be able to cancel the adjourned order, without any compensation, by notifying this cancellation by all written means (with acknowledgement of receipt of registered letter, fax, email...).

Article 13 - Partial non validation of a stipulation

If one or several stipulations of the present standard terms and conditions of sale are considered invalid or declared invalid by the application of a law, a rule or after a definitive decision of a competent court, the other stipulations will keep all their effect and impact.

Article 14 - Non-waiver to a right

The fact that one of the parties don't invoke a failure of the other part to any of the obligations mentioned in the present standard terms cannot be taken in the future for a renunciation of the concerned obligation.

Article 15 - Title

In case one of the titles at the top of the clauses, or any clause may be difficult to interpret, the titles will be considered non-existent.

Article 16 - Other stipulations

The Buyer admits that buying products on the website does not imply, at his benefit, the transfer or the concession of any intellectual property right.

The parties accept that the information exchange between them is strictly confidential. At any time, one of the parties can demand that the confidential information in possession of the other party are given back or destroyed within the seven (7) work day.

Article 17 - Applicable law & delays & attribution of competence

The contract between the parties and the present standard terms are subject to French law.

The parties commit in looking for an amicable solution to any disagreement resulting from the interpretation or the execution of the contract.

The parties admit expressly that, by way of derogation from provisions applicable, any dispute that can occur between them will be lapsed within one (1) year after the causal event.

The parties, being traders, admit that only the commercial court of

Le Puy-en-Velay (43) is competent to know every dispute concerning the formation, cancellation, interpretation, execution, the solution/cancellation of the present standard terms and/or a relative contract and/or accessory and/or linked and/or responsibilities (contractual and/or ex delicto) that can be looked after in this framework or resulting from it.