

# General Terms and Conditions of Sale -1/2

## **Article 1 - Purpose and Scope**

These general conditions govern the relationship between the Client and BMPB France. The Client acknowledges having read it. Any order implies the Customer's unreserved acceptance and full acceptance of these General Terms and Conditions of Sale, which prevail over any other document and in particular over any general terms and conditions of purchase unless otherwise agreed by BMPB France. Any document other than these general conditions of sale and in particular advertising brochures, publication on the website, etc... has only an informative and non-contractual value. These general terms and conditions shall take effect from the date on which BMPB France acknowledges receipt of the Customer's order by electronic, fax or mail.

## **Article 2 - Identification of the seller**

These General Terms and Conditions of Sale are published by BMPB France, a simplified joint stock company with a capital of €100,000, whose registered office is located at Bâtiment F - 61, rue Depagneux - 69400 Limas, France registered in the Villefranche-Tarare Trade and Companies Register under number 510 669 807 - Tel: + 33 (4) 74 03 81 77 - Fax: +33 (4) 27 50 19 37.

## **Article 3 -Order**

By order, we mean any order relating to BMPB France's products. The prices quoted on the proposals are valid for one month from the date they are sent. The customer acknowledges having, prior to the acceptance of his order, had the opportunity to check the details, the price, and to correct any errors.

## **Article 4 – Duration - renewal of the contract**

Whatever the nature and type of contract subscribed for the term specified in the special conditions, the contract is tacitly renewed for the same term, unless either party gives notice of termination by registered letter with acknowledgement of receipt at least 60 days before the anniversary date of expiry of the said contract, for any contract with a term exceeding 3 months. This clause is decisive for the nature of the contract.

## **Article 5 - Payment terms - penalties**

The amount of the order accepted by the customer is payable at the time of ordering for the deposit and the balance upon receipt of the invoice or upon receipt of each monthly invoice as part of the Service Agreement. The right to use the files is, unless otherwise specified, linked to full payment of the invoice. Payments are exclusively made by the Client to the order of BMPB France and are made in Euros, by bank cheque, postal cheque, bank transfer or direct debit. Drafts or promissory notes are not accepted, unless explicitly stated otherwise on our quotations and/or invoices. In the event of non-compliance with payment deadlines exceeding sixty (60) days from the date of issue of the invoice, default interest will be applied, in accordance with Article L. 441-6 of the French Commercial Code, calculated on the basis of the legal interest rate in force.

## **Article 6– Tarification**

BMPB France reserves the right to modify its terms and prices. These changes will only affect orders that are subsequent to such changes.

## **Article 7 - Assignment of the contract - Use of information by the customer**

The contract between BMPB France and the Customer may not be transferred in any form without the previous authorization of BMPB France.

The Client expressly agrees to not use the information provided by BMPB France only for his personal needs. Any reproduction, even partial and on any medium whatsoever, is prohibited, unless expressly authorized by BMPB France.

The Client expressly refrains from transferring, transmitting or communicating to a third party, even to a subsidiary or parent company, in any form whatsoever, even free of charge, the information contained in the files provided by BMPB France.



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## **Article 8 - Responsibility of BMPB France**

BMPB France cannot be liable for the use of the files made by the Client.

In no event shall BMPB France be liable for indirect damages such as absence or low response rate or commercial disruption. Any action brought against the Customer by a third party constitutes indirect damage and therefore does not give rise to any right to compensation.

BMPB France shall not be required to compensate the Customer for the destruction of its data and files that it is the Customer's responsibility to safeguard.

BMPB France is exempt from any liability if the non-performance or improper performance of the contract is attributable either to the Customer, or to the act of a third party, or to a case of force majeure.

BMPB France shall inform the Customer of the occurrence and termination of such an event by any means of communication allowing a determination of the exact date of receipt of the notification, within 10 days of BMPB France's knowledge of the occurrence or termination of the event.

In the event of a temporary impossibility to execute this contract, due to an event of force majeure, its execution will be suspended.

When the suspension exceeds 90 consecutive days, either party may choose to terminate the contract.

## **Article 9- Obligations and Responsibility of the Client**

The Client must ensure that it has all the legal and administrative authorisations necessary for the use of the information transmitted.

The Client declares that he respects, within the framework of this contract, all the provisions of the French Data Protection Act n°2004-801 of 6 August 2004, as well as the texts related to the sending of e-mails and in particular the fact of including in all messages an unsubscribe address.

The Customer is fully responsible for the use of the information transmitted.

He shall refrain from any use of the information transmitted that is contrary to morality, to the legal provisions in force or does not correspond to an economic or information purpose.

## **Article 10- Right of quotation**

BMPB France has the right to quote the Customer in its commercial references unless the latter expressly objects.

## **Article 11 - Resolutive clause**

The order concerned and all orders in progress shall be automatically terminated if the Customer fails to pay all or part of the price or fails to fulfil one of its essential obligations within 10 days of the date of presentation of a registered letter with acknowledgement of receipt stating this failure and serving as a formal notice to remedy it within the same period.

Any deposits paid on the prices of orders will then remain the property of BMPB France.

BMPB France also reserves the right to require payment in addition to the payment of unpaid invoices:

- As compensation for the damage incurred, a termination indemnity equal to the total amount of the sums remaining due under the Contract after termination;
- To ensure the proper execution of the Contract, a penalty equal to 10% of the termination indemnity.

## **Article 12 - Assignment of competence**

Any dispute relating to the interpretation, validity or execution of these terms and conditions shall be under the exclusive jurisdiction of the Commercial Court of Villefranche-Tarare (Rhône).

