

1. BINDING NATURE OF THE TERMS AND CONDITIONS

All orders are made by virtue of these general terms and conditions of sale unless prior express agreement is given. Orders taken on this site (<http://shop.clayrtons.com>) are confirmed within five (5) calendar days. Failing this, the order is deemed not to have been accepted.

Any clauses or statements contrary to these general terms and conditions of sale and which might appear on the purchase orders or confirmation documents or any other document or correspondence are deemed to be null and void, unless otherwise expressly stipulated beforehand by Clayrton's.

2. ITEMS SOLD

The items sold, the subject matter of the contract, are those offered on the date of confirmation of the order, unless in the event of special production.

3. DELIVERIES

Our delivery times are given strictly for information purposes only. In the event of a delay, no orders may be cancelled or reduced unless they have been preceded by notification which must in all cases include a performance period of at least fifteen (15) days. Furthermore, no delay in delivering shall represent an entitlement to compensation of any kind whatsoever.

Whatever the method of sale and shipping, the goods shall be delivered carriage paid unless otherwise stipulated. Goods are transported at buyer's risk.

4. RECEIPT

Goods must be checked as soon as they are received. In the event of a dispute linked to transportation, notification must be made within forty-eight (48) hours by registered letter with acknowledgement of receipt to the carrier.

At all events, claims received more than eight (8) days after the delivery shall not be admissible.

5. PRICES

Our prices are those that appear in the price list in force at the time of ordering, or, for special production, those stipulated on the special offers. All of the pricing terms and conditions appear in a price list available should customers specifically request it.

6. PAYMENT

The method of payment is that in force at the time of delivery. Unless otherwise stipulated, the payment period is sixty (60) days after the end of the month in which the invoice is received. Any invoice not paid by the due date shall, following prior notification to pay within eight (8) days having gone unheeded, rightfully result in the payment of interest for delayed payment fixed at 1.5 times the legal rate of interest, on the date of invoicing. Interest accrues from the due date until the day that the invoice is actually paid. In addition, the amounts unpaid on the due date shall be automatically increased by a contractual penalty clause fixed at fifteen (15) % of the principal amount due, with a minimum amount of eighty (80) euros.

In the event of drafts being issued, non-payment of one of them on its due date shall result in all the other drafts issued after it becoming payable immediately.

7. GUARANTEE REQUIREMENT

Our company reserves the right to request guarantees of solvency even during the performance of a contract and to amend the terms and conditions of delivery or payment if these guarantees are not forthcoming.

8. FORCE MAJEURE

We cannot be held liable for any circumstances of force majeure such as war, strikes, fire, flooding, lack of raw materials, shortage of equipment, accidents, act of State, or any other cause resulting in production in our factories being stopped either partially or wholly.

9. RETURNS

In the event of failure to pay in full and the goods being taken back by the seller, the advance payments received shall be forfeited (up to thirty (30)% of the overall price) by way of compensation for the non-performance on the part of the buyer.

10. RETENTION OF TITLE

Our goods remain our property until full payment for our accessories is received. Risk of the goods shall pass to the customer upon their being sold.

11. JURISDICTION

Should the parties fail to reach agreement, the Tribunal de Commerce de Roubaix (France) (Roubaix Commercial Court) shall have exclusive jurisdiction in connection with any objection or dispute occurring as a result of an order fulfilled by our company, even in the event of third-party appeals or multiple respondents. All the contracts binding our company to its customers shall be construed in accordance with French law.