Sanner France SAS

Sanner France's sales and deliveries are made subject to the conditions stipulated below; any modification requires Sanner France's written agreement. Placing an order implies unconditional acceptance of these conditions and orders are not firm or final until Sanner France has confirmed the same in writing.

Prices

Our prices include packaging materials and are those in application on the customer purchase order date written on Sanner France's order confirmation.

Delivery and lead times

Our delivery times are given for indicative purposes only; any delay shall not constitute grounds for cancelling an order or for any compensation. Deadlines start to run only from the date on which Sanner France is in possession of all the particulars necessary to fulfil the order. Sanner France is unable to accept any postponement of the deadline once a stage in the manufacturing process has been commenced.

Quantities

	Quantities	Tolerance per delivery
Neutral items	Minimum order quantity 20 000	
	20 000 – 50 000	± 20%
	50 001 – 500 000	± 10%
	500 001 - ∞	± 2%
Printed items	Minimum order quantity 50 000	
	50 000 - 500 000	± 10%
	500 001 - ∞	± 2%

Moulds, Tooling

The moulds and tools that are manufactured by Sanner France at the request of a customer are invoiced according to the negotiated prices and conditions. Sanner France retains copyright over all its developed designs in the form of drawings, dimensioned sketches, samples, etc. They may not be reproduced or disclosed to third parties except with our written authorisation. They may under no circumstances be used to place orders with our competitors. Any adjustment to a particular design in terms of shape, configuration or the use for which it is intended is made at the customer's risk and liability in the event of any action brought by a third party for infringement, patent infringement, etc.

Negatives, Proofs

Any negatives, proofs and other graphic works ordered by Sanner France on the instructions of customers are invoiced to them with the adequate VAT rate according to the applicable legislation. They remain the property of the customer but are treated as having been delivered to Sanner France for its exclusive use. Sanner France will use them solely to execute customers' orders. Implementation thereof is at the customer's risk and liability in the event of any action brought by a third party for infringement, patent infringement, etc. Such an action shall not cause Sanner France to forfeit payment of our costs for adjustment tooling and any goods manufactured at the customer's request.

Deliveries

Sanner France's Ex Works sold wares travel at the addressee's risk and liability. The addressee must carry out the usual checks on receipt to be able to exercise recourse against the carrier and/or the latter's insurer in the event of missing items, damaged, delays, etc.

Claims

Claims relating to quantities are admissible only if they are made in writing within a period of ten days from receipt of the goods. Those relating to quality are admissible only if made in writing within a period of fifteen days from receipt of the goods and as an absolute condition accompanied by the individual identification label of the pallet or cardboard box. In both cases, Sanner France's warranty is limited to the supply or replacement of missing or defective goods after a check carried out in the presence of both parties, subject to a tolerance of 3% of defective supplies unless stipulated otherwise.

Payments

No claims relating to any supply whatsoever may release the purchaser from its obligation to settle invoices by their due date. Unless agreed otherwise, Sanner France's invoices are payable at 30 days end of month with effect from the date of invoice, net without discount. In the event of an extension to the due date agreed with the purchaser, which may not in any case extend the payment terms beyond their legal due date, interest on arrears will be counted at the ECB (European Central Bank) rate plus 10 points.

Following failure to pay a single receivable by its due date and in the absence of any agreed extension of time, all sums due by the customer in question become immediately due and payable without any other formality. In addition, failure to pay by the term fixed, extended as the case may be by mutual agreement between the parties, automatically causes interest for default to run at the ECB (European Central Bank) rate plus 10 points, without prejudice to all damages and compensation.

Every delivery date shift due to the customer and requiring warehousing of the wares at Sanner France will be invoiced logistics costs amounting EUR 15 per pallet per month and EUR 2.50 per handled pallet with a minimum of EUR 100 per extra billing.

Jurisdiction

All disputes shall be referred to the Tribunal de Grande Instance de Saverne (Regional Court of First Instance of Saverne), even in the event of the introduction of third parties, multiple defendants and notwithstanding any clauses to the contrary.

Retention of title

The goods sold remain Sanner France's property until payment of the invoice amount in full. The purchaser must insure the goods against all risks of theft, fire or dilapidation whatsoever and for Sanner France's benefit obtain from its insurance company the status of additional named insured and provide Sanner France with evidence thereof on first request. The purchaser may not remove the goods from national territory (valid solely for sales inside France) without Sanner France's prior written authorisation. The purchaser must advise Sanner France in the event of attachment of the goods and in the event of sale or mortgage of its business and do the necessary to ensure our property rights are upheld. In the event of resale of the goods, even after processing, the receivable arising from this sale will replace the goods, the said receivable being treated from its creation as having been relinquished in our favour.