

GENERAL TERMS AND CONDITIONS – GEOSTAFF 2023

1. GENERAL CLAUSE

Our sales are subject to the present general conditions of sale which prevail over all purchase conditions, unless we expressly and formally waive them. They apply to all transactions concluded with a customer through a contract, or a written, telephone or any computerized transmission order. Unless otherwise agreed, in advance and expressly accepted by each of the parties. All our prices are expressed in Euro (€) and do not include VAT.

We attach great importance to the development and continuous improvement of our products. In this context, we reserve the right to modify at any time and without notice our manufacturing techniques, products and prices. We therefore recommend that you consult the most recent edition of our publications, available on www.geostaff.fr

2. ORDERS

Any order is considered accepted by GEOSTAFF only after written confirmation from it. If certain elements of the order need to be modified by GEOSTAFF, it will then be subject to the express or tacit approval of the customer. Any cancellation or modification of the order by the customer must be expressly accepted by GEOSTAFF, and the customer shall always bear the costs thereof. Indeed, any modification of the order by the customer subsequent to the initial order must be made in writing, and can only be taken into account after acceptance by GEOSTAFF. The price and lead times may be revised accordingly. In the event of cancellation of the order by the customer, after its acceptance by GEOSTAFF, for any reason whatsoever except force majeure, a sum corresponding to the amount of the services provided by GEOSTAFF will be due by the customer. Any cancellation or modification of his order by the customer must be expressly accepted by GEOSTAFF, and the customer always bears the costs.

If the products ordered are unavailable, GEOSTAFF may offer the customer equivalent products.

3. DELIVERY - TRANSPORT

Delivery times are given as an indication and without guarantee. A delay does not entitle the buyer to cancel the sale, refuse the goods or claim damages regardless of the causes, importance, and consequences of the delay.

In the event of a shortage or defective goods during delivery between the nature or quantity of the goods delivered and the delivery note, the customer must make all necessary observations and confirm his reservations by registered letter with acknowledgement of receipt to the carrier and GEOSTAFF within two days of receipt. Failing this, the customer will be held liable. We are obliged to count on a one-hour unloading time for our deliveries. Any exceeding of this deadline will be invoiced.

4. RETURN OF GOODS

No goods may be returned to GEOSTAFF without its prior written agreement, the transport costs being, unless otherwise agreed, at the buyer's expense. Any return will be charged 20% of the amount excluding VAT.

5. CLAIM

No claim on the products sold can be considered after their implementation.

Complaints must be notified in writing within 8 days of discovery, failing which they will be barred.

6. ADVICE

All calculations, plans, drawings, products or advice are provided to the best of our ability and on the basis of data received from the purchaser, on the assumption that these data are correct. It is the responsibility of the purchaser to thoroughly check the calculations, plans, drawings and advice provided to him or her and by his or her technical advisors. All intellectual rights in this respect are and remain our property

7. SPECIAL PRODUCTS

All requests for special productions will be subject to a deposit of 30% when ordering. All ordered goods will be invoiced.

8. PAYMENT

a. Delay and/or non-payment

Any delay in payment on time will result in:

- Interest at three times the current legal interest rate;
- Recovery costs: flat-rate compensation of 40 euros (Decree N°2012-1115 of 02 October 2012) + additional compensation if the costs incurred exceed these 40 euros;
- The possibility for GEOSTAFF to suspend or cancel pending orders;
- In the event of payment by instalments, the immediate payment of the other instalments.

In addition, in the event of recovery by litigation, a penalty of 15% of the amount of the remaining sums due will be added, with a minimum of 150 euros.

b. Rules and Regulations

All payments will be made by credit card or cash. We do not accept cheques.

9. WARRANTY

GEOSTAFF's warranty is limited to the replacement, at its option, of the merchandise recognized as defective.

GEOSTAFF declines all responsibility for any alteration in the quality of our products after delivery, which may result from improper installation or use, improper maintenance or modifications and repairs carried out by persons not authorised by GEOSTAFF.

10. RESPONSIBILITY

Liability is limited to direct damage and does not extend to indirect consequences caused by other failures. The client will have to protect himself against this risk. In any case, if GEOSTAFF's liability were to be retained, the total compensation could not exceed the value of the defective supply sold.

11. MAJOR STRENGTH

In the event of force majeure, GEOSTAFF is released from its commitments. He may then either postpone the delivery date of the goods or cancel the order without being able to be held liable for damages.

12. RESERVATION OF OWNERSHIP

GEOSTAFF retains full ownership of the goods until full payment of the price has been received. However, the risks are transferred to the customer as soon as the products are taken over by the carrier.

In the event of non-payment, on the due date, in whole or in part, GEOSTAFF may, without notice, cancel the contract.

13. JURISDICTION CLAUSE

For any disputes relating to the sales made and the application or interpretation of these general terms and conditions of sale, only the Commercial Court of Cergy-Pontoise shall have jurisdiction, which shall apply French law.

Commercial, technical and administrative services

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95150 TAVERNY
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Pick-up and logistic services

6 bis, rue Jacques Kellner •
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☎ +33 (0)1 30 26 36 90

Production plant

Rue de Saint-Just
60130 Catillon-Fumechon

All requests :
com@geostaff.fr

Or visit our website :
www.geostaff.fr

S.A.S with a capital of
160 000 €
EPAs code : 2362Z
SIREN : 306 769 407
TVA : FR 72 306 769 407