

## **TERMS OF SALES**

### **1-GENERAL**

The general conditions of sale are given to each customer. Any order placed in any form either, prevails and implies ipso jure on the part of the client, the acceptance of these general conditions of sales.

### **2- PRICE**

The prices indicated are the unit prices excluding tax in euros and are understood ex warehouse, unless otherwise indicated. Transport and insurance costs are the responsibility of the buyer. The transport costs are as follows: Metropolitan France, Belgium and Switzerland fixed price of 8.90 euros for any order less than 15 pieces. Free shipping for all orders over 15 pieces.

### **3-DELIVERY**

The delivery times indicated on the order are indicative. SAS BBHP cannot be held responsible for consequences of late delivery. Deliveries are deemed to comply with orders unless the claim is client within 8 days.

### **4- PAYMENT**

Invoices addressed to customers are payable within 30 days of the invoice date without discount. Interests of delay at the minimum rate provided by

law N ° 93-1442 of December 31, 1992 will be applied to invoices not paid at deadline. BBHP reserves the right to suspend or terminate any order in the event of non-payment or delay of payment. In the event of non-payment of an invoice after formal notice, a contentious procedure may be committed and the settlement of

## 5- RETENTION OF TITLE

In accordance with the law of 12 May 1980 (N ° 67503) relating to the retention of title, all delivered goods will remain the property of BBHP until full payment of the invoice. In the event of seizure of the goods by a third party, the buyer must make mention of the clause of reserve of property of the seller and notify us without delay, in default of payment, and eight days after a formal notice to return the goods which have no effect, BBHP may unilaterally and immediately draw up an inventory of the goods held by the buyer who must return them to the first request.

## 6- GUARANTEE

Our goods are guaranteed for a period of 2 years from the date of shipment against any defect of manufacturing. Damage to parts caused by improper use or accidental deterioration does not not covered by this warranty. This is granted exclusively to resellers of our products. Any exchange at title of this warranty is subject to the

return of the defective part and the written description of the defect observed to be admissible. No other claim for compensation is enforceable against the supplier. Return costs are the responsibility of the optician.

## 7- RETURN-EXCHANGE OF GOODS

No return or exchange of goods will be accepted without prior written authorization from BBHP. Any Returned goods must be sent with an acknowledgment of receipt. Goods that do not reach us will not be subject to credit or exchange.

8- GENERAL CONDITIONS OF USE OF THE BRAND AND THE PRODUCTS The buyer cannot claim any rights to the brand and logos owned by BBHP. Any advertising use of the brand or logos must be submitted to BBHP for prior approval.

## 9- CONTREFACON

Toute forme de contrefaçon dans le sens le plus large du terme, directement ou indirectement est formellement interdit. Il est convenu entre les parties et cela à titre de clause pénale irréductible et par application de l'article 1152 du code civil, qu'une indemnité de 620 euros sera due par exemplaire résultant de contrefaçon.

## 10-ATTRIBUTION DE JURIDICTION

A défaut de solution amiable en cas litiges ou autres, les tribunaux du siège français de BBHP figurant en tête des

présentes sont seules compétents, même en appel de garantie ou de pluralités de défendeurs. Les présentes conditions générales de vente sont soumises au droit français.