

Request to open an account

**Mandatory documents to send to us for validation:**

* Company registration certificate
* Personal bank accounts details
* Terms and conditions signed

Name or Business name ………………………………………………………………………………..

Address ………………………………………………………………………………...

Headquarters ………………………………………………………………………………...

Billing ………………………………………………………………………………..

Address ………………………………………………………………………………...

Registration number ………………………………………………………………………………..

APE business identifier ……………………………………………………………………………….

N°VAT CEE ………………………………………………………………………………...

Phone …………………………Fax ……………………………………………..

E-mail ……………………………………………………………………………….

Manager ……………………………………………………………………………….

Activity ……………………………………………………………………………….

## Required bank details, join your RIB

Terms of payment:

 Payment when the order is placed by bank transfer

please tick the box for acceptance of the general conditions of sale

TERMS OF SALES

Preamble
The terms of sales apply to all transactions carried out by our company.
These general conditions are applicable within the limit of specific conditions explicitly specified and written, which may complete, supplement or exclude certain parts of the general conditions.
The acceptance of a quotation or the placing of an order entails their acceptance by the customer notwithstanding any clause to the contrary in its own conditions of purchase or unless specific contract expressly stipulating the points on which our company accepts derogation.
A simple acknowledgment of receipt of an order from a customer, not having been the subject of a prior offer, does not imply the agreement.

Article 1 - DEFINITION
The following terms shall have the following meanings:
- "Supplier": means our company, manufacturer and / or distributor of illuminated signs and signalling products or derived products or lighting products;
- "Customer" means any natural or legal person using these parts for his professional activity or any reseller or distributor thereof;
- "Parts" means any product manufactured and / or marketed by the supplier;
- "Material" means any raw or semi-manufactured product (plastic or metal plates, etc.), and accessories (luminescent tubes, LEDs, etc.) used in the manufacture of illuminated signs and signalling products or derived products or products thereof, lighting ;
- "Components" means any product or component supplied by the customer;
- "Order" means any order issued by the customer. This term includes any order, open or closed, resulting in one or more deliveries.

Article 2 - OFFERS, PRICE DISCOUNTS, ORDERS
Validity and duration of the offer
Only a written offer by the supplier is valid and only for a period of ONE MONTH, unless otherwise specified in the offer.
The offer accepted by the customer within the time and financial conditions stipulated at the commercial order value at the place and address of the supplier and at the date of signature of acceptance. All offers are exclusive of tax (T.V.A. at the rate applicable at the time of delivery plus).
Order
All orders are confirmed by the supplier and accepted exclusively according to the terms of its confirmation.
Without a response from the customer within 48 hours, the terms of the confirmation are deemed accepted.
The order must always be written and signed by the customer's manager.
The tariff applicable to an order is the one in effect at the date of receipt of the order.
The order must specify the conditions of installation and use, and in particular the particular conditions of settlement.
Validity of prices
Prices are firm and non-revisable for a period of 2 months, unless otherwise specified.
The prices do not become definitive until the acceptance of pre-series.

Article 3 - CANCELLATION OF AN ORDER
The customer who cancels all or part of his order, who differs from the date of delivery or changes it, without the supplier being responsible for it, is obliged to indemnify the supplier for all the costs incurred equipment, materials, etc.) . That compensation is due at the date of receipt of the customer's written notice, without prejudice to the possible direct or indirect consequences which the supplier will have to bear as a result of this decision.
If necessary, the supplier may, at his option, note the cancellation of the sale as of right, to the fault of the customer, by simple registered letter in the following cases:
. Failure to comply with one or more of the customer's obligations,
. Judicial liquidation of the client,
In the case of legal redress, the provisions of Article 37 of the Law of 25 January 1985 shall apply.

Article 4 - AUTHORIZATIONS
The client must make his / her personal business of all the authorizations of administrative or private installation (ABF, prefectural, departmental, municipal, owners, managers or trustees of building ...) and retains as regards to these authorizations toward third parties the entire responsibility for their non-compliance.
All costs and taxes resulting from these authorization requests and the establishment of the site remain to the entire responsibility of the client.

Article 5 - STUDIES, PROJECTS, PROTOTYPES, DOCUMENTS, MODELS
The projects, prototypes, models and documents relating to the order, carried out by the supplier and handed over to the customer, remain the sole property of the supplier. They may not be used, reproduced, or disclosed to third parties without written permission. They may not be the subject of a patent or model filing, except by the supplier himself.
Advanced studies, the prefabrication of prototypes requested by a customer who did not follow up on an order, will be invoiced to the time spent and material used.
Documents from the client
Under no circumstances can the supplier incur any liability for the use and reproduction of the documents provided by the customer (such as a logo, a graphic or descriptive charter, etc.). The customer guarantees:
- That these documents are of sufficient quality (if not, we could not be held responsible for the quality of their reproduction).
- That these documents will be delivered to the supplier within the time limits specified in the tender.
Documents from supplier
The acceptance formalized by the customer of a ready for press, sample, plan, partial or total of a part, engages its responsibility.
Failure to reply within 7 days will constitute acceptance of the validation elements.

Article 6 - TOOLS
The customer cannot avail himself of any property or exclusive right of use, even in case of financial participation.
When the customer has full ownership of the equipment, he then assumes all the taxes, insurance, and all other obligations related thereto.

Article 7 - RECEIPT
Quantitative
Any complaint concerning the quantities delivered must be notified on receipt of the documents by registered letter with acknowledgment of receipt.
Qualitative
Any defect in appearance, design or installation in relation to the specifications of the order must be confirmed by registered letter with acknowledgment of receipt within 8 days, under penalty of forfeiture of the guarantee mentioned under the first paragraph of Article 8 below.
A dispute over a delivery cannot result in the refusal of payment of deliveries free from disputes.
No part may be returned without the prior agreement of the supplier. The parts must be returned to the supplier as is, properly packed, at the expense of the customer.

Article 8 - WARRANTY AND RESPONSIBILITIES
Compliance and latent defects
The parts are guaranteed in accordance with the specifications on the order confirmation.
The supplier shall not be liable in case of failure to obtain one of the authorizations referred to in Article 4.
The supplier would be liable in the event of a fall or "breakage" of the equipment linked to an unreliable support and not corresponding to the contractually defined requirements.
The supplier cannot be held liable if the customer does not observe the instructions for installation and maintenance of the part supplied and / or for non-compliance with the use for which it was designed.
The contractual warranty of the supplier is ONE YEAR from the day of receipt.
It can be extended in case of a maintenance contract meeting the necessary maintenance and cleaning conditions.
If the customer does not consider it necessary to conclude a maintenance contract, the supplier is released after the warranty period for any electrical ignition and their consequences.
The following are excluded from the warranty: consumables (incandescent or fluorescent lamps, starters, LEDs or strips of LEDs, power supplies, etc.), breakage or cracking of luminescent neon tubes mounted without plastic protection, metal treatment, anodizing, metallization, varnishing brass letters or patterns.
The exchange of one or more parts of a part may not have the effect of modifying the guarantee scheme.
This contractual warranty is given under the following conditions:
Supplied parts not installed
The warranty is limited to the exchange or repair of defective parts of the part which have been used for normal use, free of any faults in use or maintenance and whose replacement has not been necessitated by an external cause, excluding any transportation, travelling and installation costs that remain the responsibility of the buyer.
Installed Parts
Since the supplier does not take part in the act of construction, even if he takes over a lot in a new construction, he cannot be obliged to provide a ten-year guarantee.
The customer cannot object to a verification of the installation by the supplier or his representative.
If the supplier or his authorized representative finds:
. A modification of the structures by third parties may be the cause of a weakening of the strength of the materials or of the seals,
. That the equipment has been handled by third parties not belonging to the personnel of the supplier or not authorized by him,
. That abnormal use has been made of the equipment, non-fault-free in use or maintenance,
. That the defect is due to a non-contractual external cause,
He is entitled to denounce their guarantee for hidden defects
Any failure or incident during warranty must be reported immediately to the supplier; in the case of a breakdown of a light sign, it must be extinguished immediately in its entirety.
With the exception of the warranty referred to in the first paragraph of this Article, the contractual warranty of the supplier shall not apply when the supplier is involved in a service contract.
Responsibility
In the case of liability as provided for in Articles 1386 to 1386-18 of the French Civil Code, the supplier shall be released from security liability in all compatible cases with the provisions of the above articles, in particular with the provisions of Article 1386-15 paragraph 2 of the French Civil Code.

Article 9 - CONTROLS, TESTS AND TRIALS
The checks, tests and trials requested by the customer are at the financial expense of the latter.
In the case of destructive tests, the replacement of parts is the responsibility of the customer.

Article 10 - FORCE MAJEURE
All registered orders shall include a reserve authorizing the supplier to suspend, without compensation, any engagement made in the following cases: strikes, lock-outs, fires, weather conditions and other force majeure reasons occurring at the supplier's premises as well as from its own suppliers.

Article 11 - COPYRIGHT AND ARTISTIC PROPERTY - INDUSTRIAL PROPERTY
In all cases, the customer guarantees all the consequences of the legal actions that could be brought against the supplier due to the execution of an order of parts covered by industrial or intellectual property rights such as patents, trademarks or registered models, or by any privative right.
The transfer of the parts does not involve the transfer to the customer of the intellectual or industrial property rights of the supplier on his manufacturing studies. The same applies to the studies that the supplier proposes to improve the quality or the cost price of the parts by modifying the specifications. The customer, if he accepts them, must agree with the supplier to the terms of their use in connection with the order. Under no circumstances may the customer have the studies of the supplier for himself, nor disclose them, without having expressly acquired the intellectual property.
Intellectual and industrial property, and in particular the supplier's patents, models and trademarks, shall in all cases remain its exclusive property.
The customer authorizes, unless expressly prohibited by the customer in writing, the supplier to exhibit in any event such as trade fair, fair, exhibition, and on his advertising and commercial documents, the piece that he realizes.

Article 12 - TIME OF MANUFACTURE AND DELIVERY
The delivery time runs from the date of confirmation of order by the supplier and, at the earliest, from the date on which all the documents, material, have been supplied by the customer who has fulfilled any other precondition of which fulfilment, and in particular the regulation of the tooling and prototype and the agreement on the validation samples. The periods indicated on the tenders are given for information only.
The mandatory nature of the agreed period must be specified in the contract as well as its nature (date of availability, date of submission for inspection or receipt, actual delivery date, etc.). Failing such clarification, the time limit shall be deemed to be indicative.
The delivery deadlines are suspended in the event of force majeure or strike at the supplier, its own suppliers, or in communications.
Any change to the contractual terms of supply will result, at the request of the supplier, in setting a new deadline.
The contractual deadlines are extended at the request of the supplier or customer for any cause beyond their control and have placed the applicant for this extension in the impossibility of fulfilling his obligations.
The defaulting party must inform the other party in writing of this impossibility as soon as it occurs and both parties must immediately consult together to agree on the arrangements to be made accordingly.
The supplier cannot, under any circumstances, accept cancellation of an order during execution, nor be held liable for any delay compensation.

Article 13 - DELIVERY AND STORAGE CONDITIONS
Unless otherwise stipulated, the supplier's prices shall be understood to goods from his premises, packaging not included.
The ordered material becomes the temporary property of the customer as soon as it is ready for issue, dispatch or installation as the case may be. If he deems it necessary, the customer must take all the necessary assurances to guarantee the merchandise received and not installed.
The goods made available to the customer at the supplier's premises are, therefore, at the expense, risk and peril of the customer.
The customer must respect the instructions and precautions of loading and / or unloading given by the supplier.
The goods are deliverable, especially on construction site, and billable as soon as they are completed, unless open order.
In the case of free of charge shipment, this is the most economical (economically viable) route; the additional costs for any other mode of transport are the responsibility of the customer. The goods, even when shipped free of charges, always travel at the risks and perils of the recipient. In case of damage, loss or theft in transit, or in case of delay in delivery, It is the responsibility of the consignee to exercise any remedy against the carriers.
Any storage by the supplier, beyond forecasted in the order confirmation, will lead to an increase in the prices of goods remaining to be delivered by 2% per month, representing storage costs and financial charges. Unless stipulated otherwise, the storage of goods not paid by the customer cannot exceed 3 months. Their billing would then be triggered.

Article 14 - SUPPLIER IDENTIFICATION
Unless otherwise stipulated by the customer, the supplier is authorized to print on the parts, the name, the logo, the telephone number of the company and the URL of his website.

Article 15 - PAYMENT CONDITIONS - REFERENCE PERIOD
Unless otherwise agreed by the parties, the customer pays half the price on order and the balance on delivery of the goods. The deposit paid opens no right to any discount.
Invoices are due at the head office of the supplier; the bills of exchange and acceptances do not make any notation or derogation from the said place of payment.
Deadlines for payment may only be granted after signature by a duly authorized representative of the customer of an account opening form, which is itself accepted and countersigned by an authorized representative of the supplier.
Depending on the size of the outstanding amount given to the client, a deposit may be required.
Payment shall be deemed to have been made as soon as the supplier has the full availability of the funds as consideration for the sale. This is either the time when the supplier's bank account is finally credited or the time when the cash payment is made.
Where a settlement by bank draft or paper payment item has been agreed, they must be returned with acceptance within a maximum period of eight days upon receipt. Failure to settle an invoice or a payment item on the due date will result in the enforceability of all sums due and the receipt of penalties when payment is made after the deadline set out by our general sales conditions or beyond the deadline set by the invoice, when the payment date fixed on it is after the deadline set by these general conditions of sale.
In this case, the sums owed shall bear interest at the rate of 1.5 times the statutory interest rate, with all the costs of recovering the overdue debts being borne by the customer.
The supplier financial conditions are strictly applicable, even in the case of damage suffered by the customer, for which his insurance or the insurance of the third party responsible reimburses the damage.
In all other cases, payment to the supplier must be made by the customer and not by the insurance company.

Article 16 - PROPERTY RESERVATION
The goods covered by this contract are sold with a clause expressly subordinating the transfer of their ownership to the full payment of the price in principal and accessories.
It is understood, however, that the simple establishment of debt security obliging the payment, bank draft or otherwise, does not constitute a payment within the meaning of this clause, the original claim of the supplier to the subsisting customer with all the guarantees therein is including the retention of title until such time as the commercial paper has actually been paid.
The above provisions shall not prevent the delivery of the goods, the transfer to the customer of the risks of loss or deterioration of the goods subject to retention of title as well as any damage they may cause.
The customer must take out insurance to guarantee the risks arising from the delivery of the goods.
As long as the price has not been paid in full, the customer will have to separate the goods delivered under this contract and not mix them with other goods of the same nature from other suppliers. In the absence of individualization, the supplier may demand the reimbursement or take back those still in stock.
In case of garnishment, or any other intervention of a third party on the goods, the customer must imperatively inform the supplier without delay in order to allow him to oppose it and to preserve his rights.
The customer also refrains from pledging or assigning as security the ownership of the goods.
Resale Authorization
The customer is authorized, in the normal course of business, to resell the goods covered by this contract. However, in the case of resale, it shall immediately settle the balance of the price remaining due to the supplier (or inform the sub-purchasers that the goods are subject to a retention of title clause and notify the supplier of such assignment so that it can preserve its rights and, if necessary, exercise a claim on the resale price in respect of the sub-purchaser).
Termination clause
It is expressly agreed that, failing payment of any of the instalments, the full price will be due immediately and may result in the immediate claim of the goods.
In addition, failing payment of any amount due under this contract, the sale will be resolved ipso jure after a simple command to pay has remained unsuccessful.
In addition, in accordance with the provisions of Article 19 of the French Law of 1 July 1996, this retention of title clause is enforceable against the customer and the other creditors notwithstanding any clause to the contrary contained in particular in the general conditions of purchase or in any other document.

Article 17 - DEROGATION
Any provision deviating from this agreement shall be interpreted restrictively.

Article 18 – LEGAL JURISDICTION
In the event of a dispute, the Tribunal of the supplier's headquarters shall have sole jurisdiction, even in the event of an apply with multiple defendants and notwithstanding any clause to the contrary contained in the purchasing conditions of the customer.
Applicable law
By express agreement, this contract is governed by French law

Client stamp

Dated

Signature with "read and approved"