



GENERAL CONDITIONS OF SALE

I – GENERAL TERMS

The present General Conditions apply to all sales involving Lafont SAS, as seller, and its clients, as buyers. The simple fact of placing an order implies the client's full compliance therewith, without reservation. The client declares and acknowledges having read and accepted both the terms and the present General Conditions of Sale. In the case of dispute, claim or legal proceedings, the Commercial Court [*Tribunal de Commerce*] in Paris shall be solely competent.

II – ORDERS

Any modification or cancellation of order requested by the buyer may only be accepted subject to such request being received in writing prior to despatch of the goods.

III – PRICES – INVOICE

The prices indicated are specified per unit in Euro, or any other local currency, excluding VAT. In the case of price modification, all goods shall be invoiced at the price in force at the time of placing the order. Lafont SAS reserves the right to adapt its current applicable prices to all new orders at any time. Any special terms of sale possibly negotiated with our reps (e.g. discount) shall only become definite upon approval from the Sales Department with written confirmation thereof. In order to be accepted, any request to modify an invoice, or any claim regarding the delivery slip, should be notified in writing within one week [eight days] as of its despatch date.

IV – DESPATCH – DELIVERY

Our goods are deemed as having been collected from our sales outlets. Regardless of the carriage conditions, all goods are transported at the addressee's own risk, the latter being obliged to file a claim with the carrier in the case of loss or damage. All carriage fees shall be borne by the buyer.

V – DELIVERY PERIOD

No commitment is made as to the actual delivery period for orders, this being indicated for information only. On no account may the Company be liable for any consequences due to late delivery.

VI – RETURN – EXCHANGE OF GOODS

No return or exchange is permitted, save erroneous or duplicate order.

VII – EXCHANGE UNDER WARRANTY

Our warranty covers the free replacement of any part deemed as faulty or unusable due to defective materials or manufacture. Such warranty being solely granted to the optician, it shall remain valid for one year as of the despatch date. We decline all responsibility in the case of the frames not being used by the optician pursuant to the rules of Art. In order to be accepted, any return of goods should be accompanied by the faulty part and by a written explanation of the defect observed. All return costs shall be borne by the optician. On no account may returns entitle payment of our invoices beyond the due date.

VIII – COLOURING

The dyeing techniques and inks used, as well as the material composites (acetate), do not permit the identical reproduction of models. Hence, no return of frame may be accepted for reasons of colour. In addition, the After-Sales Service Department shall only be able to assist subject to us actually having the faulty part in stock.

IX – PAYMENT

Invoices shall be paid in accordance with French Law no. 2008-776 dated 4 August 2008 relative to the Modernisation of the Economy, providing for a maximum payment period of 45 days as from the end of the month during which the invoice is issued, or of 60 days as from the issuance date. Payment is accepted, without discount, by cheque, bank transfer or banker's order on the due date specified on the invoice. Failure to pay by the date indicated, the sums owed, pursuant to said Modernisation of the Economy Law, shall be liable to late-payment interest amounting to three times the legal interest rate applied to businesses. In addition, in accordance with French Law dated 22 March 2012 and with Article D 441-6 of the French Code of Commerce, a fixed sum of €40 per invoice paid overdue shall be charged. In the event of lack of payment, we reserve the right to suspend or to cancel any order.

X – PENALTY CLAUSE

Failure to pay any one invoice by its due date shall, following written notification to pay sent by registered letter with acknowledgement of receipt, trigger off legal proceedings in view of collecting the outstanding payment. The initiation of any such procedure shall induce a surcharge amounting to 15% of all sums owed to date (i.e. net sum payable + late-payment penalties), in addition to all ancillary collection costs (payment order issued by a bailiff, etc.), these being borne by the debtor by rights.

XI – TITLE OF OWNERSHIP

Lafont SAS shall retain complete ownership of the goods delivered, up until full and effective payment of the principal sum and all ancillary costs, and this even in the case of collective proceedings against the client, pursuant to Article L.624-16 of the French Code of Commerce. Failure to pay by any one of the due dates could result in the goods being claimed back. The seller will thus be able to immediately and unilaterally call for an inventory of the goods in the hands of the buyer, the latter being obliged to hand them back as of the former's initial request. In the case of confiscation of the goods by a third party, the buyer shall notify the latter of the seller's title of ownership clause and shall inform us thereof without delay. These provisions, however, shall have no effect as regards liability in terms of, as from delivery, the transfer of risk to the client, deterioration of the goods, or damages possibly caused by the latter.

XII – SPECIAL DISPENSATION

In order to be valid, any exemption to the present General Conditions of Sale should be mutually agreed in writing by all parties signing.

XIII – USE OF THE BRAND NAME

The buyer shall not be entitled to use any marks, logos or images, these remaining the property of Lafont SAS.

XIV – ADVERTISING

Prior consent is required for any advertising of the mark, logo or other exclusive documents.

XV – EXCLUSIVE RIGHTS

- Traditional private optician sales' outlets: the buyer agrees to only sell Lafont SAS goods to individuals; any sale to wholesalers or retailers being strictly forbidden.
- Business groups and optician chain stores: the buyer agrees to sell Lafont SAS goods to its members only; any sale to wholesalers or retailers being strictly forbidden.

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