ALLGEMEINEN VERKAUFSBEDINGUNGEN

GENERAL TERMS AND CONDITIONS OF SALE
EUROVANILLE
(Version dated 01/07/2025)

Article 1: Seller Identification

EUROVANILLE, a simplified joint-stock company with a capital of €1,243,509

Registered office: Route de Maresquel, 62870 Gouy-Saint-André, FRANCE

RCS Boulogne-sur-Mer 449 095 678 – SIRET 449 095 678 00032

Intra-Community VAT number: FR17449095678

Insurance ID: AXA France No. 10548375804, worldwide coverage excluding embargoed countries

Customer Service: ecommerce@eurovanille.com

Phone: +33 3 21 90 00 10

Website: http://www.eurovanille.com (hereinafter the “Site”)

Data hosting: AROBASES, 5 Avenue Lionel Terray, 69330 Meyzieu

Article 2: Scope and Enforceability of the General Terms and Conditions of Sale

These general terms and conditions of sale (hereinafter the “GTC”) apply to all sales of products intended for artisans and restaurateurs (hereinafter “Product(s)”) made on the Site and concluded between the Seller and any professional customer (hereinafter “Client”).

These GTC prevail over all purchase terms unless expressly agreed otherwise by the Seller.

They are available at any time on the Site.

The GTC may be subject to change; the applicable version is the one in force on the Site at the time the order is placed.

Failure to enforce any provision of the GTC shall not be construed as a waiver of that provision in the future.

Article 3: Product Information

The main characteristics of the Products are presented on the Site, including specifications, illustrations, and indications of dimensions or capacity. The Client must read them before placing any order. The Client must refer to the description of each Product to understand its essential features and properties.

Photographs may differ (e.g., color) from the actual Products. As the Products are natural, images are non-contractual.

The choice and purchase of a Product are the sole responsibility of the Client.

Contractual information is available in French, English, Italian, German, and Spanish and is confirmed no later than when the order is validated by the Client.

Product offers are subject to stock availability. Quantities indicated during ordering are based on warehouse stock records, updated daily by the Seller. Discrepancies may occur. In the event of total or partial unavailability, the Client will be contacted. In case of total unavailability, the Seller may cancel the order.

Article 4: Orders

Orders are placed via the Site.

The Client acknowledges having read and accepted these GTC prior to placing the order.

Order validation implies the Client’s full acceptance of the GTC. The data recorded constitutes proof of the transaction.

Article 5: Prices and Invoicing

Product prices are displayed excluding taxes and are based on current economic conditions, fluctuations in raw material and energy costs, excluding delivery charges.

The minimum order amount is €150 excluding VAT.

Delivery costs are borne by the Client for any order below €250 excluding VAT and are invoiced in addition to the ordered Products.

Promotional offers are displayed on the Site, published in the press, or through our partners, and are valid for the stated period (date and time) and exclusively for orders placed online.

Some promotions may require a promo code. These codes are not cumulative or refundable. Each code is valid once per customer account. The code must be entered in the designated field before order validation for it to apply.

Article 6: Payment

Depending on their profile, the Client must pay for their first three orders in full (by credit card). Other options (immediate bank transfer or deferred payment within 30 days from the order) may be available after cart validation.

Unless a deferment is requested in time and granted by the Seller, non-payment or partial payment of an invoice on the due date will result in:

- Late interest at three (3) times the legal interest rate from the day following the due date, without prior notice;
- A fixed recovery fee of €40 excluding VAT. The Seller reserves the right to claim additional compensation if recovery costs exceed this amount, subject to proof.

The Seller also reserves the right to:

- Terminate the sale after formal notice sent by registered letter with acknowledgment of receipt remains unanswered after 8 days;
- Suspend all current orders;
- Declare all outstanding invoices immediately due;
- Require upfront payment for any pending order and refuse any new orders;
- Without prejudice to compensation for any other damage resulting from the delay.

Any deterioration in the Client's creditworthiness may justify the request for guarantees or cash payment for new orders.

Article 7: Delivery

7.1 Delivery Times

Deliveries are made to the address specified by the Client within the eurozone.

Deliveries may be split.

Estimated shipping time: 72 hours (excluding weekends and holidays). Delivery times are indicative.

Maximum delivery time: five (5) business days.

In the event of a delay, the Seller will inform the Client as soon as possible to agree on a new delivery date.

The Seller reserves the right to suspend or cancel delivery if the Client has outstanding obligations.

The Client may only cancel the order, refuse the Products, or claim compensation in case of delivery delays exceeding six (6) business days and upon proof of actual damage. Penalties cannot be automatically applied.

7.2 Receipt of Products

The Client must verify at receipt:

- Full compliance of Products with the delivery slip;
- Apparent condition of the Products and their packaging.

In the event of damage, non-conformity, visible defect, or missing items, the Client must make precise and justified reservations on the delivery slip, dated and signed. A signed delivery slip without reservations constitutes acceptance.

The Client must confirm reservations by registered letter with acknowledgment of receipt to the carrier within 3 days (excluding holidays) and send a copy of the delivery slip and letter to the Seller.

The Product must be returned in its original packaging, unaltered.

Without these formalities, the Seller will not be liable for refunds or exchanges in the event of non-conformity, dispute, breakage, or deterioration.

Article 8: Retention of Title

Ownership of the Products remains with the Seller until full payment is received.

If payment is not made, the Seller reserves the right to reclaim the Products.

The Client bears the risk of damage caused by or to the Products in their custody.

The Client must, upon request, provide proof of insurance coverage for these risks.

The Client may not use, alter, or resell Products under retention of title.

The Client may not pledge or transfer them as collateral.

The Seller must be informed immediately of any seizure or third-party claim.

The Client must keep the Products identifiable, with the oldest delivered Products considered first withdrawn, meaning remaining stock is deemed the most recently received.

Article 9: Warranty

Products are covered by a warranty period corresponding to the Minimum Durability Date (MDD) as stated in the technical data sheets, from the date of production, covering non-conformity and hidden defects due to material, design, or manufacturing defects making them unsuitable for use.

The warranty is limited to the replacement of non-conforming or defective Products.

To enforce rights, the Client must notify the Seller in writing within 7 days of discovering the defect, or all claims will be void.

The Seller may replace Products deemed defective under warranty.

Article 10: Seller Obligations

The Seller provides on the Product page of the Site a downloadable technical data sheet containing usage instructions, accessible only to logged-in Clients.

Article 11: Client Obligations

The Client must ensure payment, follow usage guidelines, and guarantee safe handling and storage.

The Client must ensure that the Products are used and stored in compliance with the Seller's technical data sheet.

The Client confirms having the equipment and training to ensure safety for staff and third parties when storing, handling, transporting, or using the Products, without recourse against the Seller.

The Client is aware of the normal usage conditions of the Products and assumes all consequences arising from misuse.

Article 12: Intellectual Property

Use of the EUROVANILLE trademark or any other Seller's trademark is prohibited without express authorization.

All intellectual property rights on texts and images on the Site are reserved worldwide. Any reproduction, even partial, is strictly prohibited.

Likewise, hyperlinks to the Site are prohibited without prior written authorization from the Seller's legal representative.

Article 13: Force Majeure

Neither party shall be held liable for failure or delay in performance due to force majeure, as defined under Article 1218 of the French Civil Code.

Additionally considered as force majeure (even if not meeting the legal definition): events beyond the Seller's control preventing normal contract performance, including fire, storms, floods, lightning, computer failure, server outages, hacking, strikes, lockouts, nuclear events, war (civil or foreign), riots, national emergencies, epidemics, pandemics, environmental risks, government restrictions, and raw material or energy shortages.

The affected party must notify the other party as soon as possible.

Force majeure suspends contractual obligations for its duration. If it lasts longer than thirty (30) consecutive days, either party may terminate the contract by sending a registered letter with acknowledgment of receipt eight (8) days in advance.

Article 14: Language, Governing Law, and Jurisdiction

These GTC are written in French and English. In case of discrepancies, only the French version shall prevail.

These GTC are governed by French law, excluding the UN Convention on the International Sale of Goods (CISG) of April 11, 1980.

In case of dispute relating to the sale contract or termination of commercial relations, the parties agree to attempt amicable resolution.

The initiating party shall notify the other by registered letter with acknowledgment of receipt and allow ten (10) days to settle the dispute.

Failing resolution within sixty (60) days, exclusive jurisdiction is granted to the Commercial Court of Boulogne-sur-Mer, 16 rue de la Barrière Saint-Michel, FRANCE, regardless of sales conditions, place of conclusion or delivery, or nationality of the parties, including in case of multiple defendants or urgent or protective proceedings.

EUROVANILLE – 2025