

**ETABLISSEMENT PUBLIC DE LA REUNION DES MUSEES NATIONAUX
ET DU GRAND PALAIS DES CHAMPS-ELYSEES**

**STANDARD TERMS AND CONDITIONS OF SALE
2020**

ARTICLE 1 : APPLICATION OF THE STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale, hereinafter referred to as the "STCS", apply to all orders placed with the Etablissement Public de la Réunion des musées nationaux et du Grand Palais des Champs-Élysées hereinafter referred to as the "Seller") by any professional client located outside France, hereinafter referred to as the "Buyer", with the exception of orders relative to the reproduction and representation of photographic documents.

The act of placing an order implies full and unreserved acceptance of these STCS, to the exclusion of any other document, such as leaflets, catalogues or shop online published by Seller (non-exhaustive list), which are given as a guideline and have no contractual value. The STCS prevail over any terms or conditions contained or referred to elsewhere or implied by trade customs, practice or course of dealing unless formally agreed otherwise in writing by Seller. The fact that Seller has not at any given time enforced one of the STCS cannot be interpreted as meaning that it has renounced the possibility of subsequently enforcing the said term or condition.

ARTICLE 2 : ORDERS

2.1 Customer Service

Address : 254-256 rue de Bercy 75577 Paris – France ;
E-mail : revente@rmngp.fr

2.2 Application for a Client purchase account

Any Buyer's first order is subject to prior Client Purchase Account opening and acceptance of the STCS. In order to obtain the opening of a Client Purchase Account, Buyer shall send to the Customer Service the application form duly fulfilled by e-mail (the application form is sent on demand by the Customer Service by e-mail). Buyer can register directly on Seller's website www.revendeurs.rmngp.fr. Once the Client Account is opened, Buyer receives a client number and a login to place orders.

2.3 Minimum order:

- 500 euros (VAT) ALL TAXES excluded, discount deducted for any order placed by Buyer, whether located in or outside Europe.

SELLER RESERVES THE RIGHT TO REFUSE ANY ORDER WHOSE AMOUNT IS LESS THAN A MINIMUM ORDER.

2.4 Acceptance of the Acknowledgment of receipt and firm order

Orders shall be placed by Buyer through Seller's website www.revendeurs.rmngp.fr, or with the Customer Service by e-mail.

THE BUYER'S ORDER IS CONSIDERED TO BE AS A FIRM ORDER WHEN ACCEPTED BY SELLER.

A FIRM ORDER IS NOT SUBJECT TO CANCELLATION BY BUYER.

The benefits of a firm order are specific to Buyer who placed it and may not be transferred by Buyer to a third party without the Seller's consent.

ARTICLE 3 : DELIVERY

3.1 Products delivered

Seller reserves the right to modify its products and the models featuring in its leaflets, catalogues or shops on line (non-exhaustive list), without prior notice and at any time, without obligation to modify products already delivered or in the course of being produced in response to an order.

3.2 Modalities

All deliveries of products will be EX-Works (Incoterm 2010) and made exclusively at the Seller's warehouse, where products will be made available for uplift either by Buyer or by a carrier designated by Buyer. Buyer or the designated carrier undertakes to take delivery within 72 hours of the date products are available for delivery. Notwithstanding the EX Works delivery, products might be, subject to the conclusion of appropriate agreement among Seller and Buyer, delivered at a place agreed between them.

3.3 Delivery date

Products are delivered at the Seller's warehouse within 8 business days, starting from the date of the order. Delivery date is given as accurately as possible. Late delivery shall not entitle Buyer to claim damages or give rise to holdback or to cancel orders in progress. However, if products have still not been delivered 30 business days after the delivery date - due to any reason other than that of force majeure - the sale may be cancelled at the request of either party, without any compensation's being due to or payable by either party.

IN ANY EVENT, DELIVERY WITHIN THE AGREED TIMEFRAME MAY ONLY TAKE PLACE IF BUYER HAS DISCHARGED ALL ITS OBLIGATIONS OF ANY KIND TOWARDS SELLER.

3.4 Delivery - risks

PRODUCTS TRAVEL AT THE BUYER'S RISK AND PERIL.

It will be the Buyer's responsibility, should any damage or loss occur during transport, to note this and inform the carrier of its reserves by means of an extrajudicial deed or recorded delivery letter with return receipt within 3 days of having received the goods. Buyer undertakes to inform the Customer Service in writing of the said reserves at the same time as it notifies the carrier to that effect.

ARTICLE 4 : NON-CONFORMITY - WARRANTY

Without prejudice to the measures to be taken vis-à-vis the carrier:

- claims concerning delivered products that do not match the order must be expressed in writing within 8 business days of the date on which the products were delivered;
- claims concerning defective materials or manufacturing/design faults in the delivered products shall be formulated in writing within 30 business days from the date products were delivered.

Claims shall be sent to the Customer Service.

Buyer will be responsible for providing proofs with respect to the non-compliance and/or defects noted. Seller shall be afforded full facilities for checking the non-compliance and/or defects for the purpose of remedying them. Buyer will refrain from intervening on the products itself or asking a third party to do so. For products sold in their packaging, their weight and measurements at the time of departure have probative force with respect to the quantities delivered. After noting the alleged defects, Seller will, at its own expense, provide a spare part in exchange if one is available or, if this is not the case, a credit note.

ANY RETURN OF ALL OR PART OF THE DELIVERED PRODUCTS MADE BY BUYER WITHOUT THE SELLER'S PRIOR WRITTEN CONSENT SHALL GIVE RISE NEITHER TO CREDITS NOTE OR REIMBURSEMENT, NOR TO REPLACEMENT OF THE SAID PRODUCTS.

ARTICLE 5 : PRICES AND FIRM ORDER AMOUNT

5.1 Prices

Products are provided at the "General Pricelist" price in force at the time of ordering. Prices in Euros are computed on a net basis Ex-Works (ICC Incoterms 2010), inclusive of packaging, except in the case of special packaging, which is invoiced separately.

5.2 Firm order amount

The firm order amount in Euros is computed on a net basis and **does not comprise transport costs**. Any taxes, duties, or any other charges owing pursuant to any relevant regulations as a result of the purchasing of products shall be paid and borne by Buyer.

All orders to **European Union country members** in excess of or equal to a sum of €1,200 are delivered carriage paid.

ARTICLE 6 : INVOICING

An invoice will be made for each firm order and issued at the latest at the time of delivery for international orders.

ARTICLE 7 : PAYMENT TERMS

Payment of the firm order amount shall be made by Buyer within 45 days from date of invoice.

Payments are made in Euros by bank cheque to the account of "Agent comptable", by bank/credit card or by bank transfer.

The Buyer will not be entitled to a discount for immediate payment. Any bank charges shall be borne by Buyer.

ARTICLE 8 : LATE PAYMENT OR NON-PAYMENT

In the event of late payment, Seller may suspend all orders in process, without prejudice to any other course of action. Any sum not paid by the payment date stated on the invoice will give rise to:

- Default interest equal to three times the official interest rate this default interest will be payable without the necessary of a formal reminder; and
- Payment of a lump sum of 40 euros as recovery charge; this lump sum is due without prejudice of any right to reimbursement of any additional recovery fees.

If payment has still not been received 48 hours of the sending of formal notice, the sale will be cancelled ipso jure if Seller thinks fit, and the latter may request a summary court order for the purpose of having the goods returned, without prejudice to any damages that it may claim.

Such cancellation will affect not only the order in question but also any previous unpaid orders either already delivered or about to be delivered, regardless of whether or not the payment date has been reached. The sums due for other deliveries, or for any other reason, will be immediately payable if Seller does not decide to cancel all the orders in question. Buyer shall reimburse Seller for any costs occasioned with respect to collecting any sums due via the courts, including the fees of the law officials. Under no circumstances may payments be suspended or made the subject of any claim for compensation without the Seller's prior written agreement. Any partial payment will be allocated firstly to the unprivileged part of the sum receivable and next to any sums that fell due at an earlier date.

ARTICLE 9 : PAYMENT – REQUIRING GUARANTEES OR SETTLEMENT

Seller at any time reserves the right, in view of the risks involved, to set a ceiling for the credit granted to any client and stipulate certain terms of payment or require certain guarantees. This will especially hold good in the event of any change in the Buyer's financial or other capacity, in their professional activity (or in the case of company, in its legal form or the persons of its directors), or in the event of the transfer, leasing, pledging or contribution of its business, where this has had an unfavourable effect on the distributor's credit.

ARTICLE 10 : RESERVATION OF TITLE

SELLER WILL RETAIN OWNERSHIP OF ALL PRODUCTS SOLD UNTIL SUCH TIME AS FULL PAYMENT OF THE PRINCIPAL SUM PLUS ANY ANCILLARY EXPENSES HAS BEEN RECEIVED. PAYMENT WILL ONLY BE CONSIDERED TO HAVE BEEN MADE WHEN THE FIRM ORDER AMOUNT HAS BEEN EFFECTIVELY PAID TO SELLER.

IN THE EVENT OF FAILURE TO MAKE PAYMENT BY THE DUE DATE, OR IN THE EVENT OF PART PAYMENT, SELLER MAY CLAIM OWNERSHIP OF THE GOODS.

THESE PROVISIONS DO NOT IN ANY WAY AFFECT THE TRANSFER TO BUYER, AS FROM THE TIME AT WHICH THE PRODUCTS IN QUESTION WERE DELIVERED BY SELLER TO BUYER, OF ALL RISKS VIS-À-VIS DETERIORATION OF THE PRODUCTS SOLD OR ANY DAMAGE THAT MIGHT BE CAUSED BY THEM.

ARTICLE 11 : UNAUTHORIZED REPRODUCTION – PACKAGING

Any unauthorized reproduction, adaptation, alteration and/or use of products sold by Seller and/or of the trademarks, under which such products are sold, will expose the person responsible to civil and/or penal sanctions. Buyer also runs the risk of being subject to such sanctions in the event of being supplied by third parties with imitation products and/or products coming within the scope of unfair trading practices.

Packaging bearing the Seller's trademark may only be used for the Seller's products and may not under any circumstances be used for any other products.

ARTICLE 12 : RESALE

For any sale of products, Buyer must first ascertain that products to be resold are in compliance with the local regulations in force, and will be solely responsible and liable with respect to this.

ARTICLE 13 : COMPETENCE

The STCS are governed by French Law. Any dispute concerning the validity, interpretation and/or performance of the STCS, even if there is more than one defendant or if third parties are introduced, will come within the exclusive jurisdiction of the Paris Commercial Court.