

General conditions of sale

Article I

Our relations are governed by the professional uses of graphic industries and by the present conditions of sale. Any exemption from these conditions will be able to result only from one contractual document accepted by the printing company, valid only for one particular order.

Article II

The orders are final only when they have been confirmed in writing by our company. Nevertheless this confirmation could be tacit in the event of periodic orders.

Article III

All the projects and models established by our care remain our exclusive property. They cannot be reproduced without our agreement in some form that it is. All preliminary works are always under the responsibility of the customer, even when no action pursuant is taken within two months as from their presentation, and give place to the establishment of an invoice. In the case of work implying in some form that it is a creative activity within the meaning of the legislation on the artistic copyright (drawings, photographs, engravings, films and stereotypes of any nature, prints, compositions in special characters, typographic and lithographic layout, models of binding and booklet, forms of cutting, irons and plates to be gilded, etc.) the royalties rising from this creation, and in particular the reproduction right, remain sure and are transferred to the customer only with the help of one convention in this direction. This convention of the royalties transfer and, in particular of the reproduction right, must be express: it could not result owing to the fact that the creative activity was foreseen in the order, neither owing to the fact that it is the subject of a special remuneration, nor finally owing to the fact that the property of the material support of the royalty either transferred to the customer. Except special convention of exclusiveness, artistic creation carried out can be used again. These rules also apply to preliminary works. The making of an order related to the reproduction of an object which profits from the protection of the laws on the artistic copyright implies, on behalf of the customer, the assertion of the existence of a reproduction right to its profit. The customer must thus give all guarantees for any dispute of which this reproduction right could be the object. The stereotypes or films established by our care remain also our property, except preliminary agreement, even if they were invoiced separately.

Article IV

The delivery schedules given to the customer by confirmation of order or differently are only indicative. A possible delay in the delivery can give place neither to a discount, neither with a resolution, nor with an unspecified compensation and this, whatever the causes, importance and consequences of the delay.

Article IV (a)

Because of the risks of manufacture, the printing company cannot be held to place at the disposal of his customer exact quantities which were ordered to him. The allowed tolerances in more or less are defined according to professional uses and general conditions of sale. They can be communicated any time.

Article V

Our goods travel in all the cases to the risks and dangers of the recipient and our responsibility is released as soon as the receipts and bills of lading are given to us.

Article VI

Except particular conventions, the prices of work carried out by our company get along for payment by draft accepted at 30 days starting from the end of month of work provision in our workshops, except with regard to the work carried out for the weekly, semi-monthly or monthly periodicals, for which the payment takes place from one number to another, i.e., for printing works, before the start-up on machine of the following number, and, for other graphic industries, before the setting of the following number. All rewordings, modifications or changes brought by the customer to the preliminary draft will be always invoiced according to the time their execution requires.

Article VII

In the event of payment delays, the printing company will have right to interests of an amount at least equivalent to once and half the French legal interest rate. The delay of payment at the limit involves moreover:

- Immediate current liability of the totality of the credits in progress;
- The possibility for the salesman of cancelling all or a part of the orders in progress;
- The current liability, by way of penalty clause of an allowance equalizes to 15% of the amount of these credits, as well as the refunding of any legal and extra-judicial possible expenses.

The communication of our price scale is done on purchaser request.

Article VIII

In the event of deterioration of the purchaser credit, the printing company reserves itself the right, constantly and according to the incurred risks, to fix a ceiling at the overdraft of each purchaser and to require certain guarantees.

It will be in particular the case if a modification of the capacity of the debtor in his commercial activity, or if a transfer, hiring, put in hypothecation or contribution of its goodwill has an unfavourable effect on the credit of the purchaser.

Article IX

We decline any responsibility for a work good execution when the material is provided to us by the customer and this for the case where the aforementioned material would be badly suitable or defective.

Manuscripts, models, drawings, films, art or collection articles, and all various objects of any nature belonging to the customers are guaranteed against no risk.

Article IX (a)

The printing company can keep the material (described here above in article IX) until the complete payment of the price, on all the raw materials, documents, elements of manufacture, object, goods or supplies of which it was supplied by one of his customers for a work or a service execution, and on all the documents or objects carried out following the execution of an order. All these elements enumerated above constitute an affected pledge at the good end of the invoices or commercial drafts related with work or services that this printing company carried out on behalf of the customer.

If the customer is not commercial, the printing company can require the signature of all the acts and the achievement of all the formalities necessary to the regularity of the pledge.

Article X

The quality of work depends to a large extent on the respect on the calendar agreed upon between the printing company and the customer at the time of the placing of the order.

All modifications in this calendar coming in particular from delays in the handing-over of the elements of work to the printing company or in the return of the goods to be drawn with the workshops involve a disorganization of the implementation plans and a precipitation in their realization often accomplished in abnormal hours. They thus ham the quality of the finished product: they are also a source of errors and rise in the cost price. This is why the printing company is entitled, in such a case, to ask for a suitable supplement of invoicing.

Article XI

All the documents and elements of manufacture belonging to the customer must be shown with the diligence of this one as of effective payment of the work for which they were used. If not, these documents and elements of manufacture will be returned to him to its expenses.

If the goods of all natures and objects remain in the stores of the printing company without need for manufacture, this one can, after having warned his customer by letter registered with acknowledgement of delivery left without effect throughout one month, claim a royalty for expenses of storage and handling other than the insurances.

In the event of non-use of the paper stock by the customer for three months consecutive, the printing company will be able, after letter registered with acknowledgement of delivery being worth put in residence remained without answer throughout one month, to lay out with his suitability of the aforesaid stock of paper.

The product of a possible sale of the paper stock by the manufacturer, deduction made of the royalty which is due for him for expenses of storage and handling, will be distributed between the printing company and the customer in the following way:

30% for the printing company;
70% for the customer.

The amount of the royalty is fixed by mutual agreement between the printing company and the customer, and failing this, at saying of expert.

In the absence of convention of storage, thus concluded between the parts, damages can be due to the printing industry.

In addition, last the three months deadline as from the effective payment of work for which they were used, the graphic industrialist can, subject to the provisions specific to the conservation of the manufacture elements provided by the customer, and after letter of selling in residence by recommended with acknowledgement of delivery, to put at the rammer the above mentioned documents.

Article XII

Our responsibility is also excluded for all accidents, deterioration or disappearances which have occurred in our workshops or in the warehousemen and sub-contractors during the transport.

Article XIII

In case of the printing company provides the paper medium or any other support, this one will preserve of it the freehold until the effective payment of the entirety of the price in the main thing and accessory.

Article XIV

Our contractual obligations will be automatically suspended and without formalities, and our responsibility released in the event of supervening for events such as: stop of driving force, fires, flood, unspecified stops of work, breaking of machine in our workshops, wars, riots, requisitions, authoritative reductions of the imports, accident or delay of manufacture in our suppliers, delay in the carriages of goods, like in the event of occurrence of any event independent of our will, preventing the execution of the contract under the normal conditions.

Article XV

The courts of our registered office are the only qualified in the event of litigation of any nature or disputes relating to the formation or the execution of the order.

This clause applies even in the event of summary procedure, of incidental request or plurality of defendants.

Article XVI

When the credit of the purchaser worsens, we reserve ourselves the right, even after the partial expiry of an order, to require from the purchaser the guarantees that we judge suitable for the good execution of the commitments entered into. The refusal to satisfy there gives us the right to cancel whole or part of the market.

Article XVII

If the customer wishes to terminate a contract of impression of periodical, it will have to inform the printing company beforehand of it by respecting a notice defined according to established professional uses.

The non-observance of this notice will give place to the payment of an allowance by the customer to the printing company.

This allowance is fixed at 8% of the sales turnover which would have been carried out for the not respected period of notice.