

GENERAL TERMS AND CONDITIONS OF SALE 2025 - CARLIER PLASTIQUES & COMPOSITES

1- DEFINITIONS AND INTERPRETATION

Business Day	means any day other than a Saturday or Sunday or public holiday in France
Customer	means the person or firm who purchases the Goods from the Seller for the purposes of his business activity, including the authorized distributors of the Seller (unless a specific written agreement has been concluded with such distributors).
Force majeure	means the events beyond the control of the Seller such as: lock-outs, strikes, epidemics, war, requisition, fire, flood, interruption in transport, serious failure of a supplier (notably regarding delivery times) or sub-contractor, cyber-attack (non-exhaustive list).
Goods	means the goods (including notably panels ...) supplied by the Seller whether standard or custom-made.
GTCS'	means the present General Terms and Conditions of Sale.
Intellectual Property Rights	means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights, intellectual property rights and all applications for the same, anywhere in the world.
Seller	means Carlier Plastiques & Composites a simplified joint stock company (société par actions simplifiée) incorporated under the laws of France, with a share capital of 7.500.000 euros, whose registered office is located at 15, Chaussée Brunehaut, CALONNE RICOUART (62470), France, registered with the Arras Trade and Companies Register (RCS Arras) under number 438 336 851.
VAT	means value added tax or any other similar sale or fiscal tax applying to the sale of the Goods.

- 1.1. A reference to a ‘person’ includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person’s personal representatives, successors and permitted assigns.
- 1.2. A reference to a ‘party’ includes its personal representatives, successors and permitted assigns.

2- GENERAL

- 2.1. These GTCS govern the sale of the Goods by the Seller to the Client. In the event of a conflict between these GTCS and any other document (notably any terms or conditions of the Client), the GTCS shall prevail, unless otherwise provided in a distribution agreement or any other specific written conditions accepted by both Parties.
- 2.2. Placing an order with the Seller is on the basis of the Customer's full and unreserved acceptance of these GTCS, which represent the sole basis for sales negotiation between the Parties. Any request for conditions derogating from these GTCS must be subject to the Seller's prior written agreement in order to be enforceable against the Seller.
- 2.3. The fact that the Seller does not avail itself, at a given time, of any of the provisions of these GTCS may not be interpreted by the Customer as a waiver by the Seller of its right to do so at a later date, even if the Seller has accepted special conditions of sale, for example with regard to terms of payment or delivery : such special conditions shall not constitute an implicit waiver of these GTCS or of their precedence over other provisions.

3- DRAWING – STUDIES – QUOTATION

- 3.1. Quotations drawn up by the Seller at the Customer's request shall remain valid for a period of one (1) calendar month from the date on which they are given to the Customer, unless expressly provided otherwise on the quotation. After this period, if the Customer wishes to place an order, it must request a new quotation and the Seller will no longer be bound by the conditions proposed in the initial quotation.
- 3.2. The plans, special studies and quotations drawn up by the Seller at the Customer's request remain the exclusive property of the Seller and may not in any way be communicated to third parties, nor may they be used for any purpose by the Customer without the Seller's prior written authorisation.

4- ORDERS

- 4.1. All orders must be sent to the Seller in writing (by e-mail or post).
- 4.2. Orders only become final after express order acceptance by the Seller. Acceptance may be total or partial, without the Seller being held liable in this respect. The Seller reserves the right to refuse the Customer's orders in whole or in part, without liability.

- 4.3. No cancellation or modification of an order by the Customer will be enforceable against the Seller after acceptance of the order by the Seller, except with the Seller's express prior agreement.
- 4.4. The Customer who cancels all or part of an order or who postpones the delivery date, , even with the Seller's consent, will remain obliged to compensate the Seller for all costs incurred up to the date of notification by the Customer of the cancellation or modification of the order, and/or to pay damages which the Seller may be entitled to claim for the direct and indirect loss which this decision may cause the Seller.

5- PRICES

- 5.1. The prices invoiced are those in force on the day of the order acceptance by the Seller.
- 5.2. The prices, whether in the Seller’s brochures or its quotations, are in Euros exclusive of VAT.
- 5.3. The Customer shall pay any applicable VAT to the Seller on receipt of a valid VAT invoice.
- 5.4. The prices advertised include the cost of transport when the quantities ordered are greater than the minimum order indicated on the quotation, provided that the width of the panels does not exceed 3000 mm. In the case of orders for quantities less than the minimum order and/or for panels wider than 3000 mm, the Customer may be asked to contribute to the cost of carriage in addition to the price of the Goods.

6- INTELLECTUAL PROPERTY

- 6.1. The Customer shall have no rights in respect of any Intellectual Property Rights belonging to the Seller nor any goodwill associated with them.
- 6.2. The Customer assumes responsibility for and agrees to indemnify the Seller against all the direct and indirect loss arising from a claim by third parties concerning the Intellectual Property Rights attached to the designs, models or plans sent to the Seller by the Customer.

7- DELIVERY

- 7.1. Delivery means the availability of the Goods by the Seller under the conditions defined by the Incoterm chosen by the Parties.
- 7.2. Delivery at the Seller’s expense (free delivery) is subject to a minimum order quantity jointly agreed upon by the Parties. (see clause 5.4 above)
- 7.3. Delivery dates are given as an indication only and the time of delivery is not of the essence. Notably, in the event of grouped orders from different customers, the Seller reserves the right to modify the delivery date indicated on the order acceptance.
- 7.4. Any modification of an order by the Customer, even accepted by the Seller prior to delivery, will result in an extension of the indicative delivery time specified in accordance with the terms communicated by the Seller to the Customer.
- 7.5. Failure for the Seller to meet the delivery deadline may not give rise to the Customer to cancellation of the order or payment of compensation of any kind whatsoever unless expressly agreed otherwise by the Parties when the order is placed.
- 7.6. The Seller will not be liable for any delay in delivery in the following cases:

- in the event of non-compliance with the terms of payment by the Customer (late payment of invoices relating to previous orders or failure to pay the order in question in the event of advance payment required by the Seller)

- in the event of late submission by the Customer of the plans or other information required to carry out the order in question,

- in the event of Force majeure. In such a case, the Seller will inform the Customer in writing as soon as possible of the occurrence of such an event.
- 7.7. The Customer shall verify the delivered Goods as of the delivery. In case of non-compliance (quantity, quality), the Customer should notify the Seller within seven (7) Business Days of delivery. After this deadline, the Goods should be deemed to be compliant and accepted by the Customer.

8- CLAIMS - TRANSFER OF RISKS

- 8.1. Notwithstanding the retention of title clause set out in clause 10.9 below and unless otherwise agreed between the Parties, Goods are always transported at the Customer's risk. The Customer will therefore be held solely responsible for all risks of deterioration, loss, partial or total destruction that may occur before the Goods have been paid for in full, whatever the cause of the damage.
- 8.2. It is the Customer's sole responsibility to check that the transport contract has been correctly executed. It is therefore the Customer's responsibility to carry out the necessary checks and, in the event of shortage or damage, to take recourse against the carrier in strict compliance with the provisions of article L. 133-3 of the French Commercial Code by making precise, significant and complete reservations on the consignment note and by confirming these reservations to the carrier by registered letter within three (3) Business Days following delivery and by sending a copy to the Seller.
- 8.3. The Customer shall comply with all export control laws and regulations applicable in that territory and shall not export the Goods or any part thereof without obtaining all of the applicable licences, authorisations and regulatory approvals. The Customer shall be solely responsible at its cost for obtaining such licences and authorisations and shall indemnify the Seller for any costs, damages or expenses which the Seller incurs as a result of the Customer’s failure to obtain the relevant licences and approvals.

8.4. All complaints concerning deliveries (quantity, quality) will only be examined by the Seller if they are presented to the Seller within seven (7) days of receipt of the Goods by the Customer as mentioned in clause 7.7 and provided, as the case may be, they have been mentioned on the carrier's consignment note. In particular, the replacement of parts damaged during transport cannot be considered if the Customer has not explicitly and in good time sent the carrier the appropriate reservations.

8.5. The lodging of a complaint, whatever the cause, and even if it is made in compliance with the aforementioned conditions, does not allow the Customer to delay payment to the Seller of any sum that has fallen due.

8.6. If the Goods are collected by the Customer from the Seller's premises, the Customer has a period of seven (7) days from the date of notification that the Goods are available for collection (collection date to be agreed in advance with the Seller). If this period is exceeded, the Seller shall, without limiting its rights, be entitled to charge the Customer for all related costs and expenses in relation to storage (including insurance).

9- SERVICE - WARRANTY

9.1. The Goods comply with the French and European standard NF T57-950-1 for composite sandwich panels in the version in force on the day of delivery. In the case of specific Goods, the Seller guarantees that the Goods comply with the costed drawings and specifications supplied by the Customer.

9.2. The choice of the Goods (type and thickness of panel) is the sole responsibility of the Customer, who must ensure it is suitable for the intended use. The Goods must be handled, stored and assembled in accordance with best practice and in accordance with the Seller's technical specifications (as set out in the “Recommendations for use” guide available on the website <https://carlier-plastiques.com> and upon request), using appropriate profiles and fastening systems. The Customer must ensure that the installation is watertight to avoid any moisture infiltration.

9.3. The Seller provides a 6-month commercial warranty, effective upon receipt of the Goods by the Customer. The Seller’s liability is strictly limited to the replacement or repair of non-conforming Goods, up to a maximum amount equal to their sale price.

9.4. The Seller reserves the right to inspect and/or recover Goods considered defective, which must be stored by the Customer in appropriate conditions and returned in good condition with adequate protection and packaging.

9.5. The Seller will not be held liable in the event of defects arising either from materials or accessories supplied or required by the Customer, or from a design imposed by the Customer.

9.6. The Seller shall not be held liable for defects arising under the following conditions: (i) after improper handling of the Goods by the Customer (in this regard, the Seller advises against the use of forklifts), (ii) after installation and assembly that does not comply with the technical specifications, (iii) after modification of the Good by the Customer during their processing, (iv) after outdoor storage. Goods must be handled and used according to the specifications and the “Usage Recommendations” guide available at <https://carlier-plastiques.com> or upon request.

9.7. Except in the case of willful misconduct, gross negligence, or serious fault, the total liability of the Seller, its representatives, and subcontractors arising from or related to these GTCS, regardless of the cause (whether contractual, warranty, indemnity, tort—including negligence—strict liability or any other legal theory), shall: (i) be limited to damages that are direct and foreseeable, and (ii) in no case exceed the total amount of the relevant purchase order. Under no circumstances shall the Seller be liable to the Customer for indirect, incidental, special, punitive, consequential, or similar damages (including loss of earnings, business, profit, opportunities, downtime, or plant shutdown) arising out of or related to these GTCS or suffered by the Customer or any of its representatives. The Customer hereby expressly waives the right to claim such damages as expressly excluded in this paragraph

9.8. It is the Customer’s responsibility to prove that the defect is attributable to the Seller. To that end, the Customer must provide at a minimum the order number(s) of the relevant Goods, the type and quantity of the affected Goods, and photos with a minimum resolution of 500 KB. Otherwise, the Seller reserves the right to reject the claim.

9.9. The Customer must inspect the Goods before use. Any visible defect found after the Good has been cut or assembled will be considered inadmissible.

9.10. The Goods may be repaired using suitable materials and in accordance with Part 3 of standard NF T57-950 for composite sandwich panels.

9.11. The Seller will only cover repair costs if the repair estimate is approved by the Seller before the repair work is carried out.

9.12. The warranty is only valid in the Customer’s billing country. In the event of resale by the Customer to a third country, the Seller disclaims all liability for any legal or financial consequences related to such resale.

9.13. In the case of mass-tinted panels, the Seller draws the Customer’s attention to the fact that a colored gelcoat is not equivalent to paint. The color may degrade over time, particularly for dark shades. Upon request, a protective film may be applied to the panel. The Seller reminds that it must be removed within 3 weeks to avoid gelcoat discoloration (see the “Usage Recommendations” available at <https://carlier-plastiques.com> or upon request). The Seller disclaims all liability in the event of such discoloration, whether or not a film has been applied to the panel. The Customer acknowledges having read, understood, and unreservedly accepted the “Usage Recommendations” available on the website or provided on request. The Customer expressly recognizes that these “Usage Recommendations” form an integral part of the sale contract, alongside these General Terms and Conditions of Sale.

9.14. In the case where Goods are painted by the Customer, particularly in dark and/or metallic colors, the Seller warns the Customer of a potential risk of cracks or blisters caused by panel heating under certain climatic or other conditions. The Seller accepts no liability for the occurrence of such defects.

9.15. When using adhesive decorations, the Customer must verify the compatibility of the film with the Goods with their supplier and comply with the supplier’s installation and durability guidelines. The Seller shall not be held liable for any defect arising from the application of such decorations. More generally, if the Good is modified in any way by the Customer, the Seller disclaims all liability for any subsequent defect that may appear in the Good.

10- INVOICING AND PAYMENT CONDITIONS

10.1. Unless the Customer advises otherwise, the Seller will send its invoices in electronic form by email.

10.2. The terms of payment will be specified at the bottom of the order acceptance and on the invoices, failing that, the invoices must be paid within 30 days from the invoice date.

10.3. The Seller does not grant any discount for early payment.

10.4. Payment shall be made by bank transfer.

10.5. The Customer must make full payment on the agreed due date The Customer may not invoke any cause whatsoever for refusing to comply with the payment deadline, the Customer shall be obliged to pay the invoices on the due date, irrespective of any delay in delivery or any claim regarding defective Goods. Any deduction not previously authorised in writing by the Seller and/or set-off without the Seller's express prior agreement will be treated as a failure to pay, leading to the consequences described below.

10.6. In accordance with the provisions of article L.441-10 of the French Commercial Code, any sum not paid on the due date, for whatever reason, shall automatically and without further formalities accrue interest, calculated based on the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. Interest will begin to accrue from the due date of payment shown on the invoice and will continue to accrue until the day of full payment of all sums due to the Seller Any month commenced shall be payable in full. An indemnity for collection costs in the sum of forty (40) euros per invoice not paid on the due date will also be payable to the Seller by operation of law in addition to the late payment penalties outlined in this clause 10. It is specified that this flat-rate compensation does not limit the amount of other costs that may be incurred by the Seller for the purposes of recovering its invoices.

10.7. In the event of partial payment or non-payment, of an instalment for any of the deliveries, in the event of the sale, assignment or the granting of security by the Customer of its business, the Seller reserves the right to:
- demand immediate payment of all sums owed by the Customer for any reason whatsoever;
- notify the Customer of the suspension of its deliveries and the refusal of any new order until full payment of the outstanding invoices including costs interest and other relevant amounts.

10.8. Any order placed by a new Customer, any overrun of the amount outstanding which may have been authorised by the Seller or any deterioration in the Customer's credit will, at any time, enable the Seller, depending on the risks incurred, to impose the requirement of certain payment terms, such cash payment of current and future orders or early payment of any new order, the setting of a ceiling on any credit authorised by the Seller in respect of the Customer and/or the requirement of certain guarantees. Refusal to comply gives the Seller the right to cancel current orders in part or in their entirety even if they have been accepted by the Seller.

10.9. Retention of title: notwithstanding the stipulations of clause 8.1 relating to the transfer of risks, title to the Goods delivered shall not pass to the Customer until the Seller receives payment in full for the Goods. The Customer will therefore be held solely responsible for all risks of deterioration, loss, partial or total destruction that may occur before the Goods have been paid for in full, whatever the cause of the damage, even if it is a case of Force majeure.
Until the title to the Goods has passed to the Customer, the Customer shall therefore:
- maintain the Goods in satisfactory condition; keep them insured against all risks for their full price from the date of delivery;
- stipulate in the insurance policy that any compensation will be paid directly to the Seller; and
- provide the Seller, at its first request, with proof of the insurance taken out.
If any Goods subject to the retention of title have been resold by the Customer, title to the Goods shall pass from the Seller to the Customer immediately before the time at which resale by the Customer occurs. In this respect, the Customer hereby assigns to the Seller all claims arising from the resale of unpaid Goods subject to retention of title.
In the event of the Customer's bankruptcy, receivership or liquidation proceedings, the Goods may be reclaimed by the Seller. Any Good previously paid will remain the property of the Seller in their entirety as a penalty clause.
The Customer undertakes to inform any third party, particularly in the event of seizure, of the fact that the Goods subject to the reservation of title clause belong to the Seller, and to inform the Seller immediately of any seizure or similar operation. Any clauses to the contrary included on the purchase order or any other documents issued by the Customer will be considered null and void.

11- PERSONAL DATA

11.1. The Customer is informed that the Seller securely processes personal data within the framework of the execution of the sale contract, for administrative management, invoicing, monitoring of the orders, and unless the Customer objects, for commercial prospecting purposes.

11.2. The data collected is strictly necessary for the performance of the sale contract. It may include first name, last name, postal address, email address, phone number, and any other information required for processing the order. This data is intended solely for the authorized departments of the Seller, including the commercial teams, the administrative and accounting departments, as well as the marketing department where applicable.

11.3. In case of refusal to provide the necessary data, the Company shall not be obligated to accept purchase orders.

11.4. Data is retained for a period of five (5) years from the end of the contractual relationship between the Parties, unless otherwise required by law or upon an early deletion request in accordance with the rights below.

11.5. In accordance with the French Data Protection Act of January 6, 1978 ("Informatique et Libertés") and Regulation (EU) 2016/679 (GDPR), any data subject has the right to access, rectify, restrict, erase, and object for legitimate reasons, as well as the right to object to commercial prospecting. These rights may be exercised by contacting the Seller at the following address: dpo@carlier-plastiques.com or by mail at the Seller's registered office address.

11.6. In case of difficulty, the data subject may file a complaint with the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés - CNIL) – www.cnil.fr

12- FORCE MAJEURE

12.1. The Seller's obligations will be suspended in whole or in part, ipso jure and without formality, and the Seller will be released from liability in the event of the occurrence of a case of Force majeure within the meaning of Article 1.1.

12.2. In the event of the occurrence of such a case of Force majeure, the Seller will notify the Customer as soon as possible by e-mail confirmed by registered letter with acknowledgement of receipt.

12.3. The Seller's obligations will be suspended ipso jure for as long as it is unable to perform them due to the case of Force majeure invoked. In the event that the case of Force majeure continues to produce its effects one (1) month after the Seller notifies the Customer of the occurrence of the case of Force majeure, either Party will then be entitled to cancel the order(s) concerned.

12.4. In such a case, the Customer shall not be entitled to claim any compensation whatsoever.

13- CONFIDENTIALITY

13.1. The Seller and the Customer acknowledge that, in the context of the performance of their commercial relations, they may be entrusted with confidential information of a technical, commercial, marketing or financial nature or relating to elements to which intellectual property rights are attached. However, this list is not exhaustive.

13.2. This information must not, in any way whatsoever, be disclosed to third parties. The Seller and the Customer guarantee the confidentiality of information, of any nature whatsoever, whether written or oral, of which they become aware in the context of the performance of their commercial relations and undertake not to communicate it to persons other than those who are entitled to know it, on pain of having to compensate for the loss suffered.

14- APPLICABLE LAW - JURISDICTION

14.1. All contractual relations between the Seller and the Customer arising from the application of these General Terms and Conditions of Sale (GTCS) and any specific agreements that may be concluded between the Parties, as well as any disputes arising therefrom, regardless of their nature, shall be governed in all respects by French law, to the exclusion of conflict of law rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not apply to these GTCS or to any sales made under them.

14.2. These General Terms and Conditions have been written in French and translated in English.

14.3. In case of conflict, inconsistency, or doubt regarding interpretation between the two versions, the French version will prevail as the sole legally binding version. The Parties will do their utmost to resolve amicably any disagreements which may arise from the interpretation, performance or termination of the commercial relationship between the Seller and the Customer.

14.4. Failing an amicable agreement within thirty (30) days following the notification of a dispute by one Party to the other, any dispute arising from the performance of the contractual relationship established between the Seller and the Customer, as well as any acts resulting therefrom, will be subject to the jurisdiction of the Commercial Court of Lille Métropole, notwithstanding any incidental claim or guarantee appeal, or in the event of multiple defendants. This jurisdiction clause shall apply even in the event of summary proceedings or proceedings in the form of summary proceedings.