



General Terms & Conditions BIOGROW SARL VILA

Purpose

General Terms and Conditions of Sale BIOGROW SARL VILA Purpose These General Terms and Conditions of Sale detail the rights and obligations of SARL VILA (Biogrow) and its customers in the context of the sale and supply of agricultural products for professional use.

Any service provided by SARL VILA (Biogrow) implies the customer's unreserved acceptance of these General Terms and Conditions of Sale.

Prices of goods

The prices of goods, quoted in euros and calculated excluding taxes, are those set at the time the order is placed. SARL VILA (Biogrow) may modify its prices at any time. However, the invoice for goods ordered must be issued according to the prices in effect at the time the order was registered. No discount will be granted for early payment.

Rebates and discounts

Rebates and Discounts The prices offered by SARL VILA (Biogrow) include rebates and discounts that may be granted based on its performance or the customer's assumption of certain responsibilities.

Payment terms

Payment for goods is made either by bank transfer or cheque. Payment must be made no later than 30 days after receipt of the goods (unless otherwise stated on the invoice).

Payment penalties

Law 92.1442: the applicable interest rate for late payments is three times the legal interest rate. PFor any payment made after the due date, a fixed penalty of €40 will be applied to cover recovery costs (Art. D.441-5, 12th paragraph of I of Art. L.441-6 of the French Commercial Code).

VAT is payable on an accrual basis (French General Tax Code, Appendix III, Art. 77).

Retention of ownership

SARL VILA (Biogrow) retains ownership of the goods sold until full payment of the price, including principal and any additional charges. Therefore, if the purchasing customer is subject to receivership or liquidation proceedings, the company SARL VILA (Biogrow) is entitled to claim the goods sold that remain unpaid through collective proceedings.



Delivery methods

Goods are delivered either by direct handover to the customer, by sending a notification of availability for collection to the customer, or to the address indicated by the customer on the order form. At the time of order registration, the delivery time is provided for informational purposes only and is therefore not guaranteed. Consequently, any reasonable delay in the delivery of goods does not entitle the customer to compensation or cancellation of the order.

The risk of transport is entirely borne by the customer. In the event of missing or damaged goods during transport, the customer is required to note the necessary reservations on the delivery note upon receipt of the goods. Confirmation of these reservations by registered letter with acknowledgment of receipt must then be sent within five days of delivery.

Right of withdrawal

The buyer's request for the manufacture of specific products, clearly personalized goods (planting preparation, drainage, etc.), implies the forfeiture of any right of withdrawal by the buyer once the goods have entered production.

Force majeure

In the event of non-performance or delay in the performance of any of the obligations specified in these General Terms and Conditions of Sale arising from a case of force majeure, the liability of the company SARL VILA (Biogrow) cannot be declared. Force majeure is defined as any external, unforeseeable, and irresistible event as specified in Article 1148 of the French Civil Code.

Jurisdiction

These General Terms and Conditions of Sale are governed by French law. In the event of a dispute and failing an amicable resolution, the matter will be brought before the Commercial Court of Perpignan.

