

GENERAL SALES TERMS

Note: Please check that FIMOR has received your order: FIMOR always sends an order acknowledgement or a shipping advice for parts that are in stock within 48 hours. If you have not received such a document, we may have not received your letter, fax or e-mail. Only written orders are accepted by FIMOR. FIMOR's headquarters in Le Mans are closed during public holidays and official business closure at year end.

1. Distributors prices are confidential and reserved to professional customers with wholesaler status.
2. Prices and delivery times are indicative but FIMOR will ask for the client's consent in case of change caused by sudden fluctuations in exchange rates or raw material prices at the time of the order.
3. Minimum invoice value is € 600 except for specific products.
4. FIMOR's liability is strictly limited to the replacement of the parts that were proven defective when received from FIMOR (or to their financial value). The claim must be issued within three months of their reception. No return, even partial, of allegedly defective goods will be accepted without prior return authorization by FIMOR. FIMOR reserves the right to choose its own shipping company for the returned goods.
5. Incoterms:
 - Any order below 2300 EUR will be delivered FCA (Free Carrier) Le Mans.
 - France and European countries: From 2300 EUR : CPT (Carriage Paid)
 - Other countries:
 - 1- From 2300 EUR : Delivery FCA Paris airport or FOB (Free on Board) EEC Port at our convenience.
 - 2- From 15000 EUR: Delivery CFR (Cost and Freight) port of destination
 - All products are shipped at Buyer's risks, even if carriage is paid by FIMOR.
6. FIMOR retains full ownership of delivered good until their payment in full.
7. FIMOR reserves the right to withhold deposits in case of order cancellations
8. Any litigation falls within the Tribunal de Commerce du Mans and French laws will apply.
9. After quality inspections, FIMOR may deliver +/- 10% of ordered quantity : goods delivered in excess quantity are due to FIMOR while FIMOR reserves the right to deliver the balance with a next order of the same reference.
10. FIMOR shall be entitled to collect an interest charge of 1.2% per month on any unpaid invoice in addition to legal fees incurred by its collection.