

Simplified Joint-stock Company with a capital of €1,729,950 - 612 039 073 PARIS Companies Register
 Lessee-Manager of the Company DNL Distribution
Registered office, Administrative and marketing departments:
 92 avenue de France 75013 PARIS - ☎ 01 49 59 10 10
Orders, Customer relations for physical products:
 46, route de Sermaises - PB11 - 45331 MALESHERBES POSTAL CODE - ☎: 02 38 32 71 00
Customer relations for non-physical products: contact-cns@sejer.fr; ☎: 01 53 55 26 49
Interforum returns department: Route d'Etampes - 45331 MALESHERBES POSTAL CODE
Customer Accounting:
 92 avenue de France - 75013 PARIS - ☎: 01 49 59 10 10
Ecomaison unique ID: FR294702_12H0XB
CITEQ unique ID : FR294702_01QHCG

GENERAL CONDITIONS OF SALE
 Valid as on 1st January 2025

These general conditions of sale ("GCS") define the terms and conditions applicable for the sale, by Interforum, of the physical and digital works and associated products, intended for professionals, in metropolitan France (including Corsica) and Monaco, (the "Territory").

ART. 1. PURPOSE AND SCOPE OF APPLICATION

The GCS are applicable to all sales of works, physical or digital, products, and equipment, made by Interforum and intended for professionals (the "Products"). They are also applicable to the sale by Interforum of digital works and resources in the form of licenses intended for academic learning, sold via the Canal numérique des Savoirs website www.cns-edu.com.

Where applicable, they are supplemented by Categorical Conditions of Sale ("CCS") and/or by Special Conditions of Sale ("SCS"). These general terms & conditions of sale are systematically provided to each customer who so requests, to allow it to open an account in the Interforum books before placing an order. Placing an order with Interforum implies the full and entire acceptance by the customer of the GCS, which exclude any application of the customer's conditions of purchase. These general terms & conditions of sale constitute the sole basis for the commercial negotiation and shall apply to all sales made by our company, subject to the application of the CCS and/or SCS, and prevail over any other document, in particular catalogues and prospectuses. The general terms & conditions of sale are evolving, and any modification of the same are brought to the attention of the customer by making it available on the Interforum website. The GCS are those applicable on the date of the order. The fact that Interforum does not enforce, at any given moment, one of the provisions of the GCS, cannot be interpreted as a waiver of the right to enforce them subsequently.

ART. 2. OPENING AN ACCOUNT

Opening and maintaining an account in the books of Interforum are subject to the provision by the customer (natural or legal person) of the following information and original documents:
 • Company registration certificate less than 3 months old (KBIS or BCE).
 • Banking information
 • GCS signed by the customer or bearing the seal of the company if necessary.
 • Email address to which Interforum must send the invoices.

Opening an account automatically results in the implementation of a credit facility for the customer's benefit, which can be modified at any time according to the financial information and documents submitted. In this regard, deterioration in a customer's credit may lead to a reduction in the credit limits or to the credit facility being withdrawn.

ART. 3. ORDERS - MODIFICATIONS

The orders are considered as final once they are sent through Electronic Data Interchange (E.D.I.), or failing this, confirmed in writing. For better quality of processing, preference is to be given to orders via EDI. The benefit of the order is personal to the customer and cannot be transferred without agreement from Interforum. Interforum will fulfil orders based on the sequence in which they are received and subject to stock availability. In the event of several orders being placed by the same customer on the same day, these orders may be grouped together (excluding new products), which will give rise to the invoicing of processing costs, the amount of which is available on request. Any modification of the order requested by the customer can only be considered if it is submitted in writing prior to the preparation of the products.

For orders involving digital Products and resources intended for academic education, refer to the site www.cns-edu.com.

ART. 4. DELIVERIES

4.1 Terms of delivery of the Products

4.1.1 Physical products

Delivery is made either by making the goods available for pick-up or by handing them over to a carrier. For Products that do not belong to the "book" category, specific delivery conditions are set out in the SCS.

Interforum decides on the method of packaging of physical Products. In the event of a specific request from the customer, Interforum may re-invoice the costs, which will be communicated on request.

> Provision of Products.

At the customer's request, products will be made available for pick-up only for orders weighing less than 800 kg, picked up by vehicles with a GVW of less than 3.5 t at the site address provided by Interforum. Beyond this weight, orders will be shipped by a carrier at the customer's expense.

The customer undertakes to collect its order, and any POS material, within 2 working days of it being made available for pick-up. Failing this, storage costs, provided on request, will be invoiced to the customer.

> Shipment of Products by a carrier.

The Products may be dispatched by a carrier, in accordance with the financial conditions provided on request (an additional cost may be incurred in the event of express delivery or in the event of exceptional constraints (e.g. delivery to an upper storey)). No duplicate delivery notes may be issued more than one year after delivery.

> Self-service pick-up from the sales outlet.

Within the framework of the SCS, the customer may collect the products directly from our regional sales outlets on a self-service basis. A collection note will then be issued.

4.1.2 Digital products

These digital Products for educational purposes are delivered to customers once the order has been validated by our company (unless specifically indicated otherwise by the customer). Licences for these products are granted as soon as they are 1st activated under the conditions specified on www.cns-edu.com.

The delivery of the other (non-educational) digital Products is done based on special agreements.

4.2 Lead times

Delivery times are communicated for information purposes and subject to availability of the ordered Products. Interforum shall take all efforts to offer reasonable delivery times and shall execute global deliveries based on supply possibilities. Our company may make staggered deliveries in the event that it is impossible to deliver the entire order; in this situation, Products that are not available at the time of the order will - unless otherwise requested by the customer and expressly accepted by Interforum's "Directorate of Broadcasting" department - be noted and grouped together with the subsequent delivery according to the usual financial terms of delivery. Exceedance of the delivery periods given for information purposes or problems with the delivery shall not give rise to penalties, damages, or termination/cancellation of orders, nor shall it result in the refusal of deliveries already scheduled.

4.3 Risks

The transfer of risks related to the Products takes place, whatever the method of delivery and even in the case of a sale agreed carriage paid, as soon as the Products are picked up or dispatched. Since the collected or shipped Products are considered to be in perfect condition for resale, the transportation is at the risks and perils of the customer, who shall be responsible for, in case of damage or partial losses, making all the necessary observations at the time of receipt, and the said observations must be confirmed pursuant to Article L133-3 of the French Commercial Code at the latest within 3 days (excluding public holidays) through registered letter with acknowledgement of receipt or through an extrajudicial document sent to the carrier;

In the case of apparent loss or damage, these reservations must be made at the time of delivery. Reservations concerning losses or damage that are not apparent must be made within 7 days (excluding public holidays) of the date of receipt.

In any event, the reservations formulated by the customer must be complete, justified, and as detailed as possible. Failure to notify within the aforementioned time period shall extinguish all rights of action against the carrier and Interforum. A copy of the letter sent to the carrier must be sent to our company through registered letter with acknowledgement of receipt within the same time period. In the event the carrier is chosen by the customer, the latter shall take all efforts to initiate any claim against its service provider.

4.4 Compliance with date of sale and place of marketing

In view of the particularities applicable to the Products, the customer undertakes to comply with the dates of release for sale and/or disclosure of commercial data to the general public

as communicated via ONIX feeds, appearing on the inter-professional databases or communicated by any other means by the Interforum teams. The customer also undertakes to ensure that the Products are under no circumstances marketed outside the Territory. Non-compliance with the dates on which the products are put on sale, and/or the disclosure of commercial data to the general public and/or the place of marketing could, insofar as it constitutes a serious breach, call into question our commercial collaboration without prejudice to our right to engage the customer's liability and to seek compensation from it for the resulting damage to our company.

ART. 5. ACCEPTANCE OF PHYSICAL PRODUCTS

For any delivery, before signing to validate the delivery on the delivery slip, the customer must count the number of packages / pallets and check the good condition of the delivery. In case of missing or damaged package, it is mandatory to specify it in the delivery slip in an explicit and detailed manner. Please note that neither the words "damaged package" nor "subject to verification" are enough to initiate a litigation procedure. It is necessary to describe the nature of the damage. Without prejudice to the measures to be taken as regards the carrier (Art. 4.3), complaints concerning the non-compliance of the Products with the purchase order ("PO") or the waybill ("BE") must be given in writing within 3 working days of the arrival of these products, along with the waybill and photos of the noted discrepancies. In the event of a clearly unjustified or abusive complaints or refusals to accept delivery, and after discussions between the Parties, the customer may be charged a flat-rate logistics fee (€106 excluding VAT). The customer acknowledges that these charges are legitimate and justified considering the time and efforts that must be taken by our company to process the associated abusive complaints.

In the event of repeated and unfounded refusals to take delivery of orders, we shall be entitled to re-invoice all costs incurred to the customer and/or block the customer's account.

ART. 6. RETURNS OF PHYSICAL PRODUCTS

6.1 Deadlines and Methods

All new released Products can be returned from the 4th to the 12th month following the date of publication. Any returns after this time will be rejected. As regards vintage books or old editions, returns will only be accepted and credited during the 3 months after the date of the end of sales. Physical Products returned, that do not belong to Products distributed by Interforum on the received date of the return, will be denied.

Physical Products returned by the customer must be new, in perfect condition and free of all labels, traces of glue, anti-theft devices or over-wrapping-Products in restocking, sold on firm account, cannot be returned under any circumstances. When returns are dispatched from the warehouse, parcels must be carefully packaged and closed (with internal cushioning), using clean cartons in good condition. These packages must be able to withstand the various handling operations and protect the books. The use for return purposes of containers or pallets that are improperly packaged and/or unsuitable for handling, as well as the return of loose Products, is prohibited.

More generally, the customer undertakes to comply with the Returns Guidelines published on the Interforum website.

The costs and risks of the return shall be borne by the customer. Returned Products are to be accompanied by a return form drawn up by the customer and placed inside each parcel along with the return authorisation. Each package must be identified with the specific "return" and cannot be heavier than 20 kg.. The customer must ensure that the weight of the return package such as mentioned on the carrier's receipt is compliant with the weight of the returned Products, to protect its rights in case of dispute.

Any returned Products that does not comply with all these rules will be refused and will be recovered within 15 days at the expense of the customer. Otherwise they will be destroyed. On request expressly accepted by Interforum, a return shipment at the customer's expense could be realised (flat-rate transport charge according to regional/weight price scale and flat-rate logistics handling charge of €4 excluding VAT per return shipment).

6.2 Return credit

Any return effectively and expressly accepted by our company shall result, after qualitative and quantitative verification of the returned Products, in the recording for the benefit of the customer, in our books, of a credit amount corresponding to the amount of the effective price of the returned Products, payable as per the deadlines applicable to the payment of the initial order (Art. 9.1) and cannot be in any case be immediately deducted or used against an outstanding amount.

ART. 7. PRICES

Given the specific regulations governing book prices, the prices of physical and digital Products (excluding audio books) communicated to customers by publishers or producers are retail prices (including VAT) in euros. For the prices of other Products, refer to the specific scales or agreements, or to the legislation if necessary. For digital Products and licenses intended for academic use, refer to the website Canal numérique des Savoirs www.cns-edu.com. The rates may be changed at any moment, and the publishers or producers shall strive to inform the customers of the same within fifteen days, through the standard professional channels. The prices exclusive of taxes shown on our invoices are the latest valid prices. The prices given in the catalogues and order forms are for information only, and only the invoice price is binding. Furthermore, in the event of a difference between the price shown on the product and the invoiced price, the invoiced price will prevail. All different prices mentioned on other documents shall not be applicable. All orders are payable in Euros. It is the customer's responsibility to pay all taxes, charges and contributions in force, and in particular for DVD retailers to pay the TVS.

ART. 8. INVOICING

For physical Products, an invoice is drawn up for each delivery and issued at the time of delivery or sent electronically, unless a Delivery or Collection Order has been issued, in which case an invoice referring to the issued Delivery or Collection Order will be drawn up and sent electronically or sent within a few days of dispatch. In order to comply with the rules relating to the generalisation of electronic invoicing, Interforum shall, subject to the prior agreement of the customer, send invoices in electronic format to the address indicated by the customer in accordance with Article 2 of the GCS, which may be modified - by written request - subject to a notice period of 30 days. Any request for invoicing by department will be invoiced at 1% of the invoiced amount. For digital Products, monthly invoicing is implemented. Any dispute concerning the invoicing shall require a written complaint within 30 days from the date of invoicing.

ART. 9. PAYMENT

9.1 Methods

Subject to favourable references and within the framework of a credit facility set by our company, and except in the event that imperative regulations provide for a shorter maximum payment period, payments will be made under the following conditions:

- Customers registered with the new releases service of publishers distributed by Interforum = payment 60 days end of month from date of invoice by recovered bill of exchange or, subject to Interforum's prior agreement, by bank transfer.
- Other customers and for related products subject to 20% VAT = payment within 30 days of the end of the month by recovered bill of exchange or, subject to Interforum's prior agreement, by bank transfer.

For the purposes of this article, payment shall be deemed to have been made only if payment is actually made and credited to our accounts on the agreed due date, to the exclusion of the mere presentation of a bill of exchange implying an obligation to pay. There shall be no discounts for early payment.

9.2 Delay or default

Any failure to make payment within the aforementioned deadlines and conditions may, unless in case of settlement within 8 days of the due date and except in the case of insufficient funds, rightfully and without prejudice lead to any other action for obtaining damages, result in:

- The suspension of all ongoing orders and blocking and subsequent closing of the account;
- The termination of the sale by Interforum, who may demand ipso jure the return of the products. The termination shall be applicable not only for the order in question, but also for all previous unpaid orders, regardless of whether they are delivered or being delivered, and of whether the payment for the same is due or not.
- The rightful cancellation of all discounts and specific commercial benefits.
- The implementation, revision, or termination of a limited overdraft facility.
- The immediate and rightful payability of the entirety of the amounts due.

In addition, any unpaid amounts at the deadline given on the invoice pursuant to Article L441-10 C.Com, shall result in the application of penalties for delay calculated based on the rate of interest applied by the European Central Bank for its most recent refinancing operation plus 10 percentage points (this rate is applied on the amount due), it being specified that the calculation shall be done on a prorata temporis basis per day of delay, as well as the application of a fixed rate compensation as collection charges of €40. The penalties that are rightfully payable start from the day after the deadline given on the invoice and till the date of effective payment. Any invoice in recover process by the legal department shall be rightfully increased by a non-reducible compensation within the meaning of Article 1231-5 of the civil code fixed at 15% of its amount. In no event can the payments be suspended without written and prior agreement from Interforum. Any partial payment shall first be offset against the amounts which have been due for the longest time.

9.3 Requirement of guarantees for payment

Our company may, at any moment, request information and/or financial statements from the customer to verify that it is able to meet the financial commitments resulting from its orders. Any deterioration in the customer's credit facility may justify the requirement of guarantees, by cash payment. This shall particularly be the case in the event of a change in the debtor's capacity, its professional activity, its directors, the corporate form or shareholders, or if a transfer, lease, collateral, or contribution of business assets, has an unfavourable effect on

the customer's credit facility. In addition, any deterioration in the customer's credit facility likely to lead to default of payment shall give rise, when the customer obtains supplies in cash and in the sales outlet, to the application of discounts specific to emergency orders, except for the possibility for the customer in this situation to send its orders to the Malesherbes site (see contact details above); the orders will be quantified and the amount to be paid - in cash by bank transfer - will be communicated to the customer by the customer accounting department, to enable it to benefit from the usual discounts. The customer will expressly inform Interforum of any change in the structure and operation of its business (transfer, contribution, placing in lease management, etc.). In the event of non-payment prior to a change, and in particular a transfer operation, and regardless of the amount of the debt due or not due, a stop sale order may be formulated on the transfer price. Any of the customer's successors/buyers must apply to open a new account with our company.

ART. 10. DISCOUNTS

Customers who have opened an account with Interforum benefit from the following in respect of the Products:

- A base discount on the Published Price excluding tax or on the recommended price excluding tax, depending on the nature of the product.
- And possibly quantitative and/or qualitative discounts.

The discount schedules are set out in the CCS. If the purchases made by a customer in a given calendar year are lower than the thresholds set by the discount scales, and unless a waiver is granted by Interforum, the customer will be obliged either to proceed with cash payment of the orders, under the conditions of Article 9.3, and to collect the (physical) products from the warehouses, or to be assigned to another sales network and the related discount scale. Only the CCS specific to the network to which the customer belongs and/or specific to the Products that the customer intends to order may be provided on request; these conditions of sale form an integral part of the GCS. Granting of discounts is subject to strict compliance with the GCS and particularly, the payment terms and conditions. As stipulated in Art. 9.2, non-compliance with a deadline particularly exposes the customer to losing their right to a discount. Discounts are calculated on invoices, on the date of sale, line by line, from the pre-tax published price or the pre-tax recommended price. For products broadcast and/or distributed by Interforum, please refer to the terms and conditions specific to them (CCS).

ART. 11. RESERVATION OF OWNERSHIP

It is expressly agreed that the transfer of ownership of the Products delivered to the customer is subject to full payment of the price (principal and ancillary). Any clause to the contrary inserted in the general conditions of purchase of the customer is deemed unwritten. However, it is understood that the mere delivery of an instrument creating an obligation to pay, a bill of exchange or other instrument does not constitute a payment within the meaning of this clause, the seller's original claim on the buyer shall remain with all the guarantees attached to it, including the reservation of ownership, until the said paper instrument has actually been paid. In case of garnishment, or any other intervention by a third party on the products, the buyer must imperatively inform Interforum immediately in order to allow it to oppose the same and to protect its rights. The buyer shall also refrain from putting the ownership of the products as collateral or transferring the same. It shall ensure that it is always possible to identify the products. The products in stock are considered as unpaid.

ART.12. INTELLECTUAL PROPERTY AND METADATA

All advertising, promotional and commercial material that may be provided by Interforum to the Customer is intended to be used exclusively for the presentation of the Products as recommended by Interforum. The Customer shall not allow any third party to use the same. The customer undertakes, in the case of use of metadata on its website or any other advertisement, to use the interprofessional communication tool "DILUCOM ONYX" and to regularly update - depending on the data present - the data concerning the products initially received from Interforum. The customer thus undertakes to include the product updates communicated by DILUCOM ONYX within a period of two working days and to carry out any related update upon first request from Interforum.

ART. 13. PACKAGING

Packaging bearing the Interforum brand and/or that of the publishers may only be used for its Products and may under no circumstances be used for other products. Any breach of this rule could expose the offender to prosecution and the payment of damages.

ART. 14. PRODUCT COMPLIANCE

The manufacturer and/or importer is solely responsible for the compliance of educational materials and toys - within the meaning of Directive 2009/48/EC of 18 June 2009 and its implementing legislation - with current French and European legal provisions.

ART. 15. PROTECTION OF PERSONAL DATA

When opening an account, the customer's representative may provide personal data that will be gathered by and on behalf of Interforum. This data is subject to automated processing in the context of the execution of orders linked to the commercial relationship between Interforum and the customer. It may be used for commercial prospecting purposes by e-mail or via social networks, relating to similar products or services, it being specified that Interforum allows the customer to object to such communication. This personal data will be stored by us for up to 3 years from the end of the commercial relationship, and beyond that up to the end of the applicable prescription periods, purely to allow establishing proof of a related right or for compliance with a legal obligation.

In accordance with the French Data Protection Act of 1978, as amended, and Regulation (EU) 2016/679, the customer's representative has rights of access, rectification, opposition, limitation, portability, deletion and the possibility of giving instructions concerning the retention, deletion and communication of their personal data after their death.

To exercise your rights, please send a request through registered letter to DPO-Editis: 92 avenue de France 75013 PARIS enclosing a copy of an ID document. Subject to a breach in the aforementioned provisions, the customer may lodge a complaint with the CNIL [French data protection agency].

ART 16. PREVENTING CORRUPTION AND INFLUENCE PEDDLING

The Parties represent and warrant that they will carry out their activities in the context of their commercial relationship in accordance with the applicable laws and regulations, in particular the laws relating to the fight against corruption and influence peddling and to International Commercial and Economic Sanctions. The Parties expressly acknowledge and agree that (i) in the event of a breach of this clause, each Party reserves the right to send the other Party formal notice to take necessary corrective measures within a reasonable period of time and (ii) if the necessary corrective measures are not taken within the given period of time, the requesting Party may decide to suspend or terminate the commercial relations with the defaulting Party, without engaging its liability and without prejudice to any damages which it may claim as a result of such a breach.

ART.17 PLEA FOR NON-PERFORMANCE

Interforum may refuse to execute any of its obligations - first and foremost the delivery of Products and/or the continuation of sales of digital Products - if the customer does not fulfil its obligations and in particular its obligation to pay Interforum's invoices on the agreed date.

ART.18 OPPOSITION TO HARVESTING OPERATIONS, TEXT AND DATA MINING

In the event that the customer commercializes the Products on an e-commerce platform, he undertakes to oppose, notably through the general conditions of the latter and/or its technical elements, all harvesting operations and text and data mining, within the meaning of article L. 122-5-3 of the French Intellectual Property Code, in relation to the Products. This opposition must cover the entire site and the content to which it gives access to.

ART.19 FORCE MAJEURE

Interforum may not be held liable for the failure to execute one of its obligations insofar as this non-performance is due to an external reason out of its control which it could not reasonably foresee and/or overcome on the day the order is placed and/or the customer account is opened, such as such as a discontinuation of the publisher's business, strikes, frost, fire, storms, floods, supply difficulties and generally, any event presenting the characteristics of force majeure.

ART.20 DEMATERIALIZATION - AGREEMENT ON PROOF

Interforum may request an electronic signature of these GCS by the customer. In this case, the customer acknowledges that the GCS signed in this way constitute the original of the said document and that, in accordance with article 1366 of the French Civil Code, the signed electronic document constitutes proof in the same way as a written document on paper. In witness whereof, the customer has electronically signed the Contract.

ART. 21. JURISDICTION-DISPUTES

The GCS and the resulting contractual relations are subject to French law. In the event these general terms & conditions of sale are translated, the French version shall prevail. The Commercial Court of PARIS shall have sole jurisdiction in case of litigation of any nature or a dispute concerning the creation, execution, cessation and the consequences of the cessation of contractual relations between our company and a customer, and particularly concerning any dispute related to the creation or execution of the orders. This clause shall even be applicable in case of summary proceedings, incidental claims, multiple defendants or introduction of third parties, and regardless of the method and terms of payment, without any jurisdictional clauses that may exist on customer documents being able to prevent the application of this clause. Moreover, in case of legal action or any other debt collection action by our company, the costs for the summons, court fees, and the fees for the lawyer and bailiff and all associated costs must be borne by the customer.

Simplified Joint-stock Company with a capital of €1 729 950 -
612 039 073 PARIS Companies Register
Lessee-Manager of the Company DNI Distribution
Registered office, Administrative and marketing departments:
92 avenue de France 75013 PARIS - ☎ 01 49 59 10 10
Orders, Client relations for physical products: 46, route de Sermaises - PB11 - 45331
MALESHERBES POSTAL CODE - ☎ : 02 38 32 71 00
Client relations for digital products: contact-cns@sejer.fr; ☎ : 01 53 55 26 49
International dissemination: contact.cliente@interforum.fr
Interforum returns department: Route d'Etampes - 45331 MALESHERBES POSTAL CODE
Client accounting: 92 avenue de France 75013 PARIS
☎ : 01 49 59 10 10

GENERAL CONDITIONS OF SALE

Valid as on 1st January 2025

These general terms and conditions of sale ("GCS") define the terms and conditions applicable for the sale, by Interforum, of the physical and digital works and associated products, intended for professionals, outside of metropolitan France (including Corsica) and Monaco, (the "Territory").

ART. 1. PURPOSE AND SCOPE OF APPLICATION

The GCS are applicable to all sales of works, physical or digital, products, and equipment, made by Interforum and intended for professionals (the "Products"). They are also applicable to the sale by Interforum of digital works and resources in the form of licenses intended for academic learning, sold via the Canal numérique des Savoirs website www.cns-edu.com.

The GCS are compliant with the commitments defined in the LFE guidelines in force. Placing an order with Interforum requires opening an account which involves the full and complete acceptance of the GCS, which exclude the application of any of the client's conditions of purchase. The GCS, are applicable to all sales made by Interforum and shall prevail over all other documents, particularly catalogues and prospectus. The GCS shall thus prevail over all provisions to the contrary issued by the client which Interforum may not have accepted beforehand in writing. The GCS may keep changing, any modification to these GCS shall be communicated to the client by making them available on the Interforum website. The applicable GCS are those in force as on the day the order is placed. The fact that Interforum does not enforce, at any given moment, one of the provisions of the GCS, cannot be interpreted as a waiver of the right to enforce them subsequently.

ART. 2. OPENING AN ACCOUNT

Opening and maintaining an account on the books of Interforum are subject to: provision by the client (physical or legal entity) of the following information and original documents:

- certificate of registration.
- Banking information
- Taxpayer identification
- Bank and commercial references
- GCS signed by the client or bearing the seal of the company if necessary.

Opening an account automatically results in the implementation of a limited outstanding amount for the client's benefit, which can be modified at any time according to the financial information and documents submitted. In this regard, the devaluation of the client's outstanding balance, doubts about its solvency or legal proceedings affecting the company's status may lead to the reduction and/or cancellation of the said balance

ART. 3. ORDERS - MODIFICATIONS

The orders are considered as final once they are sent through Electronic Data Interchange (E.D.I.) or, failing this, confirmed in writing. For better quality of processing, preference is to be given to orders via EDI. The benefit of the order is personal to the client and cannot be transferred without agreement from Interforum. Interforum will fulfil orders based on the sequence in which they are received and subject to stock availability. Our company reserves the right to combine multiple orders received from the same client on the same day, these orders may be grouped (except for the new products) which will lead to the invoicing of processing fees, the amount of which is available on request. Any modification of the order requested by the client can only be considered if it is submitted in writing prior to the preparation of the products.

Orders involving digital Products and resources intended for academic education, refer to the site www.cns-edu.com.

It is stated that acceptance of an order does not grant, except in case of specific agreement between the Parties, any exclusive right to dissemination/distribution of the Products included in the order.

ART. 4. DELIVERIES

4.1 Terms of delivery of the Products

4.1.1 Physical Products

The delivery is executed through a transporter. When they open their account, each client has automatic transport modes defined in its client sheet. The client may however modify the transport modes depending on their desire at any moment, or when sending an order.

The price of the products sold by Interforum is Ex-Works from the Interforum distribution platforms.

The choice of transporter is up to the client for Ex-Works sales.

The transport and insurance costs are to be borne by the client. They are entirely invoiced to the client in all cases of defined incoterms, except the Ex-Works incoterm.

The packaging costs for export orders shall be invoiced, unless agreed otherwise by the Parties.

4.1.2 Digital Products

These digital Products for educational purposes are delivered to clients once the order has been validated by our Company (unless specifically indicated otherwise by the client). The licenses are granted from the initial activation under the conditions specified on www.cns-edu.com.

The delivery of the other digital Products (non-educational) is done based on special agreements.

4.2 Time-periods

Delivery times are communicated for information purposes and subject to availability of the ordered Products. Interforum shall take all efforts to offer reasonable delivery times and shall execute global deliveries based on supply possibilities. Our company may make staggered deliveries in case it is impossible to deliver the entire order; in this situation, the Products that are unavailable when the order is placed shall be, unless requested otherwise by the client and/or depending on the application of the rating/non-rating mode registered for the client account - taken into account and combined with subsequent deliveries depending on the standard financial conditions of delivery. Exceedance of the delivery periods given for information purposes or problems with the delivery shall not give rise to penalties, damages, or termination/cancellation of orders, nor shall it result in the refusal of deliveries already scheduled.

4.3 Risks

The transfer of risks of the Products shall take place, regardless of the delivery terms, once the Products are shipped.

Since the shipped Products are considered to be in perfect condition for resale, the transportation is at the risks and perils of the client, who shall be responsible for, in case of damage or partial losses, making all the necessary observations at the time of receipt, and the said observations must be communicated to Interforum pursuant to Article L133-3 of the Commercial Code at the latest within 3 days (excluding holidays) through registered letter with acknowledgement of receipt or through an extrajudicial document sent to the transporter;

In any event, the reservations formulated by the client must be complete, motivated, and as detailed as possible. Failure to notify within the aforementioned time period shall extinguish all rights of action against the transporter and Interforum. A copy of the letter sent to the transporter must be sent to our company through registered letter with acknowledgement of receipt within the same time period. In the event the transporter is chosen by the client, the latter shall take all efforts to initiate any claim against its service provider.

4.4 Compliance with date of sale and place of marketing

Considering the specificities of the Products, the client shall ensure compliance with the dates of sale and authorised marketing territories, communicated or given in the inter-professional databases. Non-compliance with the dates of sale may, insofar as it constitutes a major breach, call into question our commercial collaboration without prejudice to our option of engaging the liability of the client and to demand compensation for the resulting damages to our company.

ART. 5. ACCEPTANCE OF PHYSICAL PRODUCTS

For all deliveries made through Interforum, before signing for validation of the delivery on the delivery slip ("DS"), the client must count the number of packages / pallets and check good delivery condition. In case of missing or damaged packages, it is mandatory to specify it on the DS in a clear and detailed manner. Please note that neither the statement "damaged package"

nor "subject to verification" is sufficient to initiate dispute proceedings, it is necessary to describe the nature of the damage. Without prejudice to the measures to be taken as regards the transporter (Art. 4-3), complaints concerning the non-compliance of the Products with the purchase order ("PO") or the waybill ("BE") must be given in writing within 3 working days of the arrival of these products, along with the waybill and photos of the noted discrepancies. In cases of clearly unjustified or abusive complaints or refusals to take delivery, after discussions between the Parties, the client may be charged under the heading of discovery charges (€25 excl. tax) and/or logistics management charges (€100 excl. tax). The client acknowledges that these charges are legitimate and justified considering the time and efforts that must be taken by our company to process the associated abusive complaints. In case of repeated and unfounded refusal to take delivery of orders, we shall have the right to cancel the client's right to discounts and/or block their account.

ART. 6. RETURNS OF PHYSICAL PRODUCTS

6.1 Deadlines and Terms

Returns are only accepted and credited within the limits of the agreement concluded between the Parties.

Physical Products returned, that do not belong to Products distributed by Interforum on the received date of the return, will be denied.

Physical products returned by the client must still be new, sellable, in perfect condition, and without any labels (except those that may be affixed by the Publisher), and anti-theft mechanisms, or extra packaging. Products in restocking, sold on firm account, cannot be returned under any circumstances. When shipping the returns, at the client's store, the packages must be carefully packaged in clean boxes which are in good condition. This packaging must be able to withstand the various handling operations and must protect the books.

Generally, the client undertakes to comply with the Returns Guidelines published on the Interforum website. Unless stipulated otherwise in writing by Interforum, the authorised returns of Products must involve entire works or products. In case of written acceptance by Interforum for a return on cover, the 4 cover pages must be sent to Interforum.

The costs and risks of the return shall be borne by the client. Any postage due returns shall be refused except in case of exceptional, prior, and written agreement from our company. The returned Products shall be accompanied by a return slip prepared by the client and placed inside each package with the return authorisation having been, if necessary, communicated beforehand after acceptance by Interforum (it being understood that this acceptance shall result in a credit only as per the terms defined hereinafter in art. 6.2). Each package must be identified with the specific "return" and cannot be heavier than 20 kg.. The box used must be suitable for the Products and must be of a good quality and have internal padding. The use of containers or pallets that are improperly packaged and/or unsuitable for handling, as well as the return of loose Products, is prohibited for return purposes. The client must ensure that the weight of the return package such as mentioned on the transporter's receipt is compliant with the weight of the returned Products, to protect its rights in case of dispute.

Products sold on a firm account basis and digital Products and licences may not be returned under any circumstances, except in the event of an error by Interforum or with the express, prior and written authorisation from the sales department. Any returns that do not meet these rules shall be refused and shall result in the re-shipment to the client at its expense and risks.

6.2 Return credit

Any return effectively and expressly accepted by our company shall result, after qualitative and quantitative verification of the returned Products, in the recording for the benefit of the client, in our books, a credit amount corresponding to the amount of the effective price of the returned Products, payable as per the deadlines applicable to the payment of the initial order (Art. 9.1) and cannot be in any case be immediately deducted or used against an outstanding amount.

ART. 7. PRICES

The prices of the physical and digital Products (excluding audio books), communicated to the clients by the publishers or producers are sales price for the public (including V.A.T.) in Euros (catalogue price). For the prices of other Products, refer to the specific slabs or agreements, or to the legislation if necessary. For digital Products and licenses intended for academic use, refer to the website Canal numérique des Savoirs www.cns-edu.com. The rates may be changed at any moment, publishers or producers shall strive to inform the clients of the same within fifteen days, through the standard professional channels. The prices exclusive of taxes shown on our invoices are the latest valid prices. In case of a difference between the price given on the product and the invoiced price, the invoiced price shall prevail. All different prices mentioned on other documents shall not be applicable. All orders are payable in Euros. It is the responsibility of the client to pay all taxes, charges, and contributions in force.

ART. 8. INVOICING

For physical Products, an invoice is prepared for each shipment of orders. For digital Products, monthly invoicing is implemented. Any dispute concerning the invoicing shall require a written complaint within 30 days from the date of invoicing.

ART. 9. PAYMENT

9.1 Terms

Subject to favourable references and within the context of an outstanding amount set by our company and except in case mandatory regulations provide for a shorter maximum period, the payments shall be made under the conditions agreed between the Parties when the client account is opened.

Only payment within the meaning of this article and effective credit to our accounts at the agreed deadline, excluding the mere submission of a bill of exchange implying an obligation to pay, shall constitute payment. There shall be no discounts for early payment.

9.2 Delay or default

Any failure to make payment within the aforementioned deadlines and conditions may, unless in case of settlement within 8 days of the due date and except in the case of insufficient funds, rightfully and without prejudice lead to any other action for obtaining damages, result in:

- The suspension of all ongoing orders and blocking and subsequent closing of the account;
- The termination of the sale by Interforum, who may demand, ipso jure, the return of the products. The termination shall be applicable not only for the order in question, but also for all previous unpaid orders, regardless of whether they are delivered or being delivered, and of whether the payment for the same has failed or not.
- The rightful cancellation of all discounts and specific commercial benefits.
- The implementation, revision, or termination of a limited discovery.
- The immediate and rightful payability of the entirety of the amounts due.

In addition to any unpaid amounts at the deadline given on the invoice pursuant to Article L 441-10 C.Com, shall result in the application of penalties for delay calculated based on the rate of interest applied by the European Central Bank for its most recent refinancing operation plus 10 percentage points (this rate is applied on the amount due), it being specified that the calculation shall be done on a prorata temporis basis per day of delay, as well as the application of a fixed rate compensation as collection charges of € 40. The penalties that are rightfully payable start from the day after the deadline given on the invoice and till the date of effective payment. Any invoice in recover process by the legal department, shall be rightfully increased by a non-reducible compensation within the meaning of Article 1231-5 of the civil code fixed at 15% of its amount. In no event can the payments be suspended without written and prior agreement from Interforum. Any partial payment shall first be offset against the amounts which are due the longest.

9.3 Requirement of guarantees for payment

Our company may, at any moment, request information and/or financial statements from the client to verify that it is able to meet the financial commitments resulting from its orders. Any reduction in the client's outstanding balance may justify the requirement of guarantees, by cash payment. This shall particularly be the case in the event of a change in the debtor's capacity, its professional activity, its directors, the corporate form or shareholders, or if a transfer, lease, collateral, or contribution of business assets, has an unfavourable effect on the client's outstanding balances. Moreover, the reduction of the client's outstanding balances likely to result in a default of payment shall result, when the client obtains its supplies with cash payments, the application of discounts specific to emergency orders, other than the possibility for the client in this situation to send its orders to the Malesherbes site (using the contact details given above); the orders shall be quantified and the amount to be paid - in cash, through transfer or bank card - shall be sent to the client by the client accounting department, to allow it to benefit from standard discounts. The client shall expressly and immediately inform Interforum about any modification in its structure and its operations (transfer, contribution, lease-management, etc.). In case of non-payment before a modification and particularly a transfer operation and regardless of the amount of the debt due or not due, a stop sale may be formulated for the transfer price. Any of the client's successors/buyers must apply to open a new account with our company.

ART. 10. DISCOUNTS

A client who has opened an account with Interforum receives the benefit of the following under the heading of Products:

- A discount on the Public Price Excl. of Tax. or the recommended price excl. of Tax. depending on the nature of the product.

Granting of discounts is subject to strict compliance with the GCS and particularly, the payment terms and conditions. As stipulated in Art.-9.2, non-compliance with a deadline particularly exposes the client to losing their right to a discount. The discounts are calculated

on the invoice, on the date of the sale, for every line, based on the public price or recommended price exclusive of taxes.

ART. 11. RESERVATION OF OWNERSHIP

It is expressly agreed that the transfer of ownership of the Products delivered to the client is subject to the complete payment of the price (principal and ancillary). Any clause to the contrary inserted in the general conditions of purchase of the client is deemed unwritten. It is however understood that simply submitting a document creating an obligation to pay, draft or otherwise, does not constitute a payment within the meaning of this clause, the seller's original claim on the buyer shall remain with all the guarantees attached to it, including the reservation of ownership, until the said paper instrument has actually been paid. In case of garnishment, or any other intervention by a third party on the products, the purchaser must imperatively inform Interforum immediately in order to allow it to oppose the same and to protect its rights. The purchaser shall also refrain from putting the ownership of the products as collateral or transferring the same. It shall ensure that it is always possible to identify the products. The products in stock are considered as unpaid.

ART.12. INTELLECTUAL PROPERTY AND METADATA

All the Products and their contents are the property of the publishers. All publicity, promotional, and commercial materials, which may be provided by Interforum to the Client, is intended to be exclusively used for the presentation of the Products as per the recommendation of Interforum. The Client shall not allow any third party to use the same.

The client undertakes, in the case of use of metadata on its website or any other advertisement, to use the interprofessional communication tool "DILICOM ONIX" and to regularly update - depending on the data present - the data concerning the products initially received from Interforum. The client thus undertakes to include the product updates communicated by DILICOM ONIX within a period of two working days and to carry out any related update upon first request from Interforum.

ART. 13. PACKAGING

The packaging bearing Interforum's brand and/or that of the publisher can only be used for its Products and may not in any event be used for other products. Any infringement of this rule could expose the perpetrator to legal proceedings and the payment of damages.

ART. 14. PRODUCT COMPLIANCE

Compliance of educational materials and toys - within the meaning of Directive 2009/48/EC of 18 June 2009 and the transposition acts - with the French and European legal provisions in force shall be the sole responsibility of the manufacturer and/or the importer.

ART. 15. PROTECTION OF PERSONAL DATA

When opening an account, the client's representative may provide personal data that will be gathered by and on behalf of Interforum. This data undergoes automated processing within the context of fulfilling orders relating to the commercial relationship between Interforum and the client. It may be used for marketing purposes and for sending e-mail concerning similar products, it being specified that Interforum allows the client to object to such communications. This personal data will be stored by us for up to 3 years from the end of the commercial relationship, and beyond that up to the end of the applicable prescription periods, purely to allow establishing proof of a related right or for compliance with a legal obligation. In accordance with the Data Protection and Freedom of Information Law of 1978 as amended, Regulation (EU) 2016/679 and the Law for a Digital Republic of 7 October 2016, the client's representative has the rights of access, rectification, objection, restriction, portability and erasure, and the option to give instructions relating to the storage, erasure and communication of their personal data after their death.

To exercise your rights, please send a request through registered letter to DPO-Editis: 92 avenue de France 75013 PARIS enclosing a copy of an ID document. Subject to a shortcoming in the aforementioned provisions, the client may lodge a complaint with the CNIL (French data protection agency).

ART 16. PREVENTION OF CORRUPTION AND INFLUENCE PEDDLING

The Parties declare and guarantee that they carry out their activities, within the context of their commercial relation, in accordance with the applicable laws and regulations, particularly the laws concerning the fights against corruption and influence peddling and the International Commercial and Economic Sanctions. Each Party undertakes to inform the other Party within a reasonable time period of any event which it may become aware of concerning non-compliance with this clause.

Compliance with these provisions constitutes an essential condition for the commercial relation between the parties.

The Parties expressly acknowledge and agree that (i) in the event of a breach of this clause, each Party reserves the right to send the other Party formal notice to take necessary corrective measures within a reasonable period of time and (ii) if the necessary corrective measures are not taken within the given period of time, the requesting Party may decide to suspend or terminate the commercial relations with the defaulting Party, without engaging its liability and without prejudice to any damages which it may claim as a result of such a breach.

ART.17 PLEA FOR NON-PERFORMANCE

Interforum may refuse to execute any of its obligations - first and foremost the delivery of Products and/or the continuation of sales of digital Products - if the client does not fulfil its obligations and in particular its obligation to pay Interforum's invoices on the agreed date.

ART.18 OPPOSITION TO HARVESTING OPERATIONS, TEXT AND DATA MINING

In the event that the customer commercializes the Products on an e-commerce platform, he undertakes to oppose, notably through the general conditions of the latter and/or its technical elements, all harvesting operations and text and data mining, within the meaning of article L. 122-5-3 of the French Intellectual Property Code, in relation to the Products. This opposition must cover the entire site and the content to which it gives access to.

ART.19 FORCE MAJEURE AND LIMITATION OF LIABILITY

Interforum may not be held liable for the failure to execute one of its obligations insofar as this inexecution is due to an external reason independent of its desire which it could not reasonably foresee and/or overcome on the day the order is placed and/or the client account is opened such as such as a discontinuation of the publisher's business, strikes, frost, fire, storms, floods, supply difficulties and generally, any event presenting the characteristics of force majeure.

In the event that Interforum may be held liable following direct damages caused to the client within the context of execution of the services defined herein, the amount of the compensations may not exceed the amount indicated on the accepted order, by express agreement.

In no event may Interforum be liable for compensation for indirect material or immaterial damage, or direct immaterial damage (in particular financial loss, loss of data, loss of clientele, etc.), caused by the execution of the services.

ART. 20. JURISDICTION-DISPUTES

The GCS and the resulting contractual relations are subject to French law. The same applies for the substantive and formal rules, notwithstanding the place of execution of the substantive or ancillary obligations. In case of translation of the GCS, the French version shall prevail. The

Commercial Court of PARIS shall have sole jurisdiction in case of litigation of any nature or a dispute concerning the creation, execution, cessation and the consequences of the cessation of contractual relations between our company and a client, and particularly concerning any dispute related to the creation or execution of the orders. This clause shall even be applicable in case of summary proceedings, incidental claims, multiple defendants or introduction of third parties, and regardless of the method and terms of payment, without any jurisdictional clauses that may exist on client documents being able to prevent the application of this clause. Moreover, in case of legal action or any other debt collection action by our company, the costs for the summons, court fees, and the fees for the lawyer and bailiff and all associated costs must be borne by the client.

CONDICIONES GENERALES DE VENTA

Válido a partir del 1 de enero de 2025

Las presentes condiciones generales de venta ("CGV") establecen los términos y condiciones aplicables a la venta por Interforum de libros físicos y digitales y productos relacionados, destinados a profesionales fuera de Francia metropolitana (incluida Córcega) y Mónaco (el "Territorio").

ART. 1. OBJETO Y ÁMBITO DE APLICACIÓN

Las CGV se aplican a todas las ventas de libros, físicos o digitales, y de productos y equipos, realizadas por parte de Interforum a profesionales (los "Productos"). También son aplicables a la venta por parte de Interforum de obras y recursos digitales en forma de licencias de uso escolar comercializadas a través del sitio web Canal numérique des Savoires www.cns-edu.com.

Las CGV se adhieren a los compromisos definidos en la Carta LEF vigente.

La realización de un pedido a Interforum requiere la apertura de una cuenta, lo que implica la aceptación plena y completa de las CGV, que excluyen cualquier aplicación de las condiciones de compra del cliente. Las CGV se aplican a todas las ventas realizadas por Interforum y prevalecen sobre cualquier otro documento, en particular catálogos y folletos.

Por lo tanto, las CGV prevalecen sobre cualquier estipulación contraria que emane del cliente y que Interforum no haya aceptado previamente por escrito. Las CGV estarán sujetas a cambios, y cualquier modificación de las presentes CGV se pondrá en conocimiento del cliente mediante su publicación en el sitio web de Interforum. Las CGV aplicables son las vigentes el día del pedido. El hecho de que Interforum no se acoja a alguna de las disposiciones de las CGV en un momento dado no se interpretará como una renuncia al derecho de hacerlo en una fecha posterior.

ART. 2. ABRIR UNA CUENTA

La apertura y mantenimiento de una cuenta en los libros de Interforum están sujetos a: la provisión por parte del cliente (persona física o jurídica) de la siguiente información y documentos originales:

- certificado de registro.
- Certificado de titularidad de cuenta bancaria
- NIF
- Referencias bancarias y comerciales
- CGV firmadas por el cliente y con el sello de su empresa si es necesario.

La apertura de una cuenta implica automáticamente la concesión de un saldo limitado a favor del cliente, que puede modificarse en cualquier momento en función de la información financiera y los documentos presentados. En este sentido, el deterioro del saldo del cliente, las dudas sobre su solvencia o los procedimientos judiciales que afecten a la situación de la empresa podrán dar lugar a la reducción y/o cancelación de dicho saldo

ART. 3. PEDIDOS - MODIFICACIONES

Los pedidos solo serán definitivos cuando se transmitan por Intercambio Electrónico de Datos (EDI) o, en su defecto, se confirmen por escrito. Para una mejor calidad de tratamiento, se preferirán los pedidos por EDI. El beneficio del pedido será personal del cliente y no podrá ser transferido sin el acuerdo de Interforum. Interforum responderá a los pedidos en el orden en que se reciban y en función de la disponibilidad. En caso de que un mismo cliente realice varios pedidos en el mismo día, dichos pedidos podrán agruparse (salvo si se trata de nuevos productos), lo que supondrá el cobro de gastos de tramitación, cuyo importe podrá consultarse por adelantado. No podrá tramitarse ninguna solicitud de modificación de un pedido si no se presenta por escrito antes de la preparación del mismo. Para pedidos de productos digitales y recursos para centros escolares, véase www.cns-edu.com.

Se recuerda que la aceptación de un pedido no concederá, salvo acuerdo específico entre las Partes, ninguna exclusividad de difusión/distribución de los Productos objeto del pedido.

ART. 4. ENTREGA

4.1 Modalidades de entrega de los Productos

4.1.1 Productos físicos

La entrega se realizará mediante un transportista. Cada cliente dispondrá, en el momento de la apertura de su cuenta, de modos de transporte automáticos que se definirán en su ficha de cliente. Sin embargo, el cliente podrá cambiarlos en cualquier momento o al hacer un pedido.

El precio de los productos vendidos por Interforum es un precio EXW de las plataformas de distribución de Interforum.

La elección del transportista corresponde al cliente para las ventas EXW.

Los gastos de transporte y seguro correrán a cargo del cliente. Se cobrarán íntegramente al cliente en todos los casos de incómetem definidos, a excepción del incómetem EXW. El embalaje relacionado con los pedidos de exportación se facturará, salvo que se acuerde lo contrario entre las Partes.

4.1.2 Productos digitales

La entrega de Productos digitales para uso escolar se realizará una vez nuestra Empresa haya validado el pedido (salvo que el cliente especifique lo contrario). Las licencias se concederán a partir de la 1.ª activación en las condiciones especificadas en www.cns-edu.com.

La entrega de otros Productos Digitales (excepto los productos escolares) se realizará según acuerdos especiales.

4.2 Plazos

Los plazos de entrega se darán a título indicativo y estarán sujetos a la disponibilidad de los Productos solicitados. Interforum hará todo lo posible por ofrecer plazos de entrega razonables y realizar entregas globales en función de las posibilidades de suministro. Nuestra empresa podrá proceder a entregas escalonadas en caso de que no sea posible entregar la totalidad del pedido; en esta circunstancia, los Productos no disponibles en el momento del pedido serán -salvo petición contraria del cliente y/o en función de la aplicación de la modalidad de puntuación/no puntuación registrada en la cuenta del cliente- tenidos en cuenta y agrupados con la entrega posterior según las condiciones financieras habituales de entrega. El hecho de sobrepasar el plazo de entrega indicativo o de no efectuar la entrega no dará lugar a penalizaciones, daños y perjuicios ni a la anulación de los pedidos, ni al rechazo de las entregas ya programadas.

4.3 Riesgos

La transferencia de riesgos sobre los Productos se producirá, cualquiera que sea la modalidad de entrega, desde el momento en que los Productos son enviados.

En caso de daño o pérdida parcial, el cliente será responsable de hacer todas las observaciones necesarias a la recepción de los Productos. Estas observaciones deberán ser confirmadas a Interforum en aplicación del artículo L133-3 del Código de Comercio francés, a más tardar en un plazo de 3 días (salvo días festivos) por carta certificada con acuse de recibo o por acto extrajudicial dirigido al transportista;

En cualquier caso, las reservas formuladas por el cliente deberán ser completas, motivadas y lo más precisas posible. La falta de notificación en el plazo indicado anulará cualquier acción contra el transportista e Interforum. Una copia de la carta enviada al transportista deberá remitirse a nuestra empresa por carta certificada con acuse de recibo dentro del mismo plazo. En caso de que el transportista haya sido elegido por el cliente, éste será personalmente responsable de cualquier recurso contra su proveedor de servicios.

4.4 Cumplimiento de las fechas de lanzamiento y localización de la comercialización

Habida cuenta de las particularidades aplicables a los Productos, el cliente se asegurará de que se cumplan las fechas de puesta a la venta y los territorios de comercialización autorizados comunicados o que figuren en las bases de datos interprofesionales. El incumplimiento de las fechas de venta podría, en la medida en que constituya una infracción grave, poner en entredicho nuestra colaboración comercial sin perjuicio de nuestro derecho a exigir la responsabilidad del cliente y a reclamar una indemnización por los perjuicios que de ello se deriven para nuestra empresa.

ART. 5. RECEPCIÓN DE LOS PRODUCTOS FÍSICOS

Para todas las entregas realizadas a través de Interforum, antes de firmar la confirmación de la entrega en el albarán de entrega, el cliente deberá contar el número de paquetes/países y comprobar el buen estado de la entrega. En caso de que el paquete no llegue a su destino o esté dañado, es obligatorio que el cliente deberá especificarlo explícita y detalladamente

en el albarán. Tenga en cuenta que la declaración "paquete dañado o "sujetos a inspección" no es suficiente para abrir un procedimiento de litigio; para ello, será necesario describir la naturaleza del daño. Sin perjuicio de las medidas que deban tomarse con respecto al transportista (art. 4-3), las reclamaciones relativas a la falta de conformidad de los Productos con la orden de pedido ("OP") o la nota de envío ("NE") deberán formularse por escrito en un plazo de 3 días laborables a partir de la llegada de dichos productos, acompañadas de la NE y de fotos de las anomalías constatadas. En caso de reclamación o de rechazo de la entrega manifiestamente injustificado o abusivo, y tras intercambios entre las Partes, se podrán facturar al cliente los gastos de investigación (25 euros sin IVA) y/o los gastos de gestión logística (100 euros sin IVA). El cliente reconocerá que estos costes son legítimos y están justificados en vista del tiempo y el esfuerzo que nuestra empresa necesita para tramitar las reclamaciones abusivas relacionadas.

En caso de negativa reiterada e infundada a aceptar pedidos, tendremos derecho a anular el derecho del cliente a recibir entregas y/o a bloquear su cuenta.

ART. 6. DEVOLUCIONES DE LOS PRODUCTOS FÍSICOS

6.1 Plazos y condiciones

Las devoluciones solo se aceptarán y abonarán en la medida acordada entre las Partes.

Los productos físicos devueltos que no pertenezcan a los fondos distribuidos por Interforum en la fecha de recepción de la devolución serán rechazados.

Los Productos físicos devueltos por el cliente deberán seguir estando nuevos, en condiciones para su comercialización, sin etiquetas (salvo las que pueda haber colocado el Editor), dispositivos antirrobo o exceso de embalaje. Los productos en reposición o vendidos a cuenta en firme no pueden devolverse en ningún caso. Cuando se envíen devoluciones desde el almacén del cliente, los paquetes deberán embalarse cuidadosamente en cajas limpias y en buen estado. Este embalaje deberá resistir las distintas manipulaciones y proteger los Productos.

De manera más general, el cliente se compromete a respetar la Normativa de Devoluciones publicada en el sitio web de Interforum.

Salvo estipulación contraria por escrito de Interforum, las devoluciones autorizadas de Productos deberán efectuarse sobre obras o productos enteros. Si Interforum acepta por escrito una devolución de la cubierta, deberán enviarse a Interforum las cuatro partes que la componen.

Los gastos y riesgos de la devolución correrán a cargo del cliente. Toda devolución a portes debidos será rechazada salvo que nuestra empresa des su consentimiento previo por escrito. Los Productos devueltos deberán ir acompañados de un formulario de devolución redactado por el cliente y colocado en el interior de cada paquete con la autorización de devolución previamente emitida, en su caso, comunicada tras la aceptación por parte de Interforum (entendiéndose que esta aceptación solo dará lugar a un abono de conformidad con los términos y condiciones definidos a continuación en el punto 6.2). Cada paquete deberá identificarse con la etiqueta específica de "devolución" y no podrá pesar más de 20 kg. El cartón utilizado, adaptado a la carga de los Productos, deberá ser de buena calidad y disponer de acolchado interior. Queda prohibido, a efectos de devolución, el uso de envases o palets mal embalados y/o inadecuados para su manipulación, así como la devolución de Productos a granel. El cliente deberá asegurarse de que el peso del envío de devolución, tal y como está indicado en el recibo del transportista, corresponde al peso de los Productos devueltos, con el fin de preservar sus derechos en caso de litigio.

Los Productos vendidos en firme y los Productos digitales y licencias no podrán ser devueltos en ningún caso, salvo en caso de error por parte de Interforum o previa autorización expresa y por escrito del departamento comercial. Toda devolución que no cumpla estas normas será rechazada y dará lugar al reenvío del producto al cliente, que se hará cargo de los gastos y riesgos correspondientes.

6.2 Crédito de devolución

Toda devolución efectiva y expresamente aceptada por nuestra sociedad dará lugar, previa verificación cualitativa y cuantitativa de los Productos devueltos, al registro en nuestros libros de un crédito a favor del cliente, correspondiente al importe del precio efectivo de los Productos devueltos, pagadero según los mismos plazos que los aplicables al pago del pedido inicial (art. 9.1) y no podrá en ningún caso deducirse inmediatamente ni de una factura impagada.

ART. 7. PRECIO

Los precios de los Productos físicos y digitales (excluidos los audiolibros), comunicados a los clientes por los editores o productores son precios de venta al público (IVA incluido) en euros (precios de catálogo). Para conocer los precios de otros Productos, consulte las listas de precios o acuerdos específicos o la legislación, en su caso. Para los productos digitales y las licencias digitales para las escuelas, consulte la página web del Canal numérique des Savoires www.cns-edu.com. Los precios pueden cambiar en cualquier momento, y los editores o productores procurarán informar de ello a los clientes en un plazo de quince días, por los medios habituales en la profesión. Los precios que figuran en nuestras facturas no incluyen el IVA y se basan en la última lista de precios vigente. En caso de diferencia entre el precio indicado en el producto y el precio facturado, prevalecerá el precio facturado. Cualquier precio diferente mencionado en otro documento no será aplicable. Todos los pedidos se pagarán en euros. El cliente será responsable del pago de todos los impuestos y tasas aplicables.

ART. 8. FACTURACIÓN

Para los Productos físicos, se emitirá una factura por cada envío de pedidos. Para los Productos digitales, se establecerá una factura mensual. Cualquier litigio relacionado con la facturación deberá reclamarse por escrito en un plazo de 30 días a partir de la fecha de la factura.

ART. 9. PAGO

9.1 Condiciones generales

Siempre y cuando haya referencias favorables y en el marco de un saldo fijado por nuestra empresa y salvo en el caso de que la normativa imperativa prevea un plazo máximo de pago más corto, los pagos se efectuarán en las condiciones acordadas entre las Partes en el momento de la apertura de la cuenta del cliente.

Solo representará un pago en el sentido de este artículo el pago y abono efectivo en nuestras cuentas en la fecha de vencimiento acordada, con exclusión de la mera presentación de una letra de cambio que implique una obligación de pago. El pago anticipado no dará lugar a descuento.

9.2 Retraso o defecto

La falta de pago en los plazos y condiciones mencionados podrá, dar lugar, a menos que se regularice en los 8 días siguientes a la fecha de vencimiento y salvo en caso de insuficiencia de fondos, de pleno derecho a obtener una indemnización por daños y perjuicios, a:

- La suspensión de todos los pedidos pendientes y el bloqueo y cierre de la cuenta;
- La anulación de la venta por parte de Interforum, que podrá solicitar, de pleno derecho, la devolución de los productos. La anulación afectará no solo el pedido en cuestión, sino también todos los pedidos anteriores impagados, entregados o en proceso de entrega, y estén o no pendientes de pago.
- La eliminación automática de todos los descuentos y ventajas comerciales específicas.
- Establecer, revisar o rescindir un descubiertos limitado.

El pago inmediato de todos los importes pendientes por ministerio de la ley.

Además, toda suma no abonada en la fecha de vencimiento que figure en la factura en virtud del artículo L441-10 C.Com, dará lugar a la aplicación de penalizaciones por demora calculadas sobre la base del tipo de interés aplicado por el Banco Central Europeo a su última operación de refinanciación más 10 puntos porcentuales (aplicándose este tipo al importe adeudado), precisándose que el cálculo se efectuará *prorrata temporis* por día de retraso, así como a la aplicación de una indemnización fija por gastos de cobro de 40€. Las penalizaciones serán automáticamente pagaderas desde el día siguiente a la fecha de vencimiento indicada en la factura hasta la fecha del pago efectivo. Toda factura en curso de recuperación por el departamento jurídico se incrementará de pleno derecho con una indemnización no reducible en el sentido del artículo L231-5 del código civil fijada en el 15% de su importe. En ningún caso podrán suspenderse los pagos sin el consentimiento previo por escrito de Interforum. Todo pago parcial se aplicará en primer lugar a los importes que venzan antes.

9.3 Exigencia de garantías de pago

Nuestra empresa podrá solicitar información y/o informes financieros al cliente en cualquier momento con el fin de verificar que éste es capaz de hacer frente a los compromisos financieros derivados de sus pedidos. Cualquier deterioro del saldo pendiente del cliente podrá justificar la exigencia de garantías pag por pago en efectivo. Así ocurrirá, por ejemplo, si se produce un cambio en la capacidad del deudor, en su actividad profesional, en la personalidad de sus directivos, en la forma de la empresa o en su accionariado, o si una cesión, alquiler, pignoración o aportación de la empresa repercute desfavorablemente en el saldo pendiente de pago del deudor. Además, el deterioro del saldo pendiente del cliente susceptible de generar un impago dará lugar, cuando el cliente se abstenga al contado, a la aplicación de los descuentos propios de los pedidos de emergencia, salvo la posibilidad para el cliente en esta situación de transmitir sus pedidos al sitio de Malesherbes (según los datos de contacto indicados más arriba); los pedidos serán cuantificados y el importe a pagar -al contado por transferencia o tarjeta bancaria- será comunicado al cliente por el servicio de contabilidad de clientes, para permitirle beneficiarse de los descuentos habituales. El cliente informará expresamente y sin demora a Interforum de cualquier cambio en su estructura y funcionamiento (traspaso, aportación, gestión de arrendamientos, etc.). En caso de impago previo a una modificación y, en particular, a una cesión, e independientemente del importe de la deuda vencida o no vencida, podrá realizarse una suspensión de pago sobre el precio de la cesión. Cualquier sucesor / cesionario del cliente deberá solicitar la apertura de una nueva cuenta con nuestra empresa.

ART. 10. DESCUENTOS

El cliente que haya abierto una cuenta con Interforum se beneficiará respecto a los Productos:

- De un descuento sobre el precio de venta al público libre de impuestos o sobre el precio recomendado libre de impuestos, según la naturaleza del producto.

La concesión de descuentos estará sujeta al estricto cumplimiento de las CGV y, en particular, de las condiciones y modalidades de pago. Como se estipula en el art. 9.2, el incumplimiento de un plazo supondrá, en particular, la pérdida del derecho del cliente a un descuento. Los descuentos se calcularán en la factura, en la fecha de venta, línea por línea, a partir del precio público o del precio recomendado sin impuestos.

ART. 11. RESERVA DE PROPIEDAD

Se acuerda expresamente que la transferencia de propiedad de los Productos entregados al cliente estará sujeta al pago íntegro del precio en principal y accesorios. Cualquier cláusula contraria en las condiciones generales de compra del cliente se considerará no escrita. Sin embargo, se entenderá que el simple depósito de un título que crea una obligación de pago, letra de cambio u otro no constituye un pago en el sentido de esta cláusula, subsistiendo el crédito original del vendedor sobre el comprador con todas las garantías inherentes al mismo, incluida la reserva de propiedad, hasta que dicho instrumento haya sido efectivamente pagado. En caso de embargo, o de cualquier otra intervención de un tercero sobre los productos, el comprador deberá imperativamente informar a Interforum sin demora con el fin de permitirle oponerse y preservar sus derechos. También se prohíbe al comprador pignorar o transferir la propiedad de los productos como garantía. Garantizará que su identificación sea siempre posible. Los productos en stock se presumirán impagados.

ART. 12. PROPIEDAD INTELECTUAL Y METADATOS

Todos los productos y sus contenidos son propiedad de los editores. Todo el material publicitario, promocional y comercial, en su caso, proporcionado por Interforum al Cliente, está destinado a ser utilizado exclusivamente para la presentación de los Productos tal y como recomienda Interforum. El Cliente no permitirá que lo utilicen terceros.

El cliente se compromete, en caso de que los metadatos se utilicen en su sitio web o en cualquier otra publicidad, a utilizar la herramienta de comunicación interprofesional "DILICOM ONIX" y a actualizar regularmente los datos relativos a los productos inicialmente recibidos de Interforum, de conformidad con los datos que figuran en la misma. De este modo, el cliente se compromete a integrar las actualizaciones de productos comunicadas por DILICOM ONIX en un plazo de dos días laborables y a proceder, a la primera solicitud de Interforum, a cualquier actualización relacionada.

ART. 13. EMBALAJES

Los embalajes que lleven las marcas registradas de Interforum y/o de los editores solo podrán utilizarse para sus Productos y no podrán utilizarse para ningún otro producto. Cualquier infracción de esta norma expondrá al autor a acciones judiciales y al pago de daños y perjuicios.

ART. 14. CONFORMIDAD DE LOS PRODUCTOS

La conformidad de los materiales educativos y de los juguetes -en vista de la Directiva 2009/48/CE de 18 de junio de 2009 y sus textos de transposición- con las disposiciones legales francesas y europeas vigentes es responsabilidad exclusiva del fabricante y/o importador.

ART. 15. PROTECCIÓN DE DATOS PERSONALES

Al abrir una cuenta, el representante del cliente puede facilitar datos personales que serán recopilados por Interforum y en su nombre. Estos datos serán objeto de tratamiento automatizado en el marco de la ejecución de pedidos relacionados con la relación comercial entre Interforum y el cliente. Podrán utilizarse con fines de prospección comercial y para el envío de correos electrónicos relativos a productos similares, precisándose que Interforum permite al cliente oponerse a dicha comunicación. Estos datos personales se conservarán durante un máximo de 3 años a partir de la finalización de la relación comercial y, posteriormente, hasta el final de los plazos de prescripción aplicables, únicamente para permitir el establecimiento de la prueba de un derecho relacionado o para cumplir con una obligación legal.

De conformidad con la Ley sobre el Procesamiento de Datos Informáticos, los Archivos y la Libertad de 1978 modificada, el Reglamento (UE) 2016/679 y la Ley para una República Digital de 7 de octubre de 2016, el representante del cliente tiene los derechos de acceso, rectificación, oposición, limitación, portabilidad, supresión y la posibilidad de dar instrucciones relativas a la conservación, supresión y comunicación de sus datos personales después de su fallecimiento.

Para ejercer sus derechos, debe enviar una solicitud por correo certificado a **DDP-Edits: 92 avenue de France 75013 PARÍS, adjuntando copia de un documento de identidad**. En caso de incumplimiento de las disposiciones anteriores, el cliente podrá presentar una reclamación ante la CNIL.

ART. 16. PREVENCIÓN DE LA CORRUPCIÓN Y EL TRÁFICO DE INFLUENCIAS

Las Partes declaran y garantizan que llevarán a cabo sus actividades comerciales de conformidad con las leyes y reglamentos aplicables, incluidas las leyes relativas a la lucha contra la corrupción y el tráfico de influencias, así como con las sanciones comerciales y económicas internacionales. Cada Parte se compromete a informar a la otra Parte, en un plazo razonable, de cualquier hecho del que pueda tener conocimiento relacionado con el incumplimiento de la presente cláusula. El cumplimiento de estas disposiciones es una condición primordial para las partes en su relación comercial.

Las Partes reconocen y acuerdan expresamente que (i) en caso de incumplimiento de la presente cláusula, cada Parte se reserva el derecho de emplazar a la otra Parte para que adopte las medidas correctoras necesarias en un plazo razonable, y (ii) si no se adoptan las medidas correctoras necesarias en el plazo señalado, la Parte solicitante podrá decidir suspender o terminar las relaciones comerciales con la Parte incumplidora, sin incurrir en responsabilidad alguna y sin perjuicio de los daños y perjuicios a que pueda tener derecho como consecuencia de dicho incumplimiento.

ART.17 EXCEPCIÓN DE INCUMPLIMIENTO

Interforum podrá negarse a ejecutar cualquiera de sus obligaciones -en particular, la entrega de Productos y/o la continuación de las ventas de Productos digitales- si el cliente no ejecuta sus obligaciones y, especialmente, su obligación de pagar las facturas de Interforum en la fecha de vencimiento acordada.

ART.18 OPOSICIÓN A LA RECOPIACIÓN Y A LAS OPERACIONES DE EXTRACCIÓN DE TEXTOS Y DATOS

En caso de que el Cliente comercialice los Productos en una plataforma de comercio electrónico, el Cliente se compromete a oponerse, en particular a través de las condiciones generales de la plataforma de comercio electrónico y/o de sus elementos técnicos, a todas las operaciones de recolección y extracción de textos y datos, en el sentido del artículo L. 122-5-3 del Código de la Propiedad Intelectual francés, en relación con los Productos. Esta oposición debe abarcar la totalidad del sitio y de los contenidos a los que da acceso.

ART.19 FUERZA MAYOR Y LIMITACIÓN DE RESPONSABILIDAD

Interforum no será responsable de la no ejecución de ninguna de sus obligaciones en la medida en que dicha no ejecución se deba a un impedimento externo ajeno a su voluntad que no haya podido prever y/o evitar razonablemente el día en que se realizó el pedido y/o se abrió la cuenta del cliente, como una interrupción del suministro del editor, huelgas, heladas, incendios, tormentas, inundaciones, dificultades de suministro y, de forma más general, cualquier acontecimiento que presente las características de fuerza mayor.

En caso de que Interforum sea considerada responsable de los daños directos causados al cliente en el marco de la ejecución de las prestaciones aquí definidas, el importe de la indemnización no podrá, por acuerdo expreso, superar la suma indicada en el pedido aceptado.

En ningún caso Interforum será responsable de indemnizaciones por daños materiales o inmateriales indirectos, o daños inmateriales directos (en particular pérdidas financieras, pérdida de datos, pérdida de clientela, etc.), causados, en su caso, por la ejecución de los servicios.

ART. 20. JURISDICCIÓN-IMPUGNACIÓN

Las CGV y la relación contractual resultante están sujetas a la legislación francesa. Esto se aplica tanto a las normas sustanciales como a las formales, independientemente del lugar de cumplimiento de las obligaciones sustanciales o accesorias. En caso de traducción de las CGV, prevalecerá la versión francesa. El Tribunal de Comercio de PARÍS será el único competente en caso de litigio de cualquier tipo o impugnación relativa a la formación, ejecución, resolución y consecuencias de la resolución de las relaciones contractuales entre nuestra empresa y un cliente, y en particular en lo relativo a cualquier litigio relativo a la formación o ejecución de pedidos. Esta cláusula se aplicará incluso en caso de procedimiento sumario, reclamación incidental, pluralidad de demandados o reclamación de garantía, e independientemente de la forma y condiciones de pago, sin que las cláusulas jurisdiccionales que puedan existir en los documentos del cliente sean obstáculo para la aplicación de esta cláusula. Además, en caso de acción judicial o cualquier otra acción para el cobro de deudas por parte de nuestra empresa, los gastos de citación, tasas judiciales, honorarios de abogados y agentes judiciales y todos los gastos relacionados correrán a cargo del cliente.