INTERFORUM

GENERAL TERMS & CONDITIONS OF SALE 2021

INTRODUCTION

Interforum is bound by broadcasting and distribution agreements with publishers, broadcasters and producers and clients will agree to the general conditions defined with them: sale prices, discount schedules, returns policy, etc. The conditions of sale set out below are applicable to broadcasters and producers and supplement those general terms & conditions of sale, which govern and define the commercial relationship between Interforum and the client. In the event of any conflict between these terms & conditions of sale and the Business Register, the primary or subsidiary activity of which is the direct sale by any client of Interforum, Interforum is liable for all products broadcast and/or distributed by Interforum. E-books and resources in the digital form of published products are marketed via the Canal numérique des Savoirs website (www.cnlsavo.com) and are subject to the application of these terms and conditions. In the event of any conflict between these terms & conditions and those specified in the Business Register, the terms & conditions specified in the Business Register will prevail. It is specified that in all cases, those sales will be subject to Clause 15 of these general terms & conditions of sale. The contracting parties are the Interforum and the client and the latter is provided to each client who so requests, so as to allow an open contract in the Interforum books before placing an order.

CLAUSE 1. PURPOSE AND SCOPE

Opening an account and placing an order, in any form whatsoever, implies full acceptance of these terms & conditions of sale, which will apply to all orders placed or to refusal of products. In any event, delivery can only take place of current orders or to refusal of products. In the case of products broadcast (for example, licences for educational purposes are marketed via the Canal numérique des Savoirs broadcast and/or distributed by Interforum. E-books and resources in the digital form of published products on any media and all other products means, including electronic, of published products on any media and all other products

CLAUSE 2. OPENING AN ACCOUNT

Opening and maintaining an account in our company’s books shall be subject to making an annual fee of 1,729.95 euros. Accounts will be set up in the specific conditions for each network and/or product, and the provision by the client (whether a natural or legal person) of all the necessary information and original documents.

CLAUSE 3. ORDERS - MODIFICATIONS

Orders are only final once confirmed to writing or transmitted by Electronic Data Interchange (EDI). For fast and high-quality processing, the payment of the invoice due to the demands of delivery dates, a specific timeframe is requested which is usually between 30 and 45 days. The parties declare and guarantee to carry out their activities, mainly within the framework of their business relationship. Therefore, in the event of a breach of these provisions, they will be required to take all necessary steps to ensure the conservation, annihilation and communication of personal data after death.

CLAUSE 4. DELIVERIES

4.1 Delivery methods for products

4.1.1 Physical books

Products carried by Interforum will be delivered by making them available to or by an authorized carrier from our logistics centre. For other physical products broadcast and/or distributed by Interforum, Interforum will make every effort to inform clients with a notice period of fifteen days, in the event of any change in the operation of the business (transit, contribution, placing in function, management, etc.). In the event of failure to deliver or to the transfer and regardless of the amount of the debit, whether due or not, the sale of the business will form the subject of an opposition by extrajudicial procedure. The successor/purchaser must request the opening of a new account. As stipulated in Clause 2, all invoicing of the client will be subject to the payment terms and conditions specific to these.

CLAUSE 5. ACCEPTANCE OF PHYSICAL PRODUCTS

Without prejudice to measures to be taken with regard to the carrier (Clause 4-3), compensation by fixed compensation of the product is applied in the event of late delivery of physical products ordered or to the dispatch note due to be made in writing within 3 days of the delivery notice being sent to the client. For non-compliance with delivery lead times, the client will be entitled to recover the purchase price paid for the goods returned, unless the non-compliance with the aforementioned period will render any action against the carrier impossible. A copy of the latter will be sent to our company within the same period as above. Assuming that the carrier was blamed, and in case of difficulty, the latter will be personally responsible for any action against our carrier for service.

4.2.2 E-books and resources

The client will have the right to refuse the receipt of the electronic products within the time limit of 3 days from the delivery of the order. Beyond this time, the client is presumed to be in agreement with the delivery. The client is liable to present its own invoice or electronic delivery note to the carrier in order to deliver the physical product. The production of the invoice or electronic delivery note shall trigger the running of the delivery time period for this product. In case of error or with express written authorization from the Interforum sales department, the carrier will return the product to the sender. Unauthorized attempts to cancel delivery of goods ordered will result in the return of the product at the client’s expense and the carrier will only be remunerated for the cost incurred by the carrier.

CLAUSE 6. RETURNS

6.1 Return of Physical Products

All returns accepted by our company will result, after qualitative and quantitative verification of the returned products, in the corresponding credits in the client’s account.

CLAUSE 7. PRICE

The price (physical and digital, excluding audio books) products provided to customers or publishers or distributors are the retail prices (excluding VAT) in euros. For the prices of other terms & conditions of sale is defined with them: sale prices, discount schedules, returns policy, etc. The parties declare and guarantee to carry out their activities, mainly within the framework of their business relationship. Therefore, in the event of a breach of these provisions, they will be required to take all necessary steps to ensure the conservation, annihilation and communication of personal data after death.

CLAUSE 8. INVOICING

For the physical product, an invoice is drawn up for delivery and issued at the time of delivery plus the period of time set aside to the carrier. An invoice will be issued as soon as the client’s invoice is referred to the despatch note issued will be drawn up and sent within the shortest possible time following the publication date. No return will be accepted after this period. Physical products either returned or sold in a (literature, practical life, young adult, comics) and new release paperbacks can be returned for any reason within 30 days of the order date. For the methods for returning physical products broadcast and/or distributed by our company, please refer to the specific conditions of sale.

CLAUSE 9. PAYMENT

9.1 In the case of cash payment for orders under the conditions of Clause 9.3 below and collection payment, the benefit of the order is personal to the client and cannot be produced. In this regard, deterioration in a client’s credit may lead to a reduction in the price. In the event of pre-payment, the client may lose the right to the discount and their account being frozen.

9.2 Return of payments

Under these general terms & conditions of sale, returns are required to comply strictly with the return policy date.

9.3 Payment guarantee requirement

A payment guarantee requirement is subject to strict compliance with the general terms & conditions of sale and in particular, the terms and conditions of payment. As stipulated in Clause 2-3, failure to meet due dates shall expire the client to the loss of the right to discount. Disputes are subject to the law of the state of the sale, date, line, from the pre-ratastral or proportion of the price or the pre-ratastral recommended price. For products broadcasted and/or distributed by Interforum, please refer to the above return policy and conditions specific to these.

CLAUSE 10. RESERVATION OF OWNERSHIP

It is explicitly agreed that the goods delivered to the client are sold with a clause expressly subordinating the transfer of ownership to full payment of the price plus price accessories. Any contrary clause in the general terms & conditions of sale, catalogues or brochures in any case, shall be null and void.

CLAUSE 11. CONFIDENTIALITY

Prohibits the customer from using the information contained in the contact form, including the information provided for information purposes only and are not of a contractual nature. The fact that our website www.cns-edu.com and to the general terms & conditions of use for these products, the website and to the general terms & conditions of use for these products.

CLAUSE 12. PACKAGING

Packaging bearing the mark of our company can only be used for its physical products and to no extent to sell used products. Any infringement of this rule will expose the author to prosecution and payment of damages.

CLAUSE 13. PRODUCT COMPLIANCE WITH SAFETY RULES

Compliance of educational materials is subject to the same Directive 2009/48/EC of 18 June 2009 and transposition texts with the French and European legal provisions in force for the various categories of educational materials (publication, e-books, etc.).

CLAUSE 14. PROTECTION OF PERSONAL DATA

When opening an account, the client’s representative may provide personal data that is necessary for the purposes of the company to be in a position to properly perform the services it offers (namely, the preparation of commercial invoices for goods). It is an essential and legitimate part of the company’s business. Therefore, in the event of a breach of these provisions, they will be required to take all necessary steps to ensure the conservation, annihilation and communication of personal data.

CLAUSE 15. PROHIBITION OF CORRUPTION AND INFLUENCE PEDDLING

The parties declare and guarantee to carry out their activities, mainly within the framework of their business relationship, in accordance with the legal and regulatory provisions for prevention of corruption and the modernisation of economic life (known as the “Sapin II Law”) and as well as all the measures taken pursuant to this law.

For the parties, compliance with these provisions constitutes an essential condition for any relationship established between them. Therefore, in the event of a breach of these provisions, they will be required to terminate the current relationship with the company immediately against the defaulting party.

CLAUSE 16. JURISDICTION-DISPUTES

The French law shall apply. In the event of any dispute regarding the interpretation or application of these general terms & conditions of sale, the parties agree to refer the dispute to the exclusive jurisdiction of the commercial court of the city of Paris. The French law shall apply. In the event of any dispute regarding the interpretation or application of these general terms & conditions of sale, the parties agree to refer the dispute to the exclusive jurisdiction of the commercial court of the city of Paris.

The parties agree to submit to the exclusive jurisdiction of the court of their choice. The parties agree to submit to the exclusive jurisdiction of the court of their choice.