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, Client relations for physical products: 46, route de Sermaises - PB11 – 45331
MALESHERBES POSTAL CODE- ✆ : 02 38 32 71 00 - Fax : 02 38 32 71 28
Client relations for digital products: contact-cns@sejer.fr; ✆ : 01 53 55 26 49
International dissemination: contact.clientele@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 2024

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.

For 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 reinvoiced 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 L.133-3 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, the client must specify the same on the DS in a clear and detailed manner. Please note that the statement "damaged package" is not 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 by the client must still be sellable, in perfect condition, and without any labels (except those that may be affixed by the Publisher), and anti-theft mechanisms, or extra packaging. 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 four 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 point 6.2. Each package must be identified with the specific "return" label provided by our company upon simple request and cannot be heavier than 20 kg. Any heavier package shall result in the invoicing of special handling charges of € 25 excluding tax (Excluding display stands returned in "as is" condition). 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. The returned Products that are not the property of Interforum shall be refused and shall result in the invoicing of fees for logistics processing and re-shipment expenses. 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. For the terms for returning material disseminated/distributed by our company, refer to the specific conditions of sale.

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, except in case of settlement within 8 days, rightfully and without prejudice 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, through summary proceedings or any appropriate proceedings, 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 recovered 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, cash payment or cash on delivery. 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 2009/48EC 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 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. 19. 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.

Date : _____

Client Stamp + Signatory Name
+ handwritten mention "Read and approved"

Signing