

# GTC

## General Terms and Conditions of sale

The company IDM sells spare parts for ski lifts, snow grooming equipment and artificial snow.

The present General Terms and Conditions of Sale apply to all sales made by IDM to its customers (legal entities).

The present General Conditions of Sale are established in keeping Any intervention by IDM, regardless of its origin, is therefore governed by the present GTC, except in the case of a specific and express agreement negotiated with the Client and concluded in writing. Loyal behaviour is fundamental to the quality of the business relationship: IDM will not be obliged to accept any purchase conditions or requests from the Client that would be abusive or exorbitant in view of the present general sales conditions.

## 1. Formation of contracts

### 1.1 Offers

IDM establishes its offer based on the information communicated by the Client, who is responsible for the accuracy of this information.

### 1.2 Formation of the final contract

The Contract is concluded on the date of the regularisation, by the Client, of the offer of the company IDM and of the present general conditions, by postal mail, fax or electronic mail to the following address :

IDM  
46 Rue de Saint Exupéry, 73800 Porte-de-Savoie  
04 79 84 34 34  
[ids@ids-france.com](mailto:ids@ids-france.com)

However, the proper execution of the contract may be subject to the provision of a guarantee by the Client.

The prices and information given in the catalogues, brochures, price lists and drawings are given by IDM as an indication only.

Modifications subsequent to the offer may result in an additional cost which will be indicated to the Client for acceptance as well as a delay in delivery. Any cancellation of the order by the Client engages his responsibility and obliges him to compensate IDM for his losses and lost earnings for the time already spent to carry out the service.

## 2. Delivery

### 2.1 Place and method of delivery

For any order placed, the Customer may choose to collect the products ordered from IDM or have them delivered to the address indicated when the order was placed.

## **2.2 Delivery**

The products will be delivered to the place of delivery designated by the customer. Depending on the destination, the customer can also demand an "express" transport with a readjustment of the transport price.

IDM alone will determine the choice of the means of transport and the places of departure of its deliveries. Deliveries to the customer's premises will be made from Monday to Friday (excluding public holidays) from 9 am to 6 pm.

## **2.3 Collection of goods**

Within a period of 15 days from the notice of availability, the Client must collect the order from IDM's premises. Pick-ups by the Customer will be made from Monday to Friday (excluding public holidays) from 9am to 5:30pm.

## **2.4 Delivery times**

The delivery time will be given as an indication following your order. It may vary depending on the product, its availability, the carrier and the delivery address chosen by the customer.

The words "shipped within 48 hours" on our website are effective from the moment the goods are received in our warehouses.

## **2.5 Reception**

When the product is delivered to the address indicated on the order form by a carrier, it is the Customer's responsibility to check the condition of the product delivered in the presence of the delivery person. In the event of an anomaly (damage or missing items), the Customer must:

- Make reservations on the delivery note or the transport receipt;
- Notify IDM, within twenty-four hours from the day of delivery, by email to the following address: [idm@idm-france.com](mailto:idm@idm-france.com), or via the form on our website [shop.idm-france.com](http://shop.idm-france.com) ;
- Confirm the reservations to the carrier within three working days.

Otherwise, the Client cannot claim any compensation from IDM in this respect.

## **2.6 Transfer of risks**

### **2.6.1 Transfer of risk in case of delivery**

The risk of loss and damage passes to the Customer when:

- He takes physical possession of the goods designated by him, when the transporter is proposed by the professional.;
- He entrusts the goods to the carrier of his choice.

### **2.6.2 Transfer of risk in case of withdrawal of the goods**

The risk of transfer of loss and deterioration is transferred to the customer upon handover of the goods.

# **3. Basic tariffs**

## **3.1 Pricing terms and price revision**

The prices are fixed in the offer. They are always in Euros and exclusive of tax. Any tax, duty, fee or other service to be paid in application of the legislation shall be borne by the purchasing

Customer. In case of force majeure or exceptional situation (e.g. war, pandemic) IDM reserves the right to modify its prices between the day of the order and the day of delivery.

### **3.2 Eco-participation**

IDM France is a member of the Ecomaison organisation as part of the EPR (Extended Producer Responsibility) scheme for construction products and materials in the building sector and has a unique identifier: "FR351903\_04FBDM". As such, from 1 May 2023, our prices will include the eco-contribution scale for products that we put on the market. Eco-participation is not subject to any rebate, margin or other commercial discount and must be passed on identically at all stages of the commercial chain.

## **4. Payment**

### **4.1 Method of payment**

The following methods of payment are accepted: cheques, bank transfers or payment by credit card for all orders under eight hundred (800) kilograms placed via the [shop.idm-france.com](http://shop.idm-france.com) website

For all new Customers, legal documents, as well as a deposit (which can be equal to 100% of the order) can be requested at the time of ordering.

IDM can request a minimum deposit of 30% of the price including VAT.

### **4.2 Payment terms**

Invoices are payable thirty (30) days after the date of issue of the invoice.

All invoices must be paid on the due date, even in the event of a dispute over the wording or content of the invoice, which will, if necessary, be the subject of a subsequent adjustment. Any disagreement with the invoice must be reported within thirty (30) days of its receipt. After this period, the invoice will be considered accepted.

The customer refrains from automatically deducting from the invoice drawn up by IDM, the penalties or discounts corresponding to the non-respect of a delivery date or to the non-conformity of the services, when the debt is not certain, liquid or due, without IDM having been able to check the reality of the corresponding complaint.

Specific conditions can be negotiated on a case-by-case basis.

### **4.3 Late payment**

Any delay in payment shall immediately and automatically entail, without the need for a reminder, the payment of interest on arrears, which is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

This late payment interest will be applied to the total amount due. The interest shall start to run from the date of payment shown on the invoice and shall continue to run until the day of full payment of the amounts due.

Notwithstanding the application of late payment penalties, any delay in payment will automatically give rise to the payment by the Client of a fixed indemnity for collection costs, of a minimum amount of 40 (forty) euros, without prejudice to the other collection costs incurred by IDM.

In this way, any delay in payment will automatically lead to the suspension of the execution of the orders in progress.

#### **4.4 Discount for cash payment**

No discount shall be granted for early payment.

#### **4.5 Offsetting of claims**

The Client authorises IDM to set off mutual debts in respect of amounts due by the Client to IDM.

### **5. Responsibility**

**5.1** - It is up to the Customer to provide any justification as to the reality of the defects or anomalies observed. The customer must allow IDM every opportunity to proceed with the observation of these defects or anomalies.

Any return must be expressly agreed by IDM. It will result in the repair or replacement of the good, after qualitative and quantitative verification of the returned products. The costs and risks of the return remain at the customer's expense if the non-conformity is not proven.

**5.2** - When IDM's responsibility is engaged as a result of a fault on its part, the compensation only applies to the direct, personal and certain damages that the Client has suffered, to the express exclusion of the compensation of all indirect and immaterial damages and/or prejudices, such as financial prejudices, damage to the image, etc. The amount of damages that IDM Services could be required to pay to the Client under the above-mentioned conditions is in any case limited to the amount covered by IDM's liability insurance.

**5.3** - Furthermore, IDM declines all responsibility for, among other things

- Normal wear and tear of its products;
- Use not in accordance with the purpose for which the product was intended;
- Deterioration or accidents caused by negligence, lack of supervision or maintenance or improper use;
- Damage resulting from product modifications;
- - Damage resulting from a failure to comply with the recommendations for use of the products mentioned in the product description, and/or with the specific regulations relating to the products sold
- Malicious acts of the Client or third parties
- Errors or inconsistencies in documents or information provided by the Client.

### **6. Transfer of ownership**

IDM will remain the owner of the sold products until the complete payment of the price and the Customer commits himself, as long as the property is not transferred to him, to take all the useful precautions for the good conservation of the products.

### **7. Force majeure**

In the hypothesis of the occurrence of a case of force majeure preventing the execution of its obligations by IDM, the contract will be immediately suspended, as from the notification made by IDM to the Client, given by any means.

In the same way, IDM will inform the Client of the cessation of this event and the execution of the contract will then resume immediately on the date of this notification.

If such an event continues for more than 1 month after the date of notification, the contract will be considered terminated by operation of law.

### **8. Privacy**

Throughout the negotiation, performance of the Services and termination of this Contract, the Parties undertake not to disclose or allow the disclosure by members of their staff of any information or document obtained from the other Party, by any means whatsoever, within the framework of the Contract, except to a third party which itself undertakes, under the same conditions, to keep confidential any document or information to its benefit is necessary for the performance of the Contract.

Each Party shall refrain from exploiting the information for its own benefit and/or for the benefit of a third party. The above undertaking shall not apply to information and documents (i) which have entered the public domain for any reason other than a breach of this article, (ii) which are already in the possession of the Party concerned at the time of disclosure by another Party, or (iii) which, subsequent to disclosure by another Party, are received from a third party authorised to disclose them, (iv) which are to be produced, if necessary, only in court and before representatives of tax and social security authorities, who are authorised to obtain disclosure.

## 9. Intellectual Property

The Customer undertakes to respect all the intellectual property rights of IDM, of which he declares to have full knowledge. In this respect, the Customer undertakes to not hold or market any product that infringes IDM products.

The Customer is prohibited from reproducing or having reproduced, in whole or in part, the trademarks, designs and models or any other industrial property right of which IDM is the owner, under penalty of prosecution, and/or from transmitting to third parties any information of any nature whatsoever allowing the total or partial reproduction of these rights.

For demands linked with the use of IDM property rights media, please contact:

Dominique Iaconantonio  
Marketing Digital & e-commerce Manager  
[dominique.iaconantonio@idm-france.com](mailto:dominique.iaconantonio@idm-france.com)

## 10. Data processing

IDM collects personal data relating to its customers (surname, first name, postal address, email address, telephone for example), which are necessary for the management of its customer relations, and for the execution of its obligations within the framework of the present general conditions. Customer data is collected in order to ensure customer follow-up (customer file).

The Customer's personal data are not transferred to third parties. It may be transmitted by IDM to certain categories of identified recipients, under certain conditions.

This data is kept for the duration of the commercial relationship between IDM and the Customer, and for the time necessary to comply with the legal and regulatory obligations imposed on IDM.

In accordance with the legal and regulatory provisions applicable to the protection of personal data, the Customer has the following rights:

- A right to rectify, update, limit and delete data concerning him/her, by writing to the e-mail addresses : [dominique.iaconantonio@idm-france.com](mailto:dominique.iaconantonio@idm-france.com) or [julien.guilloteau@idm-france.com](mailto:julien.guilloteau@idm-france.com)
- A right of access to the data concerning him/her, and a right to the portability of his/her data, by writing to the e-mail addresses : [dominique.iaconantonio@idm-france.com](mailto:dominique.iaconantonio@idm-france.com) ou [julien.guilloteau@idm-france.com](mailto:julien.guilloteau@idm-france.com)  
IDM may in this case request proof of the Customer's identity in order to verify its accuracy;

- The right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés.

For more information about the processing of personal data on our [shop.idm-france.com](http://shop.idm-france.com) website, please consult our [privacy policy](#).

IDM implements technical and organisational measures to protect the Customer's personal data against alteration, destruction, and unauthorised access to these data.

## 11. Changes to these GTC

IDM reserves the right to modify the provisions of these general conditions of sale at any time. The CLIENT will be automatically bound by these modifications after their notification by IDM.

## 12. Assignment

The client already authorises IDM to transfer the benefit of the contract concluded to any other legal entity, in case of merger, absorption, transfer of the business or the branch of activity or any other operation leading to a change of contracting party. The transferee will then be entirely subrogated to IDM in the rights and obligations resulting from the present general conditions of services.

## 13. Independance of clauses

If one or more provisions of these terms and conditions are held to be invalid, the validity of the other provisions shall not be affected unless they are inseparable from the invalid provision. The parties undertake to conclude one or more replacement clauses.

## 14. Applicable law and dispute resolution

These General Conditions of Sale are subject to French law.

In the case where the customer concerned is a trader, the competent court in the jurisdiction where IDM's head office is located is expressly competent, even in the case of summary proceedings and notwithstanding the plurality of instances or parties, or the call for guarantees. Failing this, the competent court will be designated according to the rules of procedure in force in France at the time of the dispute.

END OF DOCUMENT