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Gérard Billaudot



Éditeur

GENERAL CONDITIONS OF SALE

Any sale by GERARD BILLAUDOT EDITEUR of its publications (scores, music books, records, opera libretti, etc ...) shall be subject to the general conditions of sale and no departure therefrom shall be allowed unless prior consent in writing has been given.

Selling prices shall be those applicable at the date of acceptance by us of the orders (invoicing) as indicated in our price list (Minimum purchase per order).

Our goods are payable cash upon receipt of the invoice and without any discount. Any delay in payment shall result in a penalty being imposed on the amount of the invoice, including tax, for each day overdue at a rate equal to one and a half times the rate applicable at the time of the invoicing plus current VAT.

In case of non payment and following our demand to pay remaining ineffective more than 48 hours, the sale may be cancelled, if we see fit, with the goods being returned, without prejudice to further damages.

Goods shall be delivered at our warehouses on a carriage paid basis. Wherever the buyer requests such goods be shipped they shall be carried at the consignee's own risk. The consignee shall make it his business to lodge all claims as may be necessary with the transporter or the Post Office in case of damage or delay. The invoice shall be paid prior to the goods being shipped.

Without prejudice to any action as may be taken against either the transporter or the Post Office, any claims regarding the non-compliance of the goods delivered with those ordered shall be submitted 8 days after their arrival at the latest. The goods shall neither be taken back or exchanged unless, following checks, we have established that any error in the processing of the order was ours.

Ownership of the goods sold shall only be transferred to the buyer after full payment of the price. However, the goods shall be carried at the consignee's own risk. The buyer shall therefore make it his business to take out all insurances as may be required against such risks.

The sale and the performance thereof shall be governed by French Laws. The Commercial Court of PARIS shall have sole jurisdiction in case of any dispute.

Read and approved,
the

Signature and stamp

P.S.: Only, the signature on the French Conditions of sale is valid.