



Terms of sales

ARTICLE 1 - GENERAL PROVISIONS

The company FOILY is a simplified joint-stock company, whose head office is located at 6 allée des Sternes 44420 Piriac-sur-Mer, FRANCE, registered at the RCS Saint-Nazaire on 29/01/2019 under the number 842 306 284.

The simplified joint stock company FOILY is represented by Mr BILLOT Patrick as Chairman.

The Company's contact information is as follows:

FOILY

6 allée des Sternes

44420 Piriac-sur-Mer

Tel : 07 61 83 32 52

E-mail : contact@foily.fr

The company FOILY is a company that designs, manufactures and distributes sailboats equipped with foils: Peacoq' and Peacoq14

The FOILY Company also buys and resells boats or products directly or indirectly related to boating in France and abroad.

In addition to selling boats, FOILY organizes the commissioning of the boat at the customer's place and the after-sales service (spare parts) either directly or through a third-party provider-partner.

The sale of the Products is offered to private customers and companies and is available on the website www.peacoq.fr

ARTICLE 2 – Definition

In these Terms and Conditions, words or phrases beginning with a capital letter shall have the following meaning:

"**Company**": means any company who orders Products such as sailing boats under the conditions described below.

« **private customers** » : means any individual or consumer who orders Products such as sailboats under the conditions hereinafter described.

GENERAL CONDITIONS OF SALE" means this document, including its annexes.

"**CONTRACT**": means the agreement reached between the Parties, in respect of the sale of the Product or the execution of the Service by FOILY Company for the benefit of the company or private customer, after acceptance of the present ones characterized by the payment of his order, under the conditions defined below.



"PARTIE (S)": refers individually to the Company FOILY or a company or private customer and collectively the Company FOILY and a company or private customer.

"PRODUCT (S)": means the products intended for sale by the FOILY Company as sailboats

"SERVICE": refers to installation and maintenance services for sailing boats proposed by the FOILY Company or by a partner provider of the FOILY Company.

"SITE": refers to the website of the FOILY Company. The Company is the owner and publisher of its Site. The Site does not allow companies or private customer to place an order, but only to discover the different products and services offered by the company FOILY.

"COMPANY": refers to the company FOILY.

ARTICLE 3 - OBJECT

These General Conditions of Sale are intended to detail the sale of the Product, the commissioning of the Product and the after-sales service of the Product (sailing boats equipped with foils sold by the company FOILY) for the client.

They also describe the Service proposed by the Company and the conditions under which the company or private customer order the said Product or Service.

The General Conditions of Sale further specify the terms and conditions of payment and performance of the Sale of the Product and / or the Service, as well as the terms of the guarantee.

ARTICLE 4 - SCOPE

These General Conditions of Sale constitute, in accordance with Article L 441-1 of the French Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which the FOILY Company provides to the companies and private customers who request it, by direct contact or via paper support, the Products and / or Services presented on the Site as:

- The design, manufacture and distribution of sailboats equipped with foils, including Peacoq and Peacoq14
- The commissioning of the boat at the Customer place and the after-sales service (spare parts) either directly or via a third-party provider-partner.

They apply, without restriction or reservation, to all sales made by the Company to companies or private customers, regardless of the clauses that may appear on the documents of the Clients and in particular the General Conditions of Purchase (GCP).

In other words, the General Conditions of Sale of the FOILY Company take precedence over the General Conditions of Purchase of the Customer.

In accordance with the regulations in force, these General Conditions of Sale are systematically communicated to any company or private customer to enable him to place an order with the FOILY Company.

The information contained in the catalogs, prospectuses and tariffs of the Company are given for information only and are revisable at any time. The Customer must confirm any order with FOILY before passing them.

The Company is entitled to make any modifications it deems useful at any time.

Any order for Products and Services from companies and private customers implies the acceptance of these General Terms and Conditions of Sale.

ARTICLE 5 - CONDITIONS OF SALE

The functionalities of the Product are defined on the Website of the FOILY Company.

Any addition or modification of functionality during the order will be subject to a price change.

The contractual information is presented in English and is confirmed in writing (by email or mail) at the latest at the time of validation of the order by the Customer.

The Customer has the opportunity to check the details of his order, the total price and correct any errors before confirming his acceptance.

It is the Customer's responsibility to check the accuracy of the order and report any errors immediately.

The sale of Services and Products will be considered final only after the sending to the Customer of the confirmation of the acceptance of the order by the Company, by email, and after receipt by it of the full price and the deposit due.

The FOILY Company reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over the payment of a previous order.

ARTICLE 6 - PURCHASE PROCESS

The buying process is as follows:

The Customer sign the offer which has been sent prior by FOILY

The Customer receives an email acknowledgment of receipt of his order by the company FOILY.

The FOILY Company receives a first deposit allowing the reservation of a production date with confirmation by email.

The Customer is informed of a date of receipt of the Product.

The Customer makes the payment of the second and last deposit when he receives the picture of the Product sent by the FOILY Company at the end of the manufacturing process;

The FOILY Company has an after-sales service that can be contacted by the company or private customers to request repairs that are not covered by the legal guarantee of conformity. In this context, the After-Sales Service will send the Client a cost estimate based on the repairs to be made.

ARTICLE 7 - RATES

All prices are mentioned in the offer which will be sent by FOILY
Those prices are fixed and cannot be increased during offer timing
Prices are stated in EUROS
Prices don't include custom duties neither insurance cost

ARTICLE 8 - PAYMENT TERMS

Payment process is the following :
-50% upfront payment
-50% at the end of the boat production cycle with fittings fixed on the deck
Payment by wire transfer

FOILY account number is the following :
IBAN : FR76 1380 7106 3932 8213 6435 168
BIC : CCBPFRPPNAN

Payment done by the client are definitive only and if only the complete payment of the price offered has been made.

ARTICLE 9 - TIME LIMITS

The Product offered to the Customer remains the property of the company FOILY as long as the payment is not collected in full.

ARTICLE 10 - PENALTY OF DELAY

If the payment comes after the date mentioned on the invoice, late payment penalties will be due by the Customer.

In this case, the FOILY company is entitled to request the payment of legal interest, plus 10%, price of the order, to cover the processing costs.

In the event of late payment of more than two weeks, the company FOILY is entitled to interrupt the processing of the order and request the payment of any costs of resumption of work.

Late payment penalties are due without any reminder being required.

In accordance with Article L441-10 of the French Commercial Code, any delay in payment automatically entails, in addition to penalties for late payment, an obligation for the debtor to pay a lump sum indemnity of € 40 for collection costs.

ARTICLE 11 - DELIVERY

All products are offered Exworks Sisco Composite Saint Hilaire de Chaléon

The Services and / or Products ordered for companies or private customer will be delivered within a period which will be indicated in the order as from the reception of this one by the company FOILY.

Delivery consists of the transfer to the customer of physical possession or control of the Product.

THIS TIME LIMITATION IS NOT A TIME LIMIT, IT IS PROVIDED FOR INFORMATION.

ANY REASONABLE DELAY IN DELIVERY OF PRODUCTS DOES NOT ALLOW THE CUSTOMER TO RECEIVE ANY DAMAGES AND INTEREST OR CANCELLATION OF THE ORDER.

If the Products ordered have not been delivered within 3 months after the indicative date of delivery for any reason other than force majeure or the fact of the Customer, the sale may be solved at the written request of the Customer under the conditions provided for in Articles L.216-2, L216-3 and L241-4 of the Consumer Code.

The FOILY Company undertakes to make every effort to provide the Services or Products ordered by the Customer, within the framework of an obligation of means and within the time limits specified above.

The responsibility of the FOILY Company can not in any case be held liable for delay or suspension of delivery attributable to the company or private customer or in case of force majeure.

The Company undertakes to warn the Client as soon as possible in case of delay.

The Company and the client will agree on a new delivery date together.

In case of special request from the client concerning the conditions of supply of the Services or delivery of the Products, duly accepted in writing by the Company, the related costs will be the subject of a complementary specific invoicing, on quotation previously accepted by the Client.

ARTICLE 12 - RIGHT OF WITHDRAWAL

Article 12.1 - Right of withdrawal of the private customers

Private customer (Consumer) is informed of the provisions of Article L.221-18 of the Consumer Code, relating to his right of withdrawal:

"The consumer has a period of fourteen days to exercise his right of withdrawal of a contract concluded at a distance, following a canvassing telephone or off-premises, without having to motivate his decision or to bear other costs than those provided for in Articles L. 221-23 to L. 221-25.

The period mentioned in the first paragraph runs from the day

1 ° Of the conclusion of the contract, for service contracts and those mentioned in Article L. 221-4;

2 ° The receipt of the goods by the consumer or a third party, other than the carrier, designated by him, for contracts for the sale of goods. For contracts concluded off premises, the consumer may exercise his right of withdrawal from the conclusion of the contract.

In the case of an order for several goods delivered separately or in the case of an order for a good consisting of lots or multiple parts whose delivery is spread over a defined period, the period runs from the receipt the last good or lot or the last piece.

Pour les contrats prévoyant la livraison régulière de biens pendant une période définie, le délai court à compter de la réception du premier bien ».

However, Article L.221-28 of the Consumer Code states that the right of withdrawal can not be exercised for contracts for the supply of goods made to the consumer's specifications or clearly personalized;

FOILY PRODUCTS ARE PRODUCTS WHICH ARE MADE UPON CUSTOMER SPECIFICATIONS (companies or private customer) AND THEREFORE SHOULD BE PERSONALLY CUSTOMIZED, THE RIGHT TO WITHDRAW SHALL NOT BE EXERCISED.

THUS, CUSTOMER ORDERS DO NOT BENEFIT FROM THE RIGHT OF WITHDRAWAL. THE CONTRACT IS THEREFORE CONCLUDED CONDUCTIVELY WITH THE PURCHASE OF THE CUSTOMER'S ORDER IN ACCORDANCE WITH THE TERMS SPECIFIED IN THESE TERMS AND CONDITIONS OF SALE.

IN THIS CONTEXT, THE CUSTOMER IS EXPRESSLY INFORMED THAT THE ORDERS PASSED BY HIM DO NOT BENEFIT FROM THE RIGHT OF WITHDRAWAL.

ARTICLE 13 - TRANSFER OF PROPERTY - TRANSFER OF RISKS

Article 13.1 - Transfer of Ownership

The transfer of ownership of the Products, for the benefit of companies or private customer will only be realized after full receipt of the price by the FOILY Company, regardless of the delivery date of the said Products.

Article 13.2 - Transfer of risks

The transfer of risks is independent of the transfer of ownership, regardless of the date of the order or delivery of the products.

The transfer to companies or private customer of the risk of loss and deterioration of the products will only be realized after the delivery of the Product when no paid option has been subscribed.

ARTICLE 14 - RESPONSIBILITY OF THE COMPANY - GUARANTEE

The Services and Products delivered by the Company benefit from a contractual guarantee of a duration of one (1) year except wearing part according to the general conditions of sale, as from the date of delivery, covering the non-conformity products to order and any hidden defects, resulting from a defect in material, design or manufacture affecting the delivered products and rendering them unfit for use.

The wearing parts are notably (non-exhaustive list):

- sails;
- fittings and ropes;
- wedge of foils;
- appendages and spars;
- rakers

This warranty is limited to the replacement or refund of non-conforming or defective products.

Any warranty is excluded in the event of misuse, negligence or lack of maintenance by companies or private customer, such as non-compliance with the maintenance obligations indicated in the Product Maintenance Booklet, the non-filling the product's maintenance book, as well as in case of normal wear of the Product or force majeure.

In order to assert his rights, companies or private customer must inform the FOILY Company in writing, accompanied by photographs, of the existence of defects or defects of conformity within a maximum period of one (1) year from the supply. Services or Products.

If It's a must companies or private customer undertakes to authorize the teams of the FOILY Company to inspect the Product when it is the subject of a complaint.

The FOILY Company will rectify or rectify the Products found to be defective as soon as possible after the finding by the FOILY Company of the defect or the defect. The FOILY Company will take this rectification at its own expense.

The guarantee of the FOILY Company is limited to the amount HT paid by companies or private customer for the supply of the Services and the sale of the Products and the Company can not be considered as responsible or defective for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law.

The Services and Products supplied by the Company comply with the regulations in force in France.

This warranty covers parts, labor and travel.

ARTICLE 15 - INTELLECTUAL PROPERTY

The Products of the FOILY Company are the property of the Company and its partners and are protected by French and international laws relating to intellectual property.

Any total or partial reproduction of the Product is strictly prohibited and may constitute a forgery offense.

In addition, the Company retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Customer) for the manufacture of the Product.

Companies or private customer is therefore prohibited any reproduction or exploitation of such studies, drawings, models and prototypes, etc., without the express written permission of the FOILY Company, which may condition it to a financial counterpart.

ARTICLE 16 - FORCE MAJEURE

The Parties can not be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, arises from a case of force majeure, within the meaning of Article 1218 of the Civil Code.

In the event that the effects of a force majeure event last longer than ninety (90) days, companies or private customer may terminate the Agreement by registered letter with acknowledgment of receipt and obtain reimbursement. of the Product or Service that they could not benefit from.

In case part of the Service has already been carried out by the FOILY Company, the refund will not take into account the part already carried out.

In the case where spare parts have already been delivered, the refund will not apply to parts already delivered.

ARTICLE 17 - DISPUTES

With regard to Professional Clients:

All disputes to which the purchase and sale transactions concluded pursuant to these General Terms and Conditions of Sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been to be resolved between the company FOILY and the Professional Client will be submitted to the TRIBUNAL DE COMMERCE NANTES, jurisdiction exclusively competent for the purposes hereof.

With regard to private customers:

Companies have the choice of the competent jurisdiction (civil or commercial).

ARTICLE 18 - ACCEPTANCE OF companies or private customer

Any order of Product or Service assumes the unconditional acceptance of these General Terms and Conditions of Sale by the companies or private customer at the time of the validation of his order.

By accepting these General Conditions of Sale, the companies or private customer:

- declare that they have read all their provisions;
- Acknowledges that they have benefited from the advice and information necessary to ensure the adequacy of the Service or the Product proposed by the FOILY Company with its needs;
- Declares to be able to legally contract under French law and validly represent the natural or legal person for whom he is committed.

ARTICLE 19 - APPLICABLE LAW - FRENCH LANGUAGE

These General Conditions of Sale are written in English.

In the event that they are translated into one or more foreign languages, only the English text will prevail in case of dispute.

The General Conditions of Sale are subject to French law.