

# General Terms and conditions of sale

## Conditions for the remote sale of printed products and information services

### 1. Documents and buyers concerned

These Conditions govern remote orders, in all forms, for the supply of Printed Products and/or Information Services ("the documents"), between AFNOR and a Customer, for professional use, excluding purchase for resale (resellers or distributors are required to have signed a preliminary agreement with AFNOR to benefit from the facilities of this website). Failing any signed written agreement between AFNOR and the Customer, these Terms and Conditions shall constitute the only agreement existing between the Parties pertaining to the object of the order and shall prevail over all other documents.

### 2. Placing, validity and proof of order

AFNOR hereby reserves the right to refuse any Order from a Customer if it is preceded by an outstanding order not paid for within the agreed time.

All orders are considered placed on the date they are received by AFNOR. AFNOR and the Customer shall refrain from invoking the requirement of a private signed agreement pursuant to Articles 1341 and following of the Civil Code.

AFNOR and the Customer hereby acknowledge that the computer records of their messages take the place of documentary evidence.

Validation of the order by the Customer constitutes full acceptance of these Terms and Conditions without reservations.

Invalidity of any of the provisions of these Terms and Conditions has no effect on the validity of the order.

The Customer is solely responsible for the information he communicates when placing the order (surname, first name, title, contact details, address, SIRET, etc ...), and for any consequences that may result from error or inaccuracy (delay or unavailability of the service). In case of error or inaccuracy, the Customer will be liable for all costs incurred by AFNOR, including the recreation of the order, unless AFNOR chooses otherwise.

### 3. Price

The prices indicated in the catalogue do not include tax, shipping charges or any applicable discounts. The prices of certain items are subject to exchange rate variations and may change without notice. The VAT rate applicable must be added to the prices indicated. Any change in rate will be immediately reflected on pending orders.

Discounts or promotions can be combined, with the exception of works subject to the Lang law, for which a maximum discount of 5% applies to the price excluding tax.

The Customer will be billed an additional amount for each postal mailing.

#### **4. Billing**

The invoice lists the documents provided or services carried out, the full price, the price with any discounts deducted and any shipping/postage costs.

For deliveries sent by post, an invoice is attached to the shipment: any opening of the packaging, which contains the invoice and the documents ordered, is considered to be an acceptance of the delivery and the terms of the invoice.

Where the delivery address is different from the billing address, the original invoice is sent to the billing address, with a duplicate attached to the items delivered.

#### **5. Payment**

With the exception of payment by credit card, payment is due within 30 days of the invoice date. No discount is granted in the event of advance payment. In the event of late payment, a penalty amounting to three times the legal interest rate for the year is payable.

Subject to specific provisions for online sales, payment may be made by cheque or bank transfer. The detachable slip on the bottom of the invoice, which includes the AFNOR order number, must be attached to payments made by cheque.

For orders placed in the name or on behalf of a physical person, AFNOR hereby reserves the right to request payment of the agreed price prior to dispatch.

The Customer must include an internal order number on their invoice and cannot consider the absence thereof as grounds to refuse payment.

Any delay in payment will result in a fixed indemnity of €40 to cover recovery expenses (Article D441-5 of the French Commercial Code).

#### **6. Delivery timeframes and availability of items**

AFNOR endeavours to dispatch the items listed in its Catalogue within three (3) working days of receipt of the Order. This timeframe is nevertheless given as an indication and is not a binding commitment. For the other items: consult us.

AFNOR must inform the Customer if an item ordered is temporarily unavailable (e.g. standard item in print or foreign standard item on order). except in the case of notice to the contrary from the Client, provided five (5) working days from the date of AFNOR's sending of the information for remote orders, the Order is deemed confirmed.

AFNOR must inform the Customer if an item ordered will be unavailable long-term (e.g. standard in development, standard cancelled and not replaced, document unknown). except in the case of notice to the contrary from the Customer, the Order will be considered cancelled.

## **7. Intellectual Property**

The data and documents offered for Order are protected by copyright, on which AFNOR holds the ownership or, failing that, the distribution rights. Any Order placed by the Customer does not entail any transfer of intellectual property on such documents and their contents, and does not confer upon the Customer or any other person, any right on the aforementioned protected elements, other than that of strictly individual, non-collective and non-commercial use. The Customer shall refrain from infringing in any way whatsoever the reproduction, representation and other rights to these documents. Any use other than individual use is subject to the prior written authorization of AFNOR.

Under no circumstances may the Customer reproduce or represent the documents in their entirety in documentary collections or in any commercial context whatsoever. The Customer shall also refrain from reproducing, extracting, networking, sharing or reusing any qualitatively or quantitatively substantial part of the content of the documents.

Moreover, AFNOR expressly prohibits the integration, transmission or absorption in any way whatsoever of the documents for which it holds intellectual property rights, or for which it has distribution rights, in artificial intelligence engines or algorithms.

AFNOR is opposed to any harvesting, text and data mining (within the meaning of Article L. 122-5-3 of the French Intellectual Property Code), enhancement or derivative creation operations relating to such documents, including by means of automated data collection and artificial intelligence devices, which would therefore constitute acts of infringement, unless AFNOR expressly agrees otherwise.

Violation of these provisions may constitute counterfeiting and subject the offender, and any person responsible, to the criminal and civil penalties provided for by law.

## **8. Return of items**

No articles are sent for mere consultation.

Return requests will only be considered by AFNOR if made in writing within five (5) working days of the invoice date and in the following cases:

- where the package has not been opened, or
- made by AFNOR when sending the documents, or
- documents received damaged or incomplete.

## **9. Guarantee/Liability**

Despite the care taken in this respect, AFNOR does not explicitly or implicitly guarantee the suitability of the contents to be used for a particular purpose, its appropriateness to a particular function, its accuracy or relevance.

a - AFNOR cannot be held responsible vis-à-vis the Customer for any loss arising from the execution of the order. "Any loss" includes, in particular, loss of profits, revenue, customers or any similar loss, any payment made or due to a third party, economic loss, inability to use the data for specific functions and any loss or damage resulting from a delay in the delivery of the data ordered.

b - AFNOR's liability of any nature vis-à-vis the Customer shall not exceed the total amount paid to AFNOR by the Customer.

c- AFNOR cannot be held liable vis-à-vis the Customer for any misunderstanding or misinterpretation of oral information.

## **10. Applicable law and jurisdictional clause**

The order and all acts arising from it are governed by French law.

Any disputes arising from the order will fall within the exclusive jurisdiction of the courts in Bobigny, even in the event of multiple defendants, the introduction of third parties or summary proceedings.

## **11. Special conditions relating to works with updates and virtual libraries**

Subscriptions to works with updates or virtual libraries are valid for a period of 12 months following the date of order.

Unless written notification has been received from the Customer 30 days prior to the subscription expiry date, this subscription will be tacitly renewed for a further period of 12 months.

## **12. Special conditions relating to online sales**

For orders placed online, the aforementioned terms and conditions shall be applicable, subject to the following additions or specific conditions, which take precedence:

### **a. Confidential Code**

AFNOR may issue the customer with a confidential code. This code guarantees the identification of the Client. The Customer agrees to keep this code secret and ensure that others do the same. The customer thus solely assumes all the consequences of disclosure of this code to his staff.

The Customer agrees not to disclose any of the elements of the issued access code to any third parties.

In the event of loss or theft of the code, the Customer shall inform AFNOR without delay by registered letter with acknowledgment of receipt. In return, AFNOR will issue the Customer with a new code as soon as possible.

The Customer is required to adhere to the terms of any order placed prior to receipt of said letter by AFNOR.

#### **b. Discounts**

The benefit of discounts applies on the express condition that the Customer identifies himself using his e-mail address and Confidential Code. If this identification is not provided, these discounts will not be applied or remitted. Benefiting from the discount is determined exclusively with reference to the billing address.

#### **c. Payment**

Where payment is to be made by bank card, AFNOR accepts the following cards:

- French cards with the acronym CB,
- VISA, EUROCARD or MASTERCARD cards accepted in France,
- cards issued within international networks approved by card issuing authorities GIE CB.

Provision to AFNOR by the Customer of their bank card number and its expiry date (hereinafter referred to as "Banking Information") is considered a valid mandate for payment of the price (including tax) agreed in the order.

Confidentiality of the Banking Information sent by the Customer via the AFNOR website to an authorised bank is guaranteed by a secure payment environment.

Consequently, the Customer explicitly authorises the card issuer to debit the bank card in question based on the information transmitted by AFNOR, even in the absence of a signature. This authorisation is non-revocable.

Payment by bank card is the only means of payment accepted by AFNOR in the following cases: orders remaining unpaid which have not been settled by the Customer; downloading of a document ordered by a new Customer.

#### **d. Standards and Publication Products Account**

AFNOR may offer the Customer a service which, following prior payment of the agreed amount by cheque and use of the Confidential Code issued to him, enables him to order documents within the limit of the remaining balance on his account. Each transaction will be debited to the account in question and invoiced accordingly.

#### **e. Returns**

Article 8 does not apply to documents downloaded or viewed online. Purchases are firm and final and cannot, therefore, give rise to an exchange or refund.

#### **f. Conditions for the use of downloaded documents**

Downloaded documents are subject to AFNOR's copyright and, consequently, may not be reproduced, transmitted or resold by any means whatsoever.

Printed copies of the documents in question are fully protected by the national and international legislation on copyright and may not be photocopied or reproduced in any form whatsoever. They may not, under any circumstances, be resold.

The electronic files which constitute this licence may not under any circumstances be shared on any kind of network.

The Customer agrees not to damage, modify or remove the identification references and/or technical means of usage monitoring, restriction or protection vis-à-vis third parties or, where applicable, any other device with the same purpose.

The Customer agrees that AFNOR or its representatives may, during normal opening hours of the Customer's premises, carry out checks to ensure compliance with the terms of the licence.

For more information about these conditions, especially for a "network" licence, please contact us: [afnor.editions@afnor.org](mailto:afnor.editions@afnor.org)

**g. Responsibility for the online service**

The Customer hereby acknowledges that he is aware of the characteristics and limitations of the Internet, particularly as regards the transmission of information data via networks and data breaches. Under these conditions, AFNOR cannot be held responsible for technical issues beyond the control of its departments. AFNOR agrees to implement the reasonable measures necessary to fulfil all its obligations hereunder. In any event, if AFNOR's responsibility is challenged, its liability shall be limited to the total order amount.