

Terms and Conditions of Sale (T&Cs)

Scope

These General Terms and Conditions of Sale (hereinafter the "T&Cs") govern all contractual relations between Pésim Trading SARL and its customers, both professionals and consumers, in the context of the sale of services or products.

The website accessible at the address www.pesim.eu is for information purposes only : no orders can be placed directly there.

Certain provisions of these T&Cs, in particular those relating to the right of withdrawal, are applicable only to customers meeting the definition of "Consumer" within the meaning of the Luxembourg Consumer Code.

The customer acknowledges that he or she has read these T&Cs prior to placing any order, and accepts them without reservation.

Article 1: Purpose

The purpose of these General Terms and Conditions of Sale (hereinafter the "T&Cs") is to define the respective rights and obligations of the company Pésim Trading SARL (hereinafter the "Seller") and any natural or legal person making a purchase (hereinafter the "Client"), in the context of the sale of products offered by the Seller.

Pésim Trading SARL operates in the materials distribution sector, specialising in wood-based products (such as solid wood, OSB, panels, flooring).

Its offer also extends to, but is not limited to, building materials in the broad sense, as well as fuels such as pellets.

All the products offered comply with the applicable quality and safety standards, in accordance with the regulations in force and the company's contractual commitments.

Article 2: Orders

Orders must be placed in writing (email, post or online form).

Any order implies the Client's full and complete acceptance of these T&Cs.

An order is considered accepted only after written confirmation by the Seller, including the technical specifications and the quantities ordered.

Article 3: Prices

Prices are indicated in euros, excluding taxes (excluding VAT) and delivery costs, unless otherwise expressly stipulated.

Usually, sales are made free of charge ; If applicable, this condition and the corresponding delivery address are specified in the order confirmation and/or delivery note.

Tariffs are set according to product specifications, in accordance with the applicable standards (EN 13986 for OSB, EN 14915 for solid wood products, etc.).

The Seller reserves the right to change prices without notice.

However, the prices charged will be those confirmed at the time of ordering.

Article 4: Payment and retention of title

Payments must be made within the time limits mentioned on the invoice, by bank transfer or any other means accepted by the Seller.

In the event of late payment, late payment penalties of 10% of the invoice amount will be applied, in accordance with the legislation in force.

The Seller reserves the right to suspend all deliveries in the event of non-payment.

The Seller retains full ownership of the products sold until the price is actually and fully collected.

Article 5: Delivery

Delivery times are given as an indication and may vary depending on the availability of the products.

Deliveries are made within and outside the European Union, subject to express prior agreement.

Deliveries are made in accordance with the applicable transport standards, in particular by ensuring that they are handled in accordance with the requirements of safety and preservation of materials (EU: EN 12246 standards for the storage and handling of wood).

The transfer of risk (loss or damage) occurs at the time of handover of the products to the carrier or the Client.

The seller cannot be held liable for the harmful act of the third-party delivery provider.

The Client undertakes to check the condition of the goods upon receipt. Any anomaly found (missing product, damaged, open package, etc.) must be reported immediately to the carrier in the form of clear, precise and reasoned reservations.

The Client must also inform the Seller of any damage in writing within 48 hours, attaching any supporting elements (photos, transport documents).

In the absence of express reservations issued on delivery, the products will be deemed to be in conformity with the order.

The Client expressly accepts that the risks associated with the transport are expressly agreed otherwise.

Article 6: Safeguards and Standards

Standards

Seller's items may be subject to certification.

General Warranty

The products are guaranteed in accordance with the applicable technical specifications, safety standards and quality requirements.

The manufacturer's warranty covers hidden defects and manufacturing defects within 6 months of delivery.

Any warranty is excluded in the event of misuse, improper storage or non-compliance with the Seller's technical recommendations. The Seller reserves all rights with regard to this expertise.

Specific Warranty - Wood Products and OSB

The wood and OSB products comply with the EN 13986 (wood panels for structural use) and EN 335 (wood durability and insect protection) standards, among other things.

Since wood is a natural material, variations in colour, grain or superficial cracks can occur. These elements are not considered defects and cannot give rise to a complaint.

The Customer is obliged to store the products in conditions that avoid excessive variations in

temperature and humidity (compliance with EN 14298 recommendations for storage).

Specific Warranty - Floor Coverings

The floor coverings comply with EN 14041 (fire-resistant, safety and health flooring) and EN 13329 (laminated flooring).

Prior to installation, the Customer must check the condition of the products and report any visible defects. No replacement will be made after the installation of the products without a new invoice issued by the Seller.

Proper installation, in accordance with the manufacturer's standards, is required to qualify for the warranty.

Article 7: Right of Withdrawal, Complaints and Returns

In accordance with Luxembourg legislation and European Directive 2011/83/EU, the Individual Client has a period of

14 days from receipt of the products to exercise his right of withdrawal, except for goods made according to the Client's specifications or clearly personalised, in which case 7 calendar days.

The Client informs the Seller of its decision in writing accompanied by evidence (photos, reports).

The return is made at the Customer's expense.

Any complaint must be made in writing within 7 days of receipt of the products.

Product returns must be approved by the Seller and comply with the original transportation and packaging conditions.

Article 8: Liability

The Seller's liability is strictly limited to the replacement or refund of products found to be defective.

Under no circumstances may the Seller be held liable for indirect damages, operating losses or consequential damages.

The Client must scrupulously comply with the installation, maintenance and storage instructions to avoid any dispute.

Article 9: Force Majeure and exceptional circumstances

The Seller shall not be held liable for the non-performance of its obligations in the event of force majeure or exceptional circumstances, including but not limited to: strikes, fires, floods, pandemics or any other unforeseeable and irresistible event.

Article 10: Confidentiality

The Seller undertakes to guarantee the confidentiality of the information communicated by the Customer, in accordance with the General Data Protection Regulation (GDPR).

Article 11: Applicable Law and Disputes

These T&Cs are subject to Luxembourg law.

In the event of a dispute, the parties will endeavour to resolve the conflict amicably before any referral to court.

Otherwise, the Luxembourg courts have exclusive jurisdiction.