

Reserve of ownership:

In accordance with Law 80-335 of 12 May 1980, the goods remain the property of the seller until full payment of the price. The risks relating to the said goods are transferred to the buyer upon delivery.

We retain full ownership of the goods until full payment of the price has been made. Until the date of the latter, the customer may not dispose of the goods in any way whatsoever without our express prior written consent.

The delivery of drafts or any other securities creating an obligation to pay does not constitute a payment within the meaning of this provision.

The retention of title also applies to individual receivables debited from the customer's account, the balance of which is established and recognised. In the event of default by the customer, goods found in stock will be deemed unpaid. All risks are borne by the customer as soon as the goods are made available or delivered.

Pledging or pledge of the delivered goods or assigned receivables is prohibited. It is the customer's responsibility to inform us without delay of any seizures or interventions by third parties, by denouncing the pledgee or the third party, so that we can take legal action against him. In the event that the secured creditor or third party is unable or not required to reimburse the judicial or extrajudicial costs that we may have had to incur in order to assert our rights, the customer shall then be liable for them and shall compensate us accordingly.

We are entitled to take back the goods immediately and without any special formalities as soon as any due date or contractual obligation in our relations with the customer has not been respected by the latter. The return of the goods delivered under retention of title does not constitute a termination of the contract and does not release the customer from his obligations, in particular damages for non-performance. We may terminate the contract, if we deem it appropriate, by registered letter with acknowledgement of receipt. We are entitled to sell the returned goods by mutual agreement and to compensate ourselves with the resulting sale proceeds. The instalments paid by the customer shall remain the property of the seller and shall be deducted successively from the difference in the market value of the goods taken back, then from the seller's other outstanding receivables, the balance being allocated to the seller as compensation, subject to any other rights.

The customer stores the goods sold under retention of title for our account free of charge. It is the responsibility of the insurer to insure it against common risks such as fire, theft and water damage. The customer already assigns to us the rights to compensation for the damage referred to above which he holds against insurance companies or other liable parties, up to the invoiced value of the goods.

All claims and rights resulting from this retention of title clause shall remain valid until the customer has paid in full all debts owed to us.

Notwithstanding the application of this retention of title clause, the customer shall bear the risk of loss or destruction upon delivery of the materials and equipment.

He will also bear the costs of the insurance.

The claim action does not result in the termination of the contract of sale.

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