



Company Name:
 Status:
 Address:

 Postal Code: City:

Phone:
 Mobile:
 E-mail:
 Website:
 VAT Number:

Manager name (or contact person):

Activities: (Check the relevant options)

☐ Bicycles ☐ Bicycle Specialist ☐ Rental ☐ Scooters ☐ Maxi-scooters ☐ Motorcycles
 You are ☐ Distributor/Wholesaler ☐ Authorized Dealer ☐ Retailer ☐ Garage
 Geographic Coverage of Your Sales : ☐ City ☐ Regional ☐ National ☐ International

Number of Stores :

Online Sales%

How did you hear about us? ☐ internet ☐ trade fair ☐ emailing ☐ word of mouth ☐ social media
☐ other.....

Payment Method: (Check the relevant options)

PAYMENT BEFORE SHIPPING: ☐ Credit Card ☐ Bank Transfer

Electronic Invoicing:

CGN will send your invoices in digital format (original and certified) by email and accessible through a secure website

Email Address to Receive Invoices:

Delivery:

Delivery Address (if different):

Postal Code: City:

Do you wish to maintain undelivered backorders? ☐ Yes ☐ No

Opening Hours (for Delivery)

☐ Split Day ☐ Morning: from to Afternoon: from to

☐ Non-stop Day ☐ from to

Is Saturday Delivery possible ? ☐ Oui ☐ Non

☐ I have read and understood the general terms and conditions of sale on the reverse side.

To :

Date : / /

SIGNATURE :

SEND

General Terms and Conditions of Sale

Preamble

These General Terms and Conditions of Sale are intended to define the terms and conditions under which the company C.G.N. markets the Products to the Distributors it has selected.

1. Definitions

The terms and expressions used in these General Terms and Conditions of Sale with a capital letter shall have the following meanings:

- **“C.G.N.”** means the company C.G.N. – CENTRE GROSSISTE NANTAIS, a simplified joint-stock company, with a share capital of €1,200,000, whose registered office is located at boulevard Salvador Allende, Zone Atlantis, 44800 Saint Herblain, registered with the Trade and Companies Register of Nantes under number 343 863 460, telephone number: 02.40.92.00.95, email address: contact@cgnfrance.com
- **“Distributor Account”** means the account, as described in Article 4 herein, created by a Distributor.
- **“General Terms and Conditions of Sale”** means these terms and conditions applicable to the relationship between C.G.N. and the Distributor.
- **“Specific Terms”** means the special conditions agreed between C.G.N. and the Distributor, intended to supplement these General Terms and Conditions of Sale, in particular by specifying the nature and quantity of the Products supplied to the Distributor and their delivery arrangements. The Specific Terms take the form of a purchase order issued by the Distributor and accepted by C.G.N.
- **“Distributors”** means the Professionals, selected by C.G.N., who market the Products offered by C.G.N.
- **“Delivery Point”** means the delivery location agreed between C.G.N. and the Distributor, as specified in the Specific Terms.
- **“Products”** means the products offered for sale to Distributors, as described in Article 3 herein. The details of the Products supplied by C.G.N. to the Distributor are specified in the Specific Terms.
- **“Professional”** means any natural person, whether or not representing a legal entity, acting for purposes falling within the scope of their professional activity.
- **“Website”** means the website hosted at the following address: www.cgnfrance.com.
- **“VAT”** means French value-added tax.

2. Acceptance of the General Terms and Conditions of Sale

The General Terms and Conditions of Sale determine the contractual conditions applicable to the relationship between C.G.N. and the Distributor.

The Distributor is required to carefully read the General Terms and Conditions of Sale before using the Products offered by C.G.N. These General Terms and Conditions of Sale contain important information about the Distributor's rights and obligations, as well as the limitations and exclusions of liability of C.G.N.

By using the Products of C.G.N., the Distributor confirms their full and unconditional adherence to the General Terms and Conditions of Sale, which is expressly acknowledged by the Distributor, who waives, in particular, reliance on any other document that would be unenforceable against C.G.N. If the Distributor does not accept the General Terms and Conditions of Sale, they are requested not to use the Products of C.G.N.

3. Products

C.G.N. primarily offers finished products, spare parts, and accessories for motorized two-wheel vehicles (motorcycles, scooters, mopeds) and bicycles, as well as equipment for riders and cyclists.

The Products offered by C.G.N. are presented and described in detail in the Specific Terms.

The Distributor is invited to ensure, before placing an order, that the Products correspond to their needs.

4. Terms of Product Distribution – Distributor Account

In order to ensure distribution that meets quality and safety requirements for the benefit of the end customer, C.G.N. has established a selective distribution network based on objective criteria.

Any new Distributor must therefore apply for the opening of a Distributor Account and, for this purpose, meet the following cumulative conditions:

- (i) Be registered with the Trade and Companies Register or the Trades Register;
- (ii) Provide proof of professional qualifications and/or professional experience related to the mechanics and maintenance of bicycles and mopeds, in order to advise buyers and provide after-sales service;
- (iii) Have a “public access establishment” (ERP) within the meaning of Article R123-2 of the French Building and Housing Code, with sufficient and appropriate equipment enabling the Distributor to sell, assemble, maintain, and provide after-sales service for bicycles, two- or three-wheeled motor vehicles, and motor quadricycles (category L vehicles);
- (iv) Undertake not to modify the Products and to install or resell them only under conditions consistent with their intended purpose

and performance, without misuse, and in compliance, where applicable, with the manufacturer's instructions and legal and regulatory obligations.

C.G.N. reserves the right to refuse any application to open a Distributor Account if the above conditions are not met.

The Distributor whose application to open a Distributor Account has been accepted by C.G.N. may place Product orders in accordance with the terms set out in Article 5.

If no orders are placed by a Distributor for a consecutive period of twelve (12) months, their Distributor Account will be automatically closed. The Distributor will then be required to reapply for the opening of a Distributor Account in order to place Product orders.

5. Orders

All Product orders are placed by the Distributor using a purchase order, which is automatically transmitted to C.G.N. An order is only valid after express acceptance by C.G.N.

C.G.N. reserves the right to accept or refuse any subsequent request for modification of an order already placed by a Distributor and accepted by C.G.N.

6. Financial Terms

6.1. Price

The price of the Products is specified in the Specific Terms on the basis of the tariffs in force at the time of the Distributor's order. Shipping costs, any insurance costs, and any other additional charges, if applicable, are also specified in the Specific Terms. Prices are expressed in euros, excluding tax and excluding VAT. The VAT applicable on the date of the Distributor's order is added to the Product price. Any change in the VAT rate may be reflected in the Product price.

6.2. Terms of Payment

6.2.1. Distributors in Metropolitan France

Payment for each order must be made before shipment or, at the latest, at the time of delivery,

for a minimum period of one year from the opening of a Distributor Account, and

for any Distributor whose average monthly order amount over one year is less than €299.00 excluding VAT.

In all other cases, payment is made by bank draft (LCR), either 30 days end of month on the 25th, or, if the due date is later, with a discount of 0.5% per month on the amount excluding VAT owed by the Distributor.

Notwithstanding the above, C.G.N. reserves the right to require full payment of an order before shipment, particularly from any Distributor who does not provide sufficient guarantees.

6.2.2. Distributors Outside Metropolitan France

Payment for each order must be made before shipment.

C.G.N. reserves the right to require a bank guarantee as security for the Distributor's payment of the price.

6.3. Retention of Title

The Products sold to the Distributor remain the exclusive property of C.G.N. until full payment by the Distributor of the total price of said Products, including principal and any ancillary amounts. Payments made by the Distributor shall only be considered final upon actual receipt by C.G.N. of the amounts due. The delivery of a payment instrument creating an obligation to pay shall not constitute payment under this article.

Notwithstanding the foregoing, the risks of loss and damage to the Products are transferred to the Distributor from the moment they are handed over to the carrier by C.G.N. Consequently, the Distributor is required to obtain insurance, at their own expense, on behalf of C.G.N.

In the event of non-payment by the Distributor when due, C.G.N. may exercise its right to repossess the Products in the Distributor's possession. The return of Products belonging to C.G.N. shall be at the Distributor's risk and expense. In the event of resale of the Products by the Distributor, C.G.N.'s claim may be exercised on the price received by the Distributor.

The Distributor undertakes to inform their customers of the existence of this retention of title clause and of C.G.N.'s right to reclaim, if necessary, the Products from their possession.

6.4. Late Payment Penalties

In the event of non-payment on the due date by the Distributor of any amount owed to C.G.N., and in accordance with the twelfth paragraph of Article L441-6 of the French Commercial Code, the amount of late payment penalties will be set at three times the legal interest rate in force on the date of the Distributor's default.

In the event of late payment, C.G.N. may immediately suspend the supply of Products under current orders, without compensation for the Distributor.

6.5. Fixed Recovery Compensation

In application of Article D 441-5 of the French Commercial Code, the amount of the fixed compensation for recovery costs is set at forty (40) euros.

This compensation, separate from late payment penalties, is automatically due by the defaulting Distributor, without prejudice to C.G.N.'s right to claim additional compensation if it can justify recovery costs exceeding this amount. In particular, bank charges generated by unpaid LCRs shall be borne by the defaulting Distributor.

7. Delivery

C.G.N. delivers Products in Metropolitan France and in the countries indicated on the Website.

7.1. Delivery Terms

C.G.N. does not provide delivery for any order with a value of less than €76.00 excluding VAT, and the Distributor must collect such orders directly from C.G.N.'s site.

In all other cases, the Products are delivered to the Delivery Point specified in the Specific Terms.

7.2. Delivery Costs

Transport and delivery costs are specified in the Specific Terms.

For delivery in Metropolitan France, Products are delivered carriage paid for any order equal to or greater than €299.00 excluding VAT (excluding finished products). By exception, for any order placed between Tuesday 6:00 p.m. and Wednesday midnight, the minimum amount required to benefit from free delivery is €190.00 excluding VAT (excluding finished products).

For delivery outside Metropolitan France (e.g., overseas territories and export), shipping costs, any insurance costs, as well as any other additional delivery-related charges, are borne exclusively by the Distributor. In particular, duties and taxes paid, where applicable, by C.G.N. in the context of a delivery outside Metropolitan France shall be charged to the Distributor.

7.3. Delivery Times

The delivery time for Products is indicated in the Specific Terms. It is an average estimated time based on the characteristics of the order concerned and the agreed Delivery Point. This period runs from the acceptance of the Distributor's order by C.G.N.

In case of exceeding the delivery time communicated to the Distributor, C.G.N. undertakes to inform the Distributor as soon as possible by any written means.

Failure to comply with the delivery time communicated to the Distributor shall not justify cancellation of the order by the Distributor and shall not give rise to liability on the part of C.G.N.

7.4. Transport Risks – Insurance

7.4.1. Transport Risks

The risks of loss and damage to the Products are transferred to the Distributor from the time they are handed over to the carrier by C.G.N.

7.4.2. Insurance

In any event, insurance costs are borne by the Distributor.

7.4.3. Claims

It is the responsibility of the Distributor, or the third party designated by them, to check the condition and contents of the packages received in the presence of the carrier.

In the event of damage observed on the Products, the Distributor must refuse the package, indicating "Refused: Damaged Product" on the delivery receipt. If the Distributor nevertheless accepts the package, they must make all necessary reservations on the delivery receipt, specifying the damages observed on the Products.

Any package accepted by the Distributor without reservation on the carrier's delivery receipt will be deemed to have been delivered in good condition and in full, without prejudice to the warranty referred to in Article 9, from which the Distributor benefits.

Any claim by the Distributor relating to the conformity of the Products supplied by C.G.N. must be notified to C.G.N. upon receipt of the Products by the Distributor, by any written means allowing acknowledgment of receipt.

8. Distributor's Obligations and Liability

The Distributor is responsible for precisely defining their needs before using the Products offered by C.G.N. C.G.N. cannot be held liable for any misidentification of needs or constraints by the Distributor.

The Distributor undertakes to:

- (i) Not modify the Products sold by C.G.N.;
- (ii) Only assemble or resell the Products sold by C.G.N. under conditions consistent with their intended purpose and expected performance, without misuse, and in compliance, where applicable, with the manufacturer's instructions and legal and regulatory obligations;
- (iii) Not modify, conceal, or alter in any way the trademarks and logos affixed to the Products.

C.G.N. can in no case be held liable for any damage or loss resulting from a breach by the Distributor or its agents of the above obligations.

9. Warranty from C.G.N.

C.G.N. warrants the Distributor against any hidden defects in the Products, within the limits and conditions accepted by the manufacturers, excluding any negligence or fault on the part of the Distributor and excluding Products that have been used.

In particular, failure by the Distributor to comply with its obligations under Article 8 shall be considered negligence or fault.

C.G.N.'s warranty obligation is limited to the replacement of the defective part, excluding any compensation or return of the Product for refund, and only after acceptance of the warranty by the manufacturer.

10. Returns

In any event, any return of Products requires the prior consent of C.G.N. No exchange of Products will be accepted, except in the case of an error by C.G.N. All parcels must be returned carriage paid. Returns of non-conforming parts or Products must be accompanied by the invoice number and date, within a maximum of twelve (12) months, and in their original packaging. If the error is attributable to C.G.N., shipping costs will be reimbursed. Any return of Products due to an order error attributable to the Distributor will result in a credit note with a 20% deduction.

11. Liability of C.G.N.

11.1. Liability

C.G.N.'s liability may only be incurred in the event of proven fault or negligence on its part and is limited to direct damages, excluding any indirect damages of any kind, including but not limited to damage to the Distributor's property, loss of profits, business interruption, or claims from third parties.

In any event, C.G.N.'s liability is limited to the total amount excluding tax paid by the Distributor for the Products concerned.

11.2. Exclusion of Liability

C.G.N. shall not be held liable for any damage, direct or indirect, to property or persons, suffered by the Distributor or a third party (including the Distributor's customers), resulting from the circumstances referred to in Article 8, whether caused by the Distributor or by third parties.

C.G.N. shall also not be held liable in any way for information, recommendations, or advice provided by the Distributor to its customers.

11.3. Distributor's Needs

C.G.N. shall under no circumstances be held liable for the Distributor's failure to determine their needs.

12. Intellectual Property – Ownership of Results

The intellectual property rights attached to the Products, including in particular trademarks, designs, plans, models, and patents, are the exclusive property of C.G.N. or its partners. No license to use such rights is granted to the Distributor under these General Terms and Conditions of Sale.

13. General Provisions

13.1. Partial Invalidity

The invalidity of a contractual clause shall not result in the invalidity of the General Terms and Conditions of Sale, except where such clause was decisive and induced one of the Parties to enter into the contract.

13.2. Modification of the General Terms and Conditions of Sale

C.G.N. reserves the right to modify the General Terms and Conditions of Sale at any time. Consequently, the applicable General Terms and Conditions of Sale will be those in force on the date the Distributor orders Products.

13.3. Force Majeure

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

C.G.N.'s liability cannot be incurred in the event of non-performance or improper performance of its obligations, due either to a third party or to a case of force majeure.

13.4. Listing

The Distributor accepts that C.G.N. may display identification information relating to the Distributor (including its name or corporate name and address) on its Website or on any document prepared for the purpose of listing Distributors offering Products acquired from C.G.N.

13.5. Data Protection

In accordance with Article 6 of Law No. 78-17 of 6 January 1978 on information technology, files, and freedoms, as amended, C.G.N. implements the processing of personal data for the purpose of managing Product orders and listing Distributors. The information requested from Distributors is necessary for these purposes.

13.6. Applicable Law – Jurisdiction

These General Terms and Conditions of Sale are governed by French law.

The Parties undertake to attempt to resolve amicably any dispute relating to the validity, interpretation, performance, or termination of these terms that may arise between them.

In the absence of an amicable settlement within thirty (30) days of its occurrence, the dispute shall fall under the exclusive

jurisdiction of the competent court in the jurisdiction of C.G.N.'s registered office.

13.7. General Data Protection Regulation ("GDPR")

Responsibility for your data

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, the data controller is the company C.G.N., whose registered office is located at Saint Herblain Cedex CS 500024 44801, France – ID No. 48 343 863 460 00014 – NAF 4649 Z.

Use of your data

Your personal data is collected for one or more of the following purposes: administrative, accounting, and tax management, management of business relationships and economic transactions, marketing actions, and general advertising.

Data retention

The data collected will be retained until the end of the contractual relationship, or, failing that, for the legally required period.

Legal basis for processing your data

The legitimate interests of the data controller in processing your data are those set out in these General Terms and Conditions of Sale.

Disclosure of your data

To ensure the intended purposes, your data may be disclosed to: tax authorities, banks, public administrations, or debt collection services.

Your rights regarding your data

You have the right to access, rectify, and query your data and, where applicable, to object to the processing of your personal data. These rights may be exercised by contacting:

By email: contact@cgnfrance.com

By post: CGN, 167 Bd Salvador Allende – CS 50024, 44801 SAINT HERBLAIN CEDEX, France.