



S4E2 Renaud Gicquel AERL
385 Chemin Notre Dame
06220 VALLAURIS

Terms and conditions of sale

It is specified that the present conditions govern distance selling on the S4E2 web site (<http://s4e2.com>) of software packages (as CDs or possibly by download) between S4E2 Renaud Gicquel AERL (hereinafter called S4E2) and a customer acting for personal use, excluding the purchase for resale.

Software products made available through this site are licensed, not sold. They are subject to the license terms which are provided in the End User License Agreement (EULA) that you accept when you install them and launch them for the first time.

If no written contract has been signed between the Customer and S4E2, these conditions constitute the entire agreement between the Parties relating to the subject of the purchase order and prevail over any other document.

Article 1 - Price

1. The prices indicated on the S4E2 web site are expressed in euros excluding VAT, excluding any applicable discounts, excluding shipping costs and possible customs fees. Note that S4E2 is not subject to VAT.

2. In the Commercial proposal and the Purchase order, the prices indicated take into account any applicable discounts.

Article 2 - Orders

1. Orders should be sent to S4E2:

- Either by email at contact@s4e2.com;
- Or by fax at: +(33) 9 56 84 16 09;
- Or by mail at the following address:

S4E2 Renaud Gicquel AERL
385 Chemin Notre Dame
F-06220 Vallauris

2. Unless expressly agreed, the purchase order is considered formed on the date of its receipt by S4E2, together with the corresponding payment.

3. Whatever their origin, the purchase orders are payable in euros.

4. S4E2 reserves the right to refuse any purchase order placed by a customer if it was preceded by a purchase order that was not paid within the agreed time and not regularized.

Article 3 - Validation

1. Upon completion of the purchase order process, the Customer acknowledges having validated his purchase order and having read and accepted these terms and conditions without reservations.
2. S4E2 and the Customer acknowledge that the computer records of their messages may be considered as documentary evidence.
3. The invalidity of any provision of these terms has no effect on the validity of the purchase order.

Article 4 - Availability of products and delivery

1. Products are offered subject to availability. In case of temporary unavailability of an item ordered, S4E2 notifies the Customer of this fact by any means at its disposal, and, unless otherwise specified by the Customer within five (5) working days from the date He receives information from S4E2, the purchase order is considered confirmed.
2. Shipping is done at the time the purchase order is accepted by S4E2, after verification of the reality and compliance of its payment. The average time of shipping items by mail is four (4) days in France. In general, delivery times are indicative and no late fee will be applied to S4E2 for late delivery.
3. Products are shipped by mail at the risk and dangers of the recipient.

Article 5 - Billing

1. All sales are firm and final and are subject to an Invoice confirming payment.
2. Orders sent without payment are subject to a Commercial proposal (pro forma).

Article 6 - Payment

1. Payment can be made:
 - Preferably by bank transfer to the account whose references (RIB, IBAN) are indicated in the document accompanying the Commercial proposal;
 - otherwise by check: the check should be made payable to S4E2 Renaud Gicquel AERL and attached to the purchase order;

Your payment may require foreign currency conversion and your bank may charge you additional fees for those services. Please contact your bank for details.

2. In the absence of an other express agreement between S4E2 and the Customer, payment is due on the date of receipt of the purchase order.
3. In case of late payment, S4E2 reserves the right to apply a penalty equal to one and half times the legal interest rate of the year.

Article 7 - Right of withdrawal

1. Pursuant to Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts, an individual customer has the right to exercise a right of withdrawal within seven (7) days from the acceptance of his purchase order.
2. To exercise his right of withdrawal of a product, an individual customer shall, within the said period, contact S4E2:
 - either by fax at +(33) 9 56 84 16 09,
 - or by registered mail sent to the S4E2 address above,
 - or by an email sent to contact@s4e2.com

He will also return at his own expense the CD with unopened packaging to S4E2 (see paragraph 3 below).

All amounts that have been, if any, paid by the Customer will be refunded by S4E2 within 15 days from the receipt by S4E2 of firstly this fax, email or registered mail and secondly the unopened CD-ROM.

3. However, pursuant to the above mentioned Directive 97/7/EC, any use (including by download) by the Customer of one of the software packages or opening of the packaging of one of the CDs acquired by him in the part of the purchase order concerned makes him lose the right to exercise his right of withdrawal.

4. Also the exercise of a right of withdrawal in respect of a particular purchase order shall not constitute termination of any other software orders addressed by the Customer to S4E2. Their termination shall, if necessary, intervene in the conditions stipulated either in these terms and conditions of sale or those that would apply.

5. A corporate customer does not enjoy this right of withdrawal.

Article 8 – Liability and warranty

1. The products are conform to French legislation. Responsibility for S4E2 cannot be held in case of non compliance with the legislation of the country where the items are delivered. It is up to the Customer to check with local authorities the possibilities of importation or use of the products he intends to order.

2. All the guarantees provided are indicated in the End User License Agreement (EULA) that you accept when you install the software products and launch them for the first time.

3. S4E2 shall in no event be liable vis-à-vis the Customer for any direct and/or indirect damage (such as business interruption, loss of profit, loss of market, loss of brand image, damage or any disturbance to business, etc.) arising from the execution of the purchase order and use of the products ordered.

4. The liability of any nature of S4E2 vis-à-vis the Customer shall not exceed the amount paid in full by the Customer to S4E2 in payment of the purchase order.

Article 9 - Applicable law and disputes

1. These terms and conditions, the purchase order and all actions arising from it are governed by French law.

2. In case of dispute, the courts of Paris (France) shall have exclusive jurisdiction.