

TERMS OF SALES

I - SUBJECT:

The general conditions of sale below detail the rights and obligations of SARL PHILIPPE JOLLY and its client, in the context of the sale and installation of fireplaces and stoves.

All services performed by SARL PHILIPPE JOLLY imply the buyer's unreserved acceptance of these general conditions of sale.

II - GUARANTEES:

The work carried out by SARL PHILIPPE JOLLY are covered by a ten-year legal guarantee.

Tax credit is possible on our products according to applicable law.

SARL PHILIPPE JOLLY guarantees the work by the labels: QUALIBAT and QUALIT'ENR RGE.

The works are carried out according to:

- DTU 24.1 (smoking room work);
- DTU 24.2 (earthworks, open hearth or insert for logs and stoves).

Our materials are subject to the parts warranty by the manufacturer excluding the heater.

As part of an installation on duct, bushel, existing tubing, SARL PHILIPPE JOLLY is required to certify the validity / conformity of the latter or to bring it back into conformity.

Woods, stones, natural materials are living materials which cannot be guaranteed from cracking or deformation, which are considered a natural effect of the work of the material and its aging.

Defects and deteriorations caused by natural wear or an external accident: defective maintenance, abnormal use, adjustments made apart from our technicians or by a modification not provided for nor specified by SARL PHILIPPE JOLLY, are excluded from the warranty.

III - FORMATION OF THE CONTRACT:

Given the legal provisions and the technical specifications of the models and brands, the contract is formed when the quote is signed.

The quote is valid for 3 months from the date of issue.

By accepting the quote, the customer agrees to provide the mandatory and legal documents relating to VAT.

Any modification made after the signing of the quote will be subject to an amendment.

IV - PAYMENT:

The payment of the price is made as follows:

For the installation of artisanal fireplaces:

- 1/3 following the signature of the quotation;
- 1/3 at the start of the work;
- The balance upon receipt of the work.

For installations of wood or pellet stoves, casing or duct, wood insert:

- Half following the signature of the quotation,
- The balance upon receipt of the work.

Failure to pay the full price will automatically void the ten-year warranty.

Failure to pay the full price within one month will also void the manufacturer's warranty.

V - LATE PAYMENT:

In the event of late payment, SARL PHILIPPE JOLLY reserves the right to suspend the work.

The client must pay SARL PHILIPPE JOLLY a late payment penalty equal to 3 times the legal interest rate.

The legal interest rate used is that in force on the day of delivery of the goods.

This penalty is calculated on the amount inclusive of tax of the amount remaining due and runs from the date the price expires.

In addition to the compensation for delay, any sum, including the deposit, not paid on its due date, will automatically result in the payment of compensation of € 40 due for collection costs.

VI - RESOLUTORY CLAUSE:

If within fifteen days following the formal notice of the "late payment" clause, the customer has not paid the amounts due, the sale will be automatically resolved and may give rise to the right to compensation for the benefit of SARL PHILIPPE JOLLY.

VII - CLAIM:

Any complaint must reach us within eight days of receipt of the goods, and cannot be taken into account after the installation of our products.

In the event of delivery recognized as defective, our liability is strictly limited to the replacement of the goods, to the exclusion of any other costs or indemnities.

The ground resistances being calculated by the builder of the house, villa, chalet or apartment in no case will be our responsibility and can not be incurred due to an incorrect calculation by the manufacturer.

VIII - SWEEPING OBLIGATION:

The customer acknowledges knowing that the sweeping of his installation is mandatory according to the RSDT twice a year, once during the heating season.

VII - RETENTION OF TITLE CLAUSE:

SARL PHILIPPE JOLLY retains ownership of the goods sold until full payment of the price, in principal and accessories.

VIII - DELIVERY:

The delivery time indicated when registering the order is given for information only.

Any reasonable delay in the delivery and installation of the goods may not give rise, for the benefit of the customer, to the allocation of damages and interest or cancellation of the order.