

Terms and conditions of sale

Conditions for the remote sale of printed products and information services

1. Documents and buyers concerned

These Conditions govern remote orders, in all forms, for the supply of Printed Products and/or Information Services ("the documents"), between AFNOR and a Customer, for professional use, excluding purchase for resale (resellers or distributors are required to have signed a preliminary agreement with AFNOR to benefit from the facilities of this website). If there is no signed written contract between AFNOR and the Customer, these Conditions constitute the only agreement between the Parties regarding the subject of the order and prevail over any other document.

2. Placing, validity and proof of order

AFNOR reserves the right to refuse any Order from a Customer if it is preceded by an outstanding order not paid for within the agreed time.

All orders are considered placed on the date they are received by AFNOR. AFNOR and the Customer shall refrain from invoking the requirement of a private signed agreement pursuant to Articles 1341 and following of the Civil Code.

AFNOR and the Customer acknowledge that the computer records the messages which take documentary evidence.

Validation of the order by the Customer constitutes full acceptance of these Terms and Conditions without reservations.

Invalidity of any of the provisions of these Terms and Conditions has no effect on the validity of the order.

3. Price

The prices indicated in the catalogue do not include tax, shipping charges or any applicable discounts. The prices of certain items are subject to exchange rate variations and may change without notice. The applicable VAT rate must be added to the prices indicated. Any rate change will be immediately reflected in the current order.

Discounts or promotions can be combined, with the exception of works subject to the Lang law, for which a maximum discount of 5% applies to the price excluding tax.

The Customer will be billed for each postal mailing as an additional amount.

4. Billing

The invoice lists the documents provided or services carried out, the full price, the price with any discounts deducted and any shipping/postage costs.

For delivery by post, an invoice is included in the delivery: opening the package, which contains the invoice and documents ordered, is deemed to constitute acceptance of the delivery and invoice terms.

Where the delivery address is different from the billing address, the original invoice is sent to the billing address, with a duplicate attached to the items delivered.

5. Payment

With the exception of payment by credit card, payment is due within 30 days of the invoice date. No discount is granted in the event of advance payment. In the event of late payment, a penalty amounting to three times the legal interest rate for the year is payable.

Subject to specific provisions for online sales, payment may be made by cheque or bank transfer. The detachable slip on the bottom of the invoice, which includes the AFNOR serial number, must be attached to any payment by cheque.

For orders made in the name or on behalf of an individual, AFNOR reserves the right to require payment of the agreed price before dispatch.

If no internal order number is included in the order, the Customer waives the right to use the absence of this number on the invoice as grounds to refuse payment.

Any delay in payment will result in a fixed indemnity of €40 to cover recovery expenses (article D441-5 of the Commercial Code).

6. Delivery timeframes and availability of items

AFNOR endeavours to dispatch the items listed in its Catalogue within three (3) working days of receipt of the Order. This timeframe is nevertheless given as an indication and is not a binding commitment. Consult us to find out the timeframes for other items.

In the event of temporary unavailability of an item ordered (a standard being printed or a foreign standard being ordered, for example), AFNOR will inform the Customer of this fact: unless otherwise specified by the Customer, the Order shall be deemed confirmed within five (5) working days of the date AFNOR sends this information for remote orders.

In the event of long-term unavailability (a standard under development, a standard which has been cancelled and not replaced, an unknown document, for example), AFNOR will inform the Customer of this fact: unless otherwise specified by the Customer, the Order shall be deemed cancelled.

7. Intellectual Property

The documents are protected by the Intellectual Property Code. Consequently, any reproduction, distribution or disclosure, by any means whatsoever, without the prior written consent of AFNOR or its rights holders constitutes infringement and is liable for the associated penalties.

8. Return of items

No articles are sent for mere consultation.

Return requests will only be considered by AFNOR if made in writing within five (5) working days of the invoice date and in the following cases:

- unopened package, or
- error made by its departments when sending the documents, or
- documents received damaged or incomplete.

9. Guarantee/Liability

AFNOR does not provide any express or implied guarantees with regard to the suitability of the information to be used for a particular purpose, its adaptability to a particular function, its accuracy or relevance, despite the care taken in this respect.

- a - AFNOR cannot be held responsible vis-à-vis the Customer for any loss arising from the execution of the order. "Any loss" includes, in particular, loss of profits, revenue, clientele or any similar loss, any

payment made or due to a third party, economic loss, inability to use the data for specific functions and any loss or damage resulting from a delay in the delivery of the data ordered.

b - AFNOR's liability of any kind vis-à-vis the Customer shall not exceed the amount paid by the Customer to AFNOR.

c - AFNOR cannot be held liable vis-à-vis the Customer for any misunderstanding or misinterpretation of oral information.

10. Applicable law and jurisdiction

The order and all acts arising from it are governed by French law.

Any disputes arising from the order will fall within the exclusive jurisdiction of the courts of Bobigny, even in cases of multiple defendants, the introduction of third parties or summary procedure.

11. Special conditions relating to works with updates and virtual libraries

Subscriptions for works with updates or virtual libraries are valid for a period of 12 months from the date of the order.

Unless written notification has been received from the Customer 30 days before the subscription expiry date, this subscription will be automatically renewed for a period of 12 months.

12. Special conditions relating to online sales

The above conditions apply to online orders, subject to the following additions or specific conditions, which take precedence:

a. Confidential Code

AFNOR may issue the customer with a confidential code. This code guarantees identification of the Customer. The Customer agrees to keep this code secret and ensure that others do the same. The customer thus solely assumes all the consequences of disclosure of this code to his staff.

The Customer agrees not to disclose any of the elements of the issued access code to any third parties.

In the event of loss or theft of the code, the Customer shall inform AFNOR without delay by registered letter with acknowledgment of receipt. In return, AFNOR will issue the Customer with a new code as soon as possible. The Customer is required to adhere to the terms of any order placed before the receipt of the said letter by AFNOR.

b. Discounts

The benefit of discounts applies on the express condition that the Customer identifies himself using his e-mail address and Confidential Code. If this identification is not provided, these discounts will not be applied or remitted. Benefiting from the discount is determined exclusively with reference to the billing address.

c. Payment

AFNOR accepts payment by the following bank cards:

- French cards with the acronym CB,
- cards with the brands VISA, EUROCARD or MASTERCARD accepted in France,
- cards issued within international networks approved by GIE Cartes Bancaires.

The Customer's indication of his bank card number and its expiry date (the "Banking Information") is valid as a mandate for payment of the price (including tax) agreed in the order.

The confidentiality of the Banking Information transmitted by the Customer via the AFNOR website to an authorised bank is guaranteed by a secure environment.

As a consequence, the Customer expressly authorises the card issuer to debit the card in the light of the registered information transmitted by AFNOR, even in the absence of a signature. This authorisation is non revocable.

Payment by bank card is the only means of payment accepted by AFNOR in the following cases: orders remaining unpaid which have not been settled by the Customer; downloading of a document ordered by a new Customer.

d. Standards account and printed products

AFNOR may offer the Customer a service which, following prior payment of the agreed amount by cheque and use of the Confidential Code issued to him, enables him to order documents within the limit of the remaining balance on his account. Each transaction will be debited to the account in question and is subject to the issuing of an invoice.

e. Returns

Article 8 does not apply to documents downloaded or viewed online. Purchases are firm and final and cannot, therefore, give rise to an exchange or refund.

f. Conditions for the use of downloaded documents

Downloaded documents are subject to AFNOR's copyright and, as such, may not be reproduced, transmitted or resold by any means whatsoever.

Printed copies of the documents in question are fully protected by the national and international legislation on copyright and may not be photocopied or reproduced in any form whatsoever. They may not, under any circumstances, be resold.

The electronic files forming the subject of this licence may not, under any circumstances, be placed on any kind of network.

The Customer agrees not to damage, modify or remove the identification references and/or technical means of usage monitoring, restriction or protection vis-à-vis third parties or, where applicable, any other device with the same purpose.

The Customer agrees that AFNOR or its representatives may, during normal opening hours of the Customer's premises, carry out checks to ensure compliance with the terms of the licence.

For more information about these conditions, especially for a "network" licence, please contact us: afnor.editions@afnor.org

g. Responsibility for the online service

The Customer acknowledges that he is aware of the characteristics and limitations of the Internet, particularly as regards the transmission of information data via networks and data breaches. Under these conditions, AFNOR cannot be held responsible for technical issues beyond the control of its departments. AFNOR agrees to implement the reasonable measures necessary to fulfil all its obligations hereunder. In any event, if AFNOR's responsibility is challenged, its liability shall be limited to the total order amount.