

GENERAL TERMS & CONDITIONS OF SALE

1) CONCLUSION OF THE CONTRACT

Any order for products or services implies unconditional acceptance of these general terms of sale, supplemented or modified by our specific conditions, which override any contrary clause that may appear in the purchasing conditions, purchase orders, or other commercial documents.

2) PRICE

Air Création reserves the right to modify its prices at any time. Goods and services are invoiced at the rate in effect on the day the order is placed. The customer undertakes to pay the selling price in force at the time of order entry.

3) PAYMENT

Payment terms are specific to each order and are clearly specified on the order form and cannot be modified after the order form is accepted. In case of late payment, the seller may suspend all current orders.

4) RESOLUTORY CLAUSE

In case of default in payment, the sale will be automatically terminated by the seller, who may request, in summary proceedings, the return of the products without prejudice to any other damages and interests. The remaining amounts due for other deliveries will become immediately payable if the seller does not opt for the resolution of the corresponding orders.

5) DELIVERY

The mode of transport is specific to each order and must be the subject of a prior study based on packaging, address, and mode of delivery. The delivery method (factory pickup, Air Création transport, customer transport) is fixed at the order and cannot be modified subsequently. The buyer must inspect the goods at the time of takeover. In case of damage, shortage, claims regarding visible defects, or non-compliance of the delivered product, the buyer will make clear and precise reservations within three days following the delivery date in writing to the seller and/or the carrier. It is the buyer's responsibility to provide any justification regarding the reality of the observed anomalies.

6) DELIVERY TIME

Air Création undertakes to do everything possible to deliver the order as quickly as possible, upon receipt of the order. The delivery times indicated on the order form are given for information purposes, and any delays do not give the buyer the right to cancel the sale, refuse the goods, or claim damages and interests. Delivery times are indicated based on supply availability. Air Création is released from its delivery obligation in case of force majeure (war, riot, fire, total or partial strike).

7) RIGHT OF WITHDRAWAL

In accordance with Article L221 of the Consumer Code, for any distance order, the customer has a period of 14 days to exercise the right of withdrawal without penalties, except for return costs. Returned products must not have undergone modification, damage (resulting from shock or abnormal use), and must be packaged in the original packaging. Goods shipped carriage forward will not be accepted. This clause does not apply to goods made to order or clearly personalized, whose manufacture requires specific adaptations to meet very specific technical and aesthetic requirements (Customization). The choice of options (color, finish, etc.) in the ranges of standard elements offered by the professional does not sufficiently modify the nature or destination of the goods to make them clearly personal.

8) WARRANTIES

Air Création will take the utmost care in executing the order and ensuring the quality of the products. In case of defect recognized by Air Création, the legal warranty against hidden defects and manufacturing defects of industrial products is 24 months or for the duration of the product's potential for Air Création products. Products from other manufacturers distributed by Air Création are covered by the warranties of the respective manufacturer. Please refer to their general terms of sale (CGV). The obligation of the latter will be limited to the replacement or refund of defective quantities, without any other compensation. Any product return must be the subject of formal agreement between Air Création and the buyer. No modification can be made without the prior agreement of Air Création. Non-compliance with this data releases Air Création from any liability and renders the products in question out of warranty. Defects and damages resulting from storage, handling, transport, or use in abnormal conditions or not in accordance with the nature, prescriptions, fitness for use of the product are excluded from the warranty. Refer to the user and maintenance manuals. To benefit from this warranty, the customer must return the order at their expense within one month from the date of purchase to Air Création, accompanied by the delivery note attached to the products. In the case of a return, Air Création takes no responsibility for damage or loss during transport due to inadequate or inappropriate packaging. Air Création then returns at its expense, to the customer, to the address indicated on the delivery note, an identical or equivalent product. In addition to these warranties, Air Création provides no other warranty. [Link to the source.](#)

9) RESERVATION OF OWNERSHIP

In accordance with Law No. 80335 of May 12, 1980, the goods sold remain the property of Air Création until their full payment. However, the risks associated with the goods will be transferred to the buyer or carrier upon physical delivery of the products.

10) PROTECTION OF PERSONAL DATA

All data entrusted to us is protected to process your orders. Under Law No. 78-17 of January 6, 1978, relating to data processing, files, and freedoms, you have the right to access, consult, modify, rectify, and delete the data you have communicated to us through the customer service of Air Création.

11) DISPUTES

Any order placed implies the customer's adherence, without any restriction, to the General Terms of Sale of Air Création. Any dispute related to the sale (price, CGV, product, etc.) will be subject to French law before the commercial court of Aubenas.