

## SALES CONTRACT *(material to be picked-up on site)*

«A sale contract is an agreement in which a seller transfers ownership of a good by delivering it to a buyer in return for payment (Article 1582 of the Civil Code). A sales contract is also a synallagmatic. This mean that its conclusion entails rights and obligations for each of the signatory parties. In addition to these basic obligations, there is an obligation of information on the part of the seller and a guarantee against hidden defects by which a buyer could obtain the cancellation of the sale or compensation in the event of prejudice. »

### BETWEEN THE UNDERSIGNED

First Name: .....

Last Name: .....

Address: .....

Phone: .....

Hereinafter referred to as the "**buyer**", on the one hand,

### AND

First Name: .....

Last Name: .....

Address: .....

Phone: .....

Hereinafter referred to as the « **seller** », on the other hand.

Jointly referred to as the « **parties** ».

### IT HAS BEEN AGREED AND DECIDED AS FOLLOWS:

#### Article 1: Purpose of the sale

The seller to the buyer *(name of the equipment, brand, model)*

..... in the condition *(condition as mentioned in the ad)*

..... (hereinafter « **the equipment** ») as described in the

appendix *(attach screenshots of the ad)*. The decision agreement of the parties manifested

by the signatures of each parties to the present contract entails, with the fulfilment of the

obligations of each of the Parties, the agreement of transfer of ownership.

Article 2: Selling prices

The sale price is .....€, in words .....euros all taxes included. The sale price is agreed upon by the parties and includes all costs. The price includes the current applicable VAT rate.

Article 3: Duration of contract

This contract is valid from the signature date of the contract, until the fulfilment of the last obligation by the Parties, on the date of effective delivery of the equipment or full payment of the goods and accessories under the conditions described below.

Article 4: Payment

The purchase price was paid by the buyer on (date of payment) ...../...../..... on the AV-Market.com platform which uses the payment organization Stripe. The seller will receive his payment after validation of material's conformity by the buyer (minimum delay 5 working days) OR at the latest 15 days after acceptance of the order, on the bank account mentioned on the AV-Market.com platform.

Article 5: Delivery

The material will be collected from the seller at (seller's address) ..... by the buyer within 15 days. The benefits and risks of the equipment pass to the buyer at that time. **The buyer is asked to check the aesthetic condition of the equipment on site.**

Article 6: Warranty

No additional contractual guarantee is provided to the benefit of the purchaser, who may only avail himself of the legal guarantees.

Article 7: Cancellation

The seller will not accept any order cancellation from the buyer, whatever the reason, except in case of force majeure. The seller has the right to refuse the return of the equipment on the part of the buyer.

Article 8: Force majeure

The responsibility of one of the parties may not be called into question following a failure to perform its obligations in case of force majeure. The force majeure is defined as any event that inevitably prevents the execution of all or part of the contractual obligations, and whose occurrence is beyond the control of the party that is the victim.

In such cases, the party invoking force majeure shall inform the other party immediately. The execution of the contract will then be suspended until the event causing the force majeure has ceased.

The parties shall find solutions to the difficulties created by the force majeure by mutual agreement. Failing this, if the event causing the force majeure lasts more than two months, the contract will be terminated by operation of law, without compensation.

Article 9: Mediation

In the event of a dispute relating to the validity, interpretation, execution, interruption or termination of this contract, the parties shall, before bringing the matter to court, submit their dispute to a mediator. The party wishing to implement the mediation process shall inform the other party by registered letter with acknowledgement of receipt, indicating the elements of the conflict and proposing the name of a mediator if necessary.

If the parties do not agree on the name of a mediator, a party may refer the matter to a court for appointing a mediator. The statute of limitations will be suspended as of the implementation of the mediation process. The suspension of the limitation period will end on the date of the signing of the minutes of mediation. The costs of the mediation will be borne equally by each of the parties.

**This contract of sale is drawn up in two (2) original copies, one copy being intended for each of the parties.**

Done in ....., on ...../...../.....

**SIGNATURE OF PARTIES**

Precede the signature with the mention "*Read and approved*")

**Buyer**

**Seller**

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