

TERMS AND CONDITIONS OF ONLINE SALES VIA THE EVERNEX ESHOP

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1. Preamble and purpose

1.1 These terms and conditions (hereinafter the "**Terms and Conditions**") govern purchases made online from the e-commerce site available at www.evernex.com (the "**Eshop**"). The e-shop is operated by Evernex International SAS, a single-member limited liability company registered in the Nanterre Trade and Companies Register under number 327 503 827, whose registered office is 16 place de l'Iris 92400 Courbevoie ("**Evernex**").

1.2 The purpose of the Terms and Conditions is to inform the professional who places an order on the Eshop (the "**Customer**") of the terms and conditions under which Evernex sells and delivers the goods, equipment and materials offered (the "**Products**") and of the Customer's rights and obligations in connection with any order placed in the Eshop (the "**Order**"). The Terms and Conditions apply without restriction or reservation to all Products presented in the Eshop.

1.3 The Products are exclusively intended for professional customers acting within the framework of their commercial, industrial, artisanal or liberal activity, located in a member country of the European Union. Evernex may therefore refuse any Order from a consumer or non-professional customer and/or from a customer located outside the above-mentioned countries.

2. Enforceability of the Terms and Conditions

2.1 The Terms and Conditions form the sole basis of the commercial relationship between the parties.

The Terms and Conditions are accessible on the Eshop and are systematically communicated to any Client who wishes to place an Order with Evernex

2.2. The online purchase of a Product requires the Customer's full and unreserved acceptance of the Terms and Conditions. This acceptance is expressed by clicking on the checkbox marked "*I have read and accept without reservation the Terms and Conditions of the Eshop*", which is required before placing an Order.

3. Product information

3.1 Each Product includes a detailed description of its essential characteristics, price, delivery times and methods, etc.

3.2 The offers available on the Eshop are valid while stocks last. Evernex may modify at any time the Products offered on the Eshop, in particular to take into account constraints related to its suppliers, without prejudice to Orders previously placed by the Customer.

3.3 For any question relating to the Products, the Customer may contact the Evernex customer service at the address referred to in the "Contact" section.

4. Ordering process

4.1. Once the Product(s) have been selected, the Customer must complete the fields required to place the order (name, contact details, delivery address, billing address). The asterisk (*) indicates the mandatory fields that must be completed for the Order to be processed. Before confirming the purchase of a Product, the Customer has the opportunity to check the details of his/her proposed order and correct any errors. The Customer must also expressly accept the Terms and Conditions by ticking the appropriate box.

4.2 Evernex sends in response a fee-quote to the Client summarizing the Order in response and confirming acceptance of the Order by Evernex.

4.3 The sale will be considered definitive as soon as the Customer confirms his/her order and fee-quote by clicking on the "Confirm order and pay" button and after Evernex has received the full payment. This action constitutes the Customer's acceptance of his/her Order and its characteristics, in this case its price, the delivery costs and any taxes, as well as the volumes, characteristics and quantities of Products, delivery times and terms, and also the payment obligation associated with the Order.

The Client may then proceed with the payment of their Order by following the instructions on the Eshop.

4.4 Once this step has been validated, the Customer will no longer be able to cancel the Order. Evernex will confirm the Order by sending an e-mail to the e-mail address provided by the Customer at the time the Order was placed. The Customer will receive a new e-mail as soon as the Order has been shipped, containing the associated invoice.

4.5 If a Product is unavailable after the Order has been placed, the Customer will be informed as soon as possible by e-mail of the unavailability of the

Product, the partial or total cancellation of the Order and the associated refund.

5. Price

5.1 Product prices are quoted in Euros and are those in effect at the time the Order is placed. Evernex may change prices at any time, in which case the Customer will be informed of such change prior to placing an Order.

5.2 Prices do not include delivery charges, which are invoiced in addition and calculated according to the delivery method selected by the Customer. Delivery costs are indicated to the Customer before the Order is validated, so that the Customer is informed of the final price before the Order is validated and paid by the Customer.

5.3 Prices are exclusive of taxes, where applicable. Any change in taxes, and in particular in the rate of value added tax (VAT), will, where applicable, be reflected in the price of the Products, it being understood that this change will not affect Orders already placed.

6. Terms of payment

6.1 All Orders are subject to payment. Orders are payable by credit card or bank transfer from the Eshop.

6.2 In the case of payment by credit card, the Customer warrants that they have all the necessary authorizations to use the chosen payment method. Evernex will take all necessary measures to ensure the security and confidentiality of the data transmitted during an online payment on the Eshop.

Payments made by credit card will only be considered final after the actual receipt of the sums due by Evernex

6.3 In the case of a bank transfer, the Order will only be dispatched when the total amount of the transfer appears on Evernex's account. If the Customer encounters any difficulties during the payment process, he/she may contact Evernex customer service at the address indicated in the "Contact" section.

6.4 Evernex reserves the right to suspend or cancel any Order and/or its delivery in case of a payment incident, fraud or attempted fraud in connection with the use of the Eshop, including any previous Orders.

6.5 In any case, the price must be paid within thirty (30) days from the issuance of the invoice by Evernex. The payment term is mentioned on the fee-quote and the invoice sent to the Customer.

7. Late payment

7.1 Late payment penalties are due the day after the

payment deadline, without the need for a reminder. The rate of these penalties is equal to three times the legal interest rate known at the time of the invoice issuance. A fixed compensation of 40 euros for recovery costs is due in case of late payment.

7.2 In the event of late payment, Evernex reserves the right to suspend the execution of all or part of the Order and/or its delivery until full payment of the price, without prior formal notice.

7.3 In the event of non-payment of an invoice by its due date, Evernex may demand the termination of the sale after sending a formal notice that remains ineffective within a period of eight (8) days.

8. Shipping - Deliveries

8.1 Terms of delivery

The Products will be delivered to the delivery address indicated by the Customer at the time of the Order, in accordance with the delivery method selected from those offered in Eshop.

Evernex will only proceed with the delivery of the ordered Products once the full sale price has been paid, in accordance with the terms outlined herein.

Subject to any exceptions referenced on Eshop, Products are delivered "LANDED", the Customer becomes responsible for risks, losses or damages from the moment they are loaded in the first carrier's trucks at Evernex' premises. Except as provided in Section 6.4 hereof, Evernex undertakes to ship the Products as soon as possible after confirmation of the payment of the Order, subject to their availability on the date of the Order.

In all cases, Products travel at the expense and risk of the Customer, who bears all risks of loss and/or damage from the moment the Products are handed over to the carrier chartered on behalf of the Customer. The unloading of Products at the delivery address is always at the Customer's expense.

8.2 Delivery dates and times

Delivery times and dates that may be communicated to the Customer following the placing of an Order are provided for information purposes only. Evernex reserves the right to make partial deliveries. Under no circumstances shall Evernex be held responsible for exceeding an announced delivery date, nor shall the Customer be entitled to cancel the Order, unless expressly agreed by Evernex after discussion with Evernex customer service. In this latter case, the Order will be reimbursed.

Since Evernex uses third-party carriers to deliver the Products, Evernex cannot be held responsible for any failure in delivery.

8.3 Receipt of products

The Products will be deemed to have been received and accepted by the Customer upon actual receipt by the latter. No claim for reimbursement or cancellation of the Order will be accepted in case of absence of the Customer or his/her representative at the time of delivery of the Products.

Upon delivery of the Products, and regardless of the delivery method selected by the Customer, it is the Customer's responsibility to check the condition of the Products before unloading them. It is the Customer's responsibility to report any shortage or damage to the carrier (i) by means of clear, significant, precise and complete reservations on the transport documents, and (ii) by registered letter with acknowledgement of receipt sent within three (3) days of receipt of the Products. A copy of this registered letter must be sent to Evernex. The Customer shall compensate Evernex for any loss resulting from its failure or delay in unloading or its failure to file claims with the carrier within the required time limits.

9. Reservation of ownership

9.1 Notwithstanding the transfer of risks upon delivery, ownership of the Products is transferred to the Customer upon payment of the price.

9.2 Customer accepts to bear the risks of loss or deterioration of the Products as well as any damage they may cause upon delivery.

10. Warranties

10.1 Warranty against hidden defects

Products are guaranteed against inherent defects that make them unfit for the use for which they are intended, provided that such defects existed prior to their delivery, but were not apparent at the time of the checks carried out by the Customer in accordance with article 7.3 above.

The Customer has a period of two (2) years from the discovery of the defect to invoke this warranty with Evernex and, to this regard, shall comply with Evernex return policy, [available here](#).

Once the defect has been indisputably established, the Customer may obtain either (i) a partial refund of the Product, or (ii) a full refund in exchange for the return of the Product.

10.2 Commercial warranty

The Customer benefits from a free commercial warranty for twelve (12) months from the date of purchase of the product, which allows the Customer to obtain the replacement of the Product or component recognized as defective by Evernex, during said period. Upon expiry of said period, if the Customer has taken out the optional, paid commercial

warranty when placing the Order, the commercial warranty protection is extended for a period of six (6) months, one (1) year or three (3) years, depending on the Product concerned

No Product may be returned by the Customer without the prior written consent of Evernex, which will bear the transportation costs of any authorized replacement justified by the defect in the Product, as per [Evernex Return Policy](#).

All or part of a defective Product that has been replaced by Evernex or returned to Evernex becomes the property of Evernex. In the event of replacement or return of a Product, the Customer is responsible for the data that may be stored on the Product and for its backup.

10.3 Warranty exclusions

The following are excluded from any warranty: (i) defects and deterioration caused by natural wear and tear of the Product, (ii) defects or faults caused by a third party or an external incident beyond Evernex' control (transport, incorrect assembly, defective maintenance, etc.), (iii) faults or defects caused by abnormal use and/or use which does not comply with the manufacturer's and/or Evernex' instructions for use and operation, (iv) faults or defects resulting from modification of the Product by the Customer which was neither foreseen nor authorized by Evernex; and (v) more generally, any improper or abusive use of the Product. Furthermore, any warranty is excluded if the Customer has used the Product after discovery of the defect without Evernex' prior written consent or if the Customer refuses Evernex the opportunity to examine the Product to determine the nature of the defect.

11. Limitation of liability

10.1 If Evernex is held liable for any direct loss suffered by the Customer as a result of an Order, the amount of damages to which the Customer may be entitled shall not exceed the amount of the Order, exclusive of taxes, actually paid by the Customer.

10.2 Any claim against Evernex must be made within twelve (12) months of the date on which the cause of such claim becomes known to the Customer.

10.3 In any event, Evernex shall not be held liable if the non-performance of its obligations under the Terms and Conditions is caused by a force majeure event within the meaning of article 1218 of the French Civil Code.

11. Eshop accessibility

11.1 The Customer is solely responsible for the proper functioning and security of the device and information systems used to access the Eshop, as well as for its access to the Internet.

11.2 The Eshop is generally accessible 24 hours a day, 7 days a week, subject to the unexpected operation of the Internet network and maintenance operations necessary for the proper operation or development of the Eshop.

11.3 Evernex reserves the right to interrupt the Eshop for maintenance purposes, including but not limited to maintenance, updates or changes in operating methods. Evernex will make its best efforts to carry out these operations during periods which cause the least possible disruption to the Customer's access to the Eshop.

11.4 These Terms and Conditions do not provide any warranty as to performance, availability or accessibility of the Eshop.

12. Intellectual property

12.1 Access to the Eshop by the Customer does not grant any assignment, license or right of any kind to the Customer with respect to the Eshop or any of its components, including but not limited to trademarks, designs, models, images, text, photos, logos, software, programs, graphic design, domain names, icons, slogans, design, Products, Product descriptions or any other information displayed or referenced on the Eshop (the "**Components**").

12.2 Evernex remains the sole owner of all intellectual property rights on the Eshop and all of its Components. Consequently, the User strictly refrains from any action likely to infringe Evernex' intellectual property rights on the Eshop and its Components, directly or indirectly, and in particular refrains from reproducing, representing, using, adapting, modifying, copying, reconstituting, modifying, translating, marketing in any way whatsoever or obtaining unauthorized access to all or part of the Eshop and/or its Components, without having obtained Evernex' prior express consent.

12.3 Where Products include software or programs, their use is governed by the terms of use of the relevant software provider.

13. Data privacy

13.1 Browsing the Eshop, its use by the Customer as well as purchases made and quote requests sent through it involve the implementation by Evernex of personal data processing within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 and the French Data Protection Act n°78-17 of January 6, 1978 in its updated version (together the "**GDPR Regulation**").

13.2 Evernex, which processes the Customer's personal data as a data controller within the meaning of the GDPR Regulation, undertakes to comply with the obligations falling to it in this capacity.

13.3 For more information on the personal data processing and the Customer's rights in relation to such data, the Customer may consult [Evernex's privacy policy](#).

14. General provisions

14.1 Language. The Terms and Conditions are draft in French and English. In case of contradiction or difficulty of interpretation, the French text shall prevail.

14.2 Updates. The Terms and Conditions are precisely dated. Evernex reserves the right to modify and update the Terms and Conditions from time to time and without prior notice. In order to be informed of any such changes, the Customer is advised to regularly review the Terms and Conditions, the applicable version of which is the one accessible from Eshop. The version of the Terms and Conditions applicable to an Order is the one accessible from Eshop and accepted by the Customer at the day of Order validation.

14.3 Partial invalidity. If one or more of the provisions herein are held to be invalid or declared as such in application of a law, regulation or following a final decision of the competent court, the other provisions shall retain all their force and effect.

15. Applicable law - Jurisdiction

16.1 Applicable law: The Terms and Conditions are governed by French law regardless of the Customer's country of residence.

16.2 Jurisdiction: Any dispute arising from the interpretation or application of the Terms and Conditions or an Order shall be subject to the exclusive jurisdiction of the courts of the Nanterre Court of Appeal. However, prior to any legal action, negotiation in a spirit of loyalty and good faith will be favored in order to reach an amicable agreement in the event of any dispute related to these Terms and Conditions, including those concerning their validity.

16. Contact

For any questions or complaints regarding a Product or an Order, the Customer may contact Evernex customer service by e-mail at eshop@evernex.com or by telephone at + 33 1 48 19 90 20, it being specified that Evernex customer service is available Monday to Friday from 9 am to 6 pm.

