

TERMS OF SALES

PEGASUS OIL TRADING YACHTING

Applicable from JUNE 1, 2023

Clause No. 1: Purpose and scope

These general conditions of sale (CGV) govern all negotiations/transactions and constitute the legal and commercial basis of any sale made by our company and are systematically sent or given to each buyer/customer with each quote for acceptance and to enable the order to be placed. . They are also sent with our orders and invoices as a reminder.

The general conditions of sale described below detail the rights and obligations of the company PEGASUS and its customer in the context of the sale of the goods and services provided.

Any acceptance of quotes/purchase orders from PEGASUS de facto implies acceptance of the T&Cs annexed thereto and implies the buyer's unreserved acceptance of these conditions.

Clause No. 2: Price

The prices of goods and services sold are those in effect on the day the order is taken. They are denominated in euros and calculated excluding taxes. Consequently, they will be increased by the VAT rate and transport costs applicable on the day of the order.

The company PEGASUS OIL TRADING grants itself the right to modify its prices at any time before order confirmation if economic conditions were to change. However, it undertakes to invoice the goods and services ordered at the prices indicated when the order is registered.

Clause No. 3: Late payment

In the event of total or partial failure to pay for the goods delivered or services provided on the due date, the buyer must pay the PEGASUS company a late payment penalty equal to three 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 including tax of the amount remaining due, and runs from the due date of the price without any prior notice being necessary.

In addition to late payment compensation, any sum, including the deposit, not paid on its due date will automatically result in the payment of a lump sum compensation of 500 euros due for recovery and file processing costs. .

Clause no. 4: Termination clause

If within fifteen days following the implementation of clause 3 "Late payment", the buyer has not paid the remaining amounts due, the sale will be automatically canceled and may give rise to the right to the allowance. damages for the benefit of the company PEGASUS. PEGASUS may take any legal action to protect its interests.

Clause No. 5: Reservation of title clause

PEGASUS retains ownership of the goods sold until full payment of these invoices.

This clause is also valid for loan equipment or equipment products used during our service provision.

As such, if the buyer is subject to receivership or liquidation, the company PEGASUS reserves the right to claim, within the framework of the collective procedure, the goods sold and remaining unpaid.

Clause No. 6: Reserve of title clause

Although the company PEGASUS retains ownership of the goods sold until full payment of the price, following receipt by the customer of the goods & services whatever they may be, the responsibility for storage and use is entirely that of the customer. .

The PEGASUS company cannot under any circumstances be held responsible.

Clause No. 7: Claims Clause

In the event of lack of conformity or non-conformity of the products or services delivered, the Buyer must notify the complaint in writing within 24 hours from the date of receipt of the defective products or the provision of the contested service.

The complaint must be sent to the email address pegasus@pegasus.trade

The complaint must include the following details: the precise description of the defect or non-conformity, the reference of the product or service, as well as any photographic or documentary evidence in support of the complaint.

Following receipt of the complaint, Pegasus will undertake to examine the situation and provide a response within a reasonable period of time depending on the case and from receipt of the complaint.

If the complaint is deemed admissible, Pegasus reserves the right to proceed; to an expertise and/or repair and/or replacement and/or reimbursement of the product and/or service, at its sole discretion.

Under no circumstances will Pegasus be held liable for indirect or consequential damages resulting from the non-conformity of the products or services.

This claims clause does not limit the Buyer's legal rights under applicable legal warranty laws.

This complaints clause does not replace the Buyer's obligations under clauses 3 and 4 of these General Terms and Conditions.

Clause No. 8: Waiver

In the event of a waiver by either party of any of its rights with respect to the other party or with respect to any matter or default arising under the Contract will be construed as a waiver of any subsequent rights, whether of the same or different nature.

Each party agrees that it has a duty to mitigate damages.

Clause No. 9: Delivery

Delivery is made:

Either by direct delivery of the goods to the buyer;

Either by depositing the goods at the place indicated by the buyer on the order form.

Either by delivery from a carrier directly to the customer

The delivery time indicated when registering the order is given for information purposes only and is in no way contractual.

Consequently, any reasonable delay in the delivery of the products cannot give rise to the benefit of the buyer:

the award of damages;

the discount application or any discount

cancellation of the order.

The risk of transport is borne in full by the buyer.

Clause No. 10: Force majeure

The liability of the company PEGASUS cannot be implemented if the non-execution or delay in the execution of one of its obligations described in these General Conditions results from a case of force majeure. As such, force majeure means any external, unpredictable and irresistible event within the meaning of article 1148 of the Civil Code.

Clause No. 11: Competent court

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to Monegasque law.

In the absence of an amicable resolution, the dispute will be brought before the MONACO Commercial Court which has sole jurisdiction within the framework of these General Terms and Conditions.