

## **TERMS OF SALES**

The present conditions of sale are concluded between "L'Atelier Carré", hereinafter referred to as "the Seller" and any natural or legal person, hereinafter referred to as "the Purchaser" wishing to make a purchase via the online shop <http://lateliercarre.fr>

### **Object**

The present conditions of sale define the contractual relations between the Seller and the Buyer and the conditions applicable to any purchase, regardless of whether the Buyer is professional or private.

The acquisition of a good or a service through this site implies an unreserved acceptance of the present conditions of sale

The Buyer acknowledges being informed that its agreement concerning the content of these General Conditions of Sale does not require the handwritten signature of this document.

It has the possibility to register and / or print the CGV by clicking on the PDF document dated at the top of this page.

These conditions shall prevail over any other conditions not expressly approved by the Seller, which reserves the right to modify them at any time. The conditions applicable will then be those in force at the date of the order.

### **Characteristics of the goods and services offered**

L'Atelier Carré ® is an online shop that offers to sell handmade items in small series, unique pieces or customized and intended for decoration.

As well as a "Conseil déco" for the study and customization of customized realizations. This advice is free from 30 euros of purchase excluding postage.

The photographs are as faithful as possible but can not ensure a perfect similarity with the product, especially as regards the colors. Different shots are made to present the colors more accurately.

The Seller undertakes to update regularly the articles presented in stock. By default, the quantities presented "in stock" are 1 unit.

Manufacturing delays are specified at minimum and maximum depending on the Seller's backlog. These periods being specified at the time of the confirmation of order, the Purchaser can not contest them. The Seller undertakes to keep the Purchaser informed by e-mail, of the follow-up of his order.

The deadlines are indicated in working days.

## **Order / Payment**

The Purchaser is informed that his order includes the payment obligation.  
This must reach the Seller within 5 days.

The Buyer can make his purchase by Paypal transfer with its credit card or its Paypal account, or cash (only in case of withdrawal directly to the workshop in Bitche - FRANCE).

Payment by check from abroad are not allowed.

The Purchaser, at the time of its order, agrees to provide the following information and agrees on the veracity of the latter:

Last name and first name  
Address  
email address

The Buyer can specify another shipping address. In this case, the invoice will be sent to him by e-mail and printed by his own means and the order sent to the indicated address. It can also ask for a gift wrapping, and attach a message to the recipient. This service is free.

The Purchaser must verify all the information entered. The Seller can not be held responsible for the consequences of any errors of seizure.

As soon as the order has been validated, the Purchaser will receive an e-mail confirming the order containing the details of the latter (it may contain images, it must verify that it has not been classified in its undesirable mail)

Some items and / or works are specified on site and in the order confirmation email, such as "On command", "Customized" or "On measures".

These items are manufactured according to the customer's wishes, according to his tastes, colors, dimensions, personalization, etc ...

In this case, the Purchaser agrees that he will not be able to assert his right of withdrawal and will not ask for the exchange or the refund. (Article 121-20-2 of the Consumer Code)

If the order contains at least one article specifying a manufacturing time limit, it shall be sent within the time limit provided for at the time of making the longest article.

For manufacturing delays exceeding 2 weeks, the seller will keep the Purchaser informed of the manufacturing follow-up.

Upon dispatch of his order, the Buyer receives an email informing him of the Tracking Number.

## **Retraction**

In accordance with Article 121-20 of the Consumer Code, the Buyer has 14 working days from receipt of his order to exchange or refund.

All returns must be notified by e-mail to: [contact@lateliercarre.fr](mailto:contact@lateliercarre.fr)

The Buyer will provide the Seller with proof of the redirection of his order (Number of the tracking package))

Items returned incomplete or damaged by the Buyer may be subject to a discount applied by the Seller.

"On command", "Customized" or "On measures" items are neither taken back nor exchanged.

Refunds following a right of withdrawal concern all the sums paid. They shall be made at the latest within 14 days of receipt of the order by the Purchaser and no later than 14 days after receipt of proof of re-dispatch provided by the Purchaser.

The reimbursement will be made by the same means as used by the Buyer.

Any return is the responsibility of the Purchaser.

## **Title retention clause**

Items ordered remain the property of the Seller until full payment by the Buyer.

In the event of non-performance of its obligations, the Seller shall be entitled to demand the immediate return of the products at the expense of the Buyer.

Penalties of a lump sum of 40 euros including tax will be claimed from the Buyer for late payment.

## **Rates and Terms of Payment**

The price is due to the order, and is receivable within 5 days.

This will only be sent to the cashing of the settlement.

The prices shown on the site are prices inclusive of VAT in euros, because of its status as sole proprietor, the seller is not subject to VAT, art. 293 B of the CGI.

It reserves the right to modify the rates at any time, only the price indicated the day of the order will be applicable.

Prices do not include delivery charges.

## **Sales, discounts and promotions**

The Seller may organize on an ad hoc basis promotions (balances, discounts, birthday offers, etc ...). He then specifies the dates and hours by any means of communication. The Buyer will not be able to avail himself of an offer or remittance taking place outside these dates.

Items thus paid may be taken back or exchanged, provided they comply with the provisions of the article on the right of withdrawal. The sums paid will be reimbursed in the same way.

## **Delivery**

The Buyer can choose his means of delivery: either by Colissimo International against signature, or free of charge at the workshop.

In the case of an online order, they are automatically calculated and invoiced during the payment procedure, once their contact details are filled in.

Shipping costs are calculated as follows:

Colissimo International against signature:

- European Union and Switzerland - FDP = 16.00 €

- Other destinations - FDP = 25.00 €

(Customs fees may apply depending on the country of destination)

For orders over 250,00 € the shipping costs are OFFERED.

Delivery delay :

For postal items, the current time limit is 5 to 10 days for foreign countries.

On receipt, the Buyer must verify the integrity of the package and its contents.

The parcel indicated "distributed" on the site of the carrier is deemed to have been received by the Buyer.

In case of non-delivery, or damage during carriage, the reasoned protest must be filed with the carrier within three days of delivery.

The occurrence of a case of force majeure may suspend the performance of Seller's contractual obligations. In particular, force majeure includes total or partial strikes, interruption of transport, supply of raw materials, total or partial incapacity of the Seller.

## **Guarantee**

All products supplied by the Seller are artisanal.

The slight irregularities of certain articles represent the very character of these hand-made objects. They are not defects but add to the charm of these unique objects.

The Buyer shall be entitled to the following guarantees from the Seller for a period of six months:

The legal guarantee of conformity of the property with the contract (articles L. 211-1 to L. 212-1 of the Consumer Code) and the legal guarantee of hidden defects (articles 1641 to 1649 of the Civil Code)

The Purchaser must verify at the time of delivery the conformity of his order (quality, quantity and references of the goods)

## **Responsibility**

The Seller, in the process of online sales, is bound only by an obligation of means: its liability can not be incurred for damage resulting from the use of the Internet network such as loss of data, intrusion, virus, rupture Service, or other unintended problems.

## **Intellectual property**

This site is the property of L'Atelier Carré ® in its entirety, as well as all rights relating thereto.

Any reproduction in whole or in part of its contents - in particular of the models presented - is strictly prohibited without the prior authorization of its author (Article L111-1 L122-3 of the Intellectual Property Code)

L'Atelier Carré ® remains the owner of the models created, including those customized or personalized and can use them for commercial purposes, in compliance with the rules of confidentiality of its customers.

## **Personal data**

In accordance with the law relating to data processing, files and freedoms of 6 January 1978, personal data relating to purchasers may be processed automatically.

Users have the right to access and rectify the data concerning them, in accordance with the law of 6 January 1978.

The automated processing of information, including the management of the e-mail addresses of the users of this site, was the subject of a declaration to the CNIL N ° 1428404, the 06/05/2010.

The informations collected are recorded in a file computerized by Bénédicte BOURIEZ, manager of L'Atelier Carré for the management of the customers. They are kept for an unlimited period. In accordance with the Data Protection Act, you can exercise your right of access to data concerning you and have them rectified by contacting by email : [contact@lateliercarre.com](mailto:contact@lateliercarre.com)

## **Archiving - Proof**

The Seller shall archive the purchase orders and invoices on a reliable and durable medium constituting a faithful copy in accordance with the provisions of article 1348 of the Civil Code.

Seller's computerized records shall be considered as proof of communications, orders, payments and transactions between the parties.

## Litigation

These general conditions are subject to French law.

In the event of a dispute or claim, the Buyer will address the Seller in priority.

In the absence of an amicable solution, the dispute will be subject to French law before the Commercial Court of the registered office of the Seller.

**L'Atelier Carré** ®

Bénédicte BOURIEZ – 3, rue Jean Jaurès – 57230 BITCHE

Nom commercial : L'Atelier Carré

TEL : 06 70 07 32 35 – FAX : 09 78 62 86 73

MAIL : [contact@lateliercarre.fr](mailto:contact@lateliercarre.fr) - WEB : <http://lateliercarre.fr>

Entreprise Individuelle – Code NAF 1439ZA Création et fabrication d'articles décoratifs en mailles

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