

GENERAL TERMS AND CONDITIONS OF SALE

These terms and 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 Buyer" wishing to make a purchase via the online store <http://lateliercarre.fr/>

OBJECT

These terms and conditions of sale define the contractual relations between the Seller and the Buyer and the conditions applicable to any purchase, whether the Buyer is a professional or an individual.

The acquisition of a good or service through this site implies unconditional acceptance of these terms and conditions of sale.

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

He has the possibility to save and/or print the T&Cs by clicking on the dated PDF document at the top of this page.

These conditions will prevail over any other conditions not expressly agreed to by the Seller, who reserves the right to modify them at any time. The applicable conditions will then be those in effect on the date of the order.

CHARACTERISTICS OF THE GOODS AND SERVICES OFFERED

L'Atelier Carré ® is an online store that aims to offer for sale hand-made knit and wood items in small series, unique or custom-made pieces and intended for decoration.

As well as a "Decorative advice" for the study and customization of custom creations. This advice is offered free of charge from 100 euros of purchase excluding shipping costs.

The photographs are as faithful as possible but cannot ensure a perfect similarity with the product, particularly with regard to colors. Different shots are taken in order to present the colors as faithfully as possible.

The Seller advises the Buyer as best as possible on the choice of colors, and offers - through the Decoration Council - an exchange of photos or elements to harmonize the item as faithfully as possible.

The Buyer - upon receipt of his order - may therefore not request its return on the pretext of wrong colors, see the paragraph "Withdrawal".

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

The manufacturing times are specified as a minimum and maximum according to the Seller's order book. These times being specified during the order confirmation, the Buyer may not dispute them. The Seller undertakes to keep the Buyer informed by email or via the site, of the follow-up of his order.

It is up to the Buyer to check the correct receipt of these emails, in particular in his junk mail. The times are indicated in working days.

ORDER / PAYMENT

The Buyer is informed that his order includes the obligation of payment.

This must reach the Seller within 5 days.

The Buyer can make his purchase by credit card, Paypal transfer, check or cash (only in case of withdrawal

directly at the workshop in BITCHE).

The accepted bank cards are: Carte Bleue, Visa, Eurocard or Mastercard (linked to a French bank account). Payment is completely secure and the data is encrypted.

Paypal transfer: the Buyer preferring to use his Paypal account, or wishing to pay for his purchase with a foreign bank card, can choose this equally secure payment method. He also has the possibility via this payment method to pay in several installments (see conditions of use on your Paypal account)

Payment by check: checks are accepted only if they are linked to a French bank account (for payments from abroad, the Buyer must proceed via Paypal)

Checks are to be sent to the order of L'Atelier Carré, to the following address:

L'Atelier Carré
3, rue Jean Jaurès
57230 BITCHE

Payment in cash: this method is exclusively reserved for the payment of items collected on site at the workshop in BITCHE.

The Buyer, when ordering, agrees to provide the following information and undertakes to the veracity of the latter:

Name and First Name

Address

Email address

The Buyer can specify another shipping address (he then provides his billing address, and a second shipping address). In this case, the invoice will be sent to him by email and printed by his own means and the order sent to the address indicated. He can also request gift wrapping, and attach a message to the recipient. This service is free.

The Buyer must check all the information entered. The Seller cannot be held responsible for the consequences of any data entry errors.

As soon as the order is validated, the Buyer will receive an order confirmation email containing the details of the order (this may contain images, he must check that it has not been classified in his unsolicited mail).

WITHDRAWAL

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

Any return must be reported in advance by email to: contact@lateliercarre.fr

The Buyer will provide the Seller with proof of the reshipment of his order (Colissimo number, Tracked Letter, or proof of deposit in a Parcel Relay)

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

"Made to Order", "Made to Measure" or "Personalized" items are neither returned nor exchanged.

Refunds following a right of withdrawal concern the entire order excluding shipping costs (the latter having been paid by the Seller). They will be made at the latest within 14 days following receipt of the order by the Seller, and at the latest within 14 days upon receipt of proof of reshipment provided by the Buyer.

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

Any return is the responsibility of the Buyer.

RETENTION OF TITLE CLAUSE

The 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 will be entitled to demand the immediate return of the products at the Buyer's expense.

Penalties of a fixed amount of 40 euros including tax will be claimed from the Buyer, for late payment.

PRICES AND PAYMENT TERMS

The price is due upon ordering, and receivable within 5 days.

This will only be sent upon receipt of payment.

It is possible to pay for an order in two installments, in particular for items requiring a manufacturing time of more than 3 weeks. The Buyer must request this by email, but send all checks at the time of ordering. They will then be cashed as follows: 1st upon ordering, 2nd upon shipment.

The prices listed on the site are inclusive of tax in euros, due to its status as a sole proprietorship, the Seller is not subject to VAT, art. 293 B of the CGI.

It reserves the right to modify the prices at any time, only the price listed at the time of ordering will be applicable.

Prices do not include delivery costs.

SALES, DISCOUNTS AND PROMOTIONS

The Seller may occasionally organize promotional operations (sales, discounts, anniversary offers, etc.). He then specifies the dates and times by any means of communication. The Buyer may not take advantage of an offer or discount taking place outside of these dates.

Items thus discounted may be returned or exchanged, provided that they comply with the provisions of the article on the right of withdrawal. The amounts paid will be refunded in the same way.

DELIVERY

The Buyer can choose their delivery method: either by Lettre Suivie or Colissimo from La Poste, or by Relais Colis, or by Mondial Relay, or by Colissimo International against signature, or by free collection from the workshop.

In the case of an online order, they are automatically calculated and invoiced during the payment procedure, once their contact details (or the details of the shipping address) have been entered.

Orders for items "in stock" placed before 12:00 p.m. are entrusted to the carrier within 24 hours.

The details of the shipping costs are indicated by price range and by destination on the dedicated page:

<https://www.lateliercarre.com/livraison/>

As well as on the FAQ (Frequently Asked Questions):

<https://www.lateliercarre.com/contact/>

Delivery times:

For shipments via La Poste, the current time is 48 working hours to mainland France, 5 to 12 days to

abroad.

Shipments by Relais Colis or Mondial Relay are generally 5 working days.

Customs fees may apply depending on the country of destination.

Upon receipt, the Buyer must check the integrity of the package as well as its contents.

The package indicated as "delivered" on the carrier's website is deemed to have been received by the Buyer.

In the event of non-delivery, or damage during transport, a reasoned protest must be made to the carrier within three days of delivery.

In the event of the package being returned to the Seller's premises, due to an invalid address or an order not claimed by the Buyer (despite the Seller's tracking emails and messages, and proof being provided of delivery by the chosen carrier), the item ordered will be kept:

- One year and one day if it is a "made to order" or "personalized" item, and kept at the Buyer's disposal. Following this period, the item will be put on sale.
- Put back on sale and refunded upon its return to the Seller's premises if it is an item in stock.

Except in justified cases of force majeure, the Seller will then refund the amount of the order excluding shipping costs (the latter having been paid by the Seller)

WARRANTY

All products supplied by the Seller are handcrafted.

The slight irregularities of certain items represent the very nature of these handmade objects. They are not defects but add to the charm of these unique objects.

The Buyer benefits from the Seller of the following guarantees for a period of 6 months:

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

The Buyer must check upon delivery the conformity of his order (quality, quantity and references of the goods)

The items are delivered with instructions (maintenance, use, warnings, assembly plan). The Buyer may not contest the conformity of the good in the event of misuse, or failure to comply with the warnings that have been indicated by the Seller.

RESPONSIBILITY

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

The occurrence of a case of force majeure may suspend the execution of the contractual obligations of the Seller. Cases of force majeure include, in particular, total or partial strikes, interruption of transport, of the supply of raw materials, total or partial incapacity of the Seller.

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 content - 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 made to measure or personalized and can use them for commercial purposes, in compliance with the confidentiality rules of its customers.

PERSONAL DATA

In accordance with the law relating to information technology, files and freedoms of 6 January 1978, personal information relating to buyers may be subject to automated processing.

Users have the right to access and rectify 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 users of this site, was declared to the CNIL No. 1428404 on 06/05/2010.

The information collected is recorded in a computerized file by Bénédicte BOURIEZ, responsible for customer management at L'Atelier Carré. It is kept for an unlimited period. In accordance with the Data Protection Act, you can exercise your right to access your personal data and have it rectified by contacting the following email: contact@lateliercarre.com

ARCHIVING / PROOF

The Seller will archive 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.

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

SETTLEMENT OF DISPUTES

These general conditions are subject to French law.

In the event of a dispute or complaint, the Buyer will first contact the Seller: contact@lateliercarre.com
In the absence of an amicable solution, the dispute will be subject to French law before the Commercial Court of the Seller's registered office.

In accordance with Articles L.616-1 and R.616-1 of the Consumer Code, L'Atelier Carré, above-mentioned as the Seller, has set up a consumer mediation system No. CNPM37832. The selected mediation entity is: CNPM - MEDIATION - CONSOMMATION. In the event of a dispute, you can file your complaint on its website: <http://cnpm-mediation-consommation.eu> or by post by writing to CNPM - MEDIATION - CONSOMMATION - 27 Avenue de la Libération 42400 SAINT-CHAMOND

Bénédicte BOURIEZ – EI - 3, rue Jean Jaurès – 57230 BITCHE

Trade name: L'Atelier Carré

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

EMAIL: contact@lateliercarre.fr - WEB: <http://lateliercarre.fr>

Sole Proprietorship – NAF Code 1439ZA Creation and manufacture of decorative knitwear items

SIRET No. 494 825 664 00027

Registered with the METZ Trade and Companies Register: 494 825 664 RM 057