

TERMS OF SALES

1. Definitions

"Customer": The user making a purchase on the Site.

"DESIGN + DECORATION": The company DESIGN + DECORATION, a simplified joint-stock company with its registered office 32, rue de la Boétie, 33000 Bordeaux, France, registered with the Bordeaux trade and companies register under the number 835304148 RCS Bordeaux, having the intra-community VAT number FR 03 835 304 148. pH7 is the mark of the sign.

"Site": The present merchant site (www.ph7bordeaux.com) which has the purpose of selling online to individuals.

"User": Any user connected to the Site.

"Order validation": The firm and final confirmation of the order by the Customer, which presupposes the acceptance of the General Conditions of Sale.

2. Purpose

These general conditions of sale govern the contractual relationship between DESIGN + DECORATION and the Customer and are applicable to all orders made through the Site, and exclusively govern the contractual relationship between DESIGN + DECORATION and the Customer making a purchase on the Site.

3. Opposibility of the general conditions of sale

The Customer declares having read and understood these general conditions of sale.

The sale of the products offered by DESIGN + DECORATION is subject to these terms and conditions. The placing of an order on the Site implies the full and unreserved acceptance of the Customer to these general conditions of sale.

In this respect, the Customer has the option to download, save and reproduce the general conditions of sale. The contract of sale of a good purchased on the Site consists of the general conditions of sale in force at the time of the order and the order form.

The Customer acknowledges that he is fully aware that his agreement concerning the content of these general conditions of sale does not require the handwritten signature of this document, but results from his only order.

Acceptance of these terms and conditions is made in the form of a positive double click following the reading of these general conditions of sale and constitutes proof that the Customer has read these provisions and irrevocable acceptance of these presents.

The present general conditions of sale will prevail over any other general or particular condition not expressly approved by DESIGN + DECORATION. The fact that DESIGN + DECORATION does not prevail at a time of any provision of these general conditions of sale, can not be interpreted as a waiver to avail later of this provision. DESIGN + DECORATION reserves the right to modify its general conditions of sale at any time. In this case, the modifications will be applicable to the sales contracted as soon as the on-line publication of the modified general conditions of sale.

4.Capacité

The purchase of products marketed by DESIGN + DECORATION is not one of the common acts authorized by the law or the use, within the meaning of the provisions of article 1148 of the Civil Code. Consequently, the Client declares to have the capacity to contract under the conditions described below, that is to say to be emancipated minor or to have the legal majority and not to be protected within the meaning of article 425 of the Civil Code.

5.Products offered for sale online

The products offered for sale online are those presented on the Site. The products are described using descriptive sheets and photos by DESIGN + DECORATION on the Site with the greatest possible accuracy. DESIGN + DECORATION nevertheless indicates to the Customer that despite all the attention that she has shown, the photographs can not ensure a perfect similarity with the product offered for sale, especially with regard to colors. The differences can result from the uniqueness of the products made by hand and their difference of rendering, the color quality of the photographs, the difficulty of showing on the screen the rendering of the materials or, without being exhaustive, technical adaptation. The same goes for vintage products such as stools, benches and any other vintage object, as indicated on the product sheet (vintage headband). These differences can not in any case be interpreted as defects of conformity, result in the cancellation of the sale or engage the responsibility of DESIGN + DECORATION.

Any order implies express and irrevocable acceptance of the product description. The Customer must ensure before any order that the product ordered can be transported without difficulty to his home, especially because of its weight and volume. The Customer must ensure that the product can cross the doors and take the possible corridors. Delivery through the window is not assured. The impossibility to transport the ordered product due to the conditions of access to the Customer's home will not engage the responsibility of DESIGN + DECORATION.

8.Commande

Before making a purchase on the Site the Customer may first register on the Site and create a personal account. All stages of the sale are clearly identified on the Site in accordance with the provisions of Article 1369-1 of the Civil Code. The contracting procedure includes the following steps:

step 1: selection and validation of the products, the Customer can at this stage modify his order and correct it;

Step 2: The Customer must have a personal account to order. Placing an order implies referencing the mandatory fields of the identification and information forms, or, for the Customer with a personal account, confirmation of the mandatory fields of the identification and information forms (after login to the personal account);

Step 3: Customer with a personal account must verify the delivery address or indication of a new delivery address;

step 4: consultation of the general conditions of sale;

step 5: acceptance of all the general conditions of sale;

step 6: summary of the contents of the basket, details of the amount to be paid (including VAT and delivery charges) and choice of payment method;

step 7: payment.

In application of this process, the Customer has the opportunity to check the details of his order and its total price and correct any errors before finalizing his order. The order is definitively recorded only after validation by the Customer of his agreement of payment and acceptance by the bank of the transaction. The summary of the Customer's order is available in printable version. As soon as the order is registered, the Customer receives a confirmation email containing the essential elements of his order, including the order number, the list of products ordered and the price details. All the data provided by the Customer during the order process and the recorded confirmation of this order are proof of the transaction. Démodé reserves the right to refuse any order from a Customer with whom there is a dispute over the payment of a previous order as long as this dispute is not resolved.

9. Paiement

The means of payment on the Site are (i) the credit card and exclusively the following cards: Classic Carte Bleue, VISA Card, Carte MASTERCARD, to the exclusion of any other means of payment.

10. Security of payment

For maximum security, DESIGN + DECORATION works in collaboration with the Ingenico ePayments system which makes it possible to secure all the payment phases to be realized between the buyer and the bank. The steps are fully encrypted and protected. The protocol used is SSL coupled to banking money. This means that the information related to the order and the number of the credit card do not circulate in clear on Internet.

11. Facture

Each invoice is available on the website in the Customer Account via "my orders" and is sent by e-mail to the e-mail address indicated when placing the order. DESIGN + DECORATION is released from any responsibility in case of typographical error or typing on the invoice.

12. Livraison

The delivery zone is the FRANCE zone. The products will be sent to the delivery address that the Customer has indicated during the Order. Shipping costs are calculated according to the weight / volume of the package and the country of destination. The delivery of the order is provided by LA POSTE COLISSIMO. DESIGN + DECORATION will strive to have a delivery time of less than 15 days.

However, this time being indicative, it may be extended, it being specified that if the delivery period is greater than or equal to 30 days, the Customer may by registered letter with acknowledgment of receipt solicit the resolution of the sales contract. In case of cancellation of the contract of sale, DESIGN + DECORATION is required to reimburse the Customer within a maximum period of 14 days from receipt of the request for termination of the contract.

Any delay in delivery must be indicated to DESIGN + DECORATION within 21 working days after shipment, to allow the carrier to conduct a reliable investigation.

Orders registered on the online store www.ph7bordeaux.com on Friday afternoon, Saturday or Sunday are processed the following Monday. Orders registered on the online store

www.ph7bordeaux.com a holiday other than Friday, Saturday and Sunday are also processed the next working day.

In case of delivery LA POSTE COLISSIMO

The order is delivered from Monday to Saturday at the time of passage of the factor directly to the address indicated with or without signature. In the event of absence or impossibility of delivery of your parcel, the postman deposits a notice of passage mentioning the date and the address of the post office where you will be able to withdraw your parcel on presentation of a piece of identity.

As of the date mentioned on the notice of passage, you have 15 days to withdraw your parcel. After this period, it will automatically be returned to the sender. At any time, thanks to the number of parcel which is communicated to you by mail you can follow your parcel by connecting to the site Colissimo or Chronopost to know where it is.

In case of absence of the recipient

In order to optimize the good delivery of your package, it is imperative to fill in all the necessary information on the delivery address of the recipient (door code, building, floor, presence of a guard or neighbor if the recipient is absent, ..). DESIGN + DECORATION can not be held responsible for not receiving a parcel because of an incomplete or erroneous address or the absence of the recipient. In case of absence of the recipient, the courier will try to contact him by phone. If it is not reachable, the courier will return the order online. An extra charge will be asked for the running costs incurred.

The customer has the obligation to control the goods at the reception, in order to verify the conformity, the quality and the quantity of the products which are delivered to him.

If he does not do that, he will have no recourse to the seller.

If the goods are degraded, they must note "REFUSED ABIE".

If one or more packages are missing, it must indicate the number of the missing carton / missing carton numbers.

In case of delivery against signature, if the Customer has the slightest doubt about the condition of the package, he must mention on the delivery receipt the anomalies he finds.

As specified in Article L133-3 of the Commercial Code, the recipient has a period of 3 clear days to send a registered letter with acknowledgment of receipt to the seller explaining the subject of the dispute and justifying its reservations. And you can always find more information about our Hamon delivery article.

13.Rétractation

In the event that the item (s) ordered are unsatisfactory, the Customer has a legal period of fourteen (14) clear days from the day of receipt of the parcel to return it, in accordance with Article L 121 -20-12 of the Consumer Code, it being specified that when the period of fourteen (14) days expires on a Saturday, a Sunday or a public holiday, it will be extended until the next business day. To proceed with the return, the Customer must attach a copy of his invoice mentioning the returned item (s). Address for the return of goods: pH7 Bordeaux 32, rue de la Boétie, 33000 Bordeaux. The product must be returned in its original packaging

and in perfect condition. Dirty products, even partially used, damaged, scratched, stained, washed will not be taken over by DESIGN + DECORATION. In this case, the package will be returned to the Customer and the cost of return of the product will be borne by the Customer. In case of return accepted by DESIGN + DECORATION, you will be reimbursed, within a maximum of fourteen days from the day on which DESIGN + DECORATION receives the article and validates its conformity and in accordance with the provisions of article L. 121-21-4 of the Consumer Code.

Return costs are the responsibility of the Customer

14. Transfers of ownership / transfer of risks

The transfer of ownership of the products to the benefit of the Customer will only be realized after full payment of the price by the latter, regardless of the delivery date of said products. However, the transfer of the risk of loss and deterioration of the products will be realized for the benefit of the Customer upon receipt of the products by the Customer, to whom it belongs, in case of damage or loss (for example: damaged package, already opened. ..), to make all reservations and to exercise all recourse to the postal services.