

TERMS AND CONDITIONS OF SALE

IT IS IMPORTANT THAT YOU READ THESE WEBSITE TERMS OF SALE (“TERMS OF SALE”) CAREFULLY BEFORE ORDERING ANY PRODUCTS FROM OUR WEBSITE (“PRODUCT(S)”). TOGETHER WITH OUR PRIVACY POLICY AND OUR TERMS OF USE, THEY GOVERN OUR RELATIONSHIP WITH YOU IN RELATION TO THIS WEBSITE AND YOUR PURCHASE OF PRODUCT(S) FROM THE WEBSITE OR OVER THE TELEPHONE.

OUR DETAILS

WE ARE ALAIN DEBAUVE MANUFACTURE, A COMPANY REGISTERED IN FRANCE AT COMPANIES HOUSE UNDER NUMBER ---, AND REGISTERED OFFICE ADDRESS ON 7, RUE DES TERREAUX 38440 SAINT-JEAN-DE-BOURNAY.

OUR VAT NUMBER IS ---.

THE WEBSITES TO WHICH THESE TERMS OF SALE APPLY AND FOR WHICH WE ARE RESPONSIBLE IS WWW.ALAINDEBAUVEMANUFACTURE.COM.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT ALAINDEBAUVEMANUFACTURE@GMAIL.COM OR

+ 33 6 46 37 66 03.

HOW YOUR CONTRACT WITH US IS FORMED

ORDERS ARE SUBMITTED VIA THE WEBSITE IN THE FOLLOWING WAY:

ONCE YOU ARE READY TO MAKE A PURCHASE, CLICK ON ‘ADD TO SHOPPING BAG’ TO ADD THE PRODUCT YOU WISH TO PURCHASE TO YOUR SHOPPING BAG. THEN PROCEED BY CLICKING ‘PROCEED TO PURCHASE’ TO LOG INTO OUR SECURE SERVERS TO COMPLETE YOUR ORDER.

IF THIS IS YOUR FIRST PURCHASE ON THE WEBSITE YOU WILL HAVE THE OPTION TO CREATE AN ACCOUNT WITH US USING YOUR EMAIL ADDRESS AND YOU WILL ALSO BE ASKED TO CREATE A PASSWORD. YOU MUST KEEP THIS PASSWORD CONFIDENTIAL AND MUST NOT DISCLOSE IT OR SHARE IT WITH ANYONE. WE HOLD A SECURE PASSWORD FILE TO ENABLE YOU TO REQUEST A REMINDER, SHOULD IT BE FORGOTTEN ON FUTURE TRANSACTIONS. YOU WILL THEN BE ASKED TO INPUT YOUR ADDRESS. THE ADDRESS THAT YOU REGISTER WITH MUST BE THE ADDRESS THAT THE CARD STATEMENT IS SENT TO, HOWEVER YOU CAN USE A DIFFERENT DELIVERY ADDRESS.

IF YOU HAVE ALREADY REGISTERED WITH US YOU MAY ENTER YOUR SIGN IN DETAILS TO ACCESS YOUR ACCOUNT.

ONCE SIGNED IN YOU MUST SELECT YOUR PREFERRED METHOD OF DELIVERY (IF ANY DELIVERY CHARGES ARE PAYABLE THESE WILL THEN BE ADDED TO THE AMOUNT YOU WILL BE CHARGED), CONFIRM YOU WISH TO MAKE AN ORDER AND CONSENT TO THE TERMS OF SALE. YOU WILL THEN BE ASKED TO CONFIRM YOUR ADDRESS AND INPUT YOUR PAYMENT DETAILS.

ONCE YOU HAVE COMPLETED COMPILING YOUR ORDER, YOU WILL BE ASKED TO CONFIRM THAT IT IS CORRECT. IF IT IS NOT CORRECT, YOU CAN REVISIT YOUR ORDER AND CORRECT THE MISTAKES BEFORE CONFIRMING AND SUBMITTING YOUR ORDER TO US. IT IS YOUR RESPONSIBILITY TO ENSURE

THAT YOUR ORDER IS CORRECT BEFORE SUBMITTING IT TO US. IF YOU HAVE ANY PROBLEMS WITH YOUR ORDER, PLEASE CALL US ON +33 6 46 37 66 03.

WE WILL THEN SEND YOU A CONFIRMATORY EMAIL TO ACKNOWLEDGE THAT WE HAVE RECEIVED YOUR ORDER. THIS IS SENT OUT AUTOMATICALLY BY US TO THE EMAIL ADDRESS YOU REGISTER WITH US.

AFTER SENDING YOU THIS FIRST EMAIL WE WILL CHECK TO MAKE SURE WE ARE ABLE TO FULFILL YOUR ORDER. IF AND WHEN WE ARE ABLE TO DO SO, YOU WILL THEN RECEIVE A SECOND EMAIL FROM US CONFIRMING YOUR ORDER, CONFIRMING DISPATCH OF THE PRODUCT(S) TO THE DELIVERY ADDRESS YOU HAVE REQUESTED AND GIVING YOU ESTIMATED TIMESCALES FOR DELIVERY. THIS IS SENT OUT AUTOMATICALLY BY US TO THE EMAIL ADDRESS YOU REGISTER WITH US. AT THIS POINT WE WILL PROCESS THE PAYMENT DETAILS YOU HAVE GIVEN TO US TO TAKE PAYMENT FOR YOUR ORDER.

YOU SHOULD CHECK BOTH EMAILS FOR ACCURACY AND LET US KNOW IMMEDIATELY IF THERE ARE ANY ERRORS. YOUR ORDER WILL BE ACCEPTED BY US WHEN WE SEND THE SECOND EMAIL TO YOU CONFIRMING YOUR ORDER AND DISPATCH OF THE PRODUCT(S) AND AT THIS POINT THE CONTRACT BETWEEN US ("CONTRACT") IS FORMED. OWNERSHIP OF THE PRODUCT(S) WILL PASS TO YOU ON DELIVERY.

IF THERE ARE ANY PROBLEMS WITH YOUR ORDER, YOU WILL BE CONTACTED BY A REPRESENTATIVE FROM ALAIN DEBAUVE MANUFACTURE.

WHEN YOU SUBMIT YOUR ORDER, YOU ARE OFFERING TO BUY THE PRODUCT(S) AT THE PRICE SET OUT IN THE ORDER. PRICES ARE CHECKED REGULARLY. HOWEVER, IF WE FIND THE PRICE HAS CHANGED OR THAT THERE HAS BEEN A PRICING ERROR WHEN WE RECEIVE YOUR ORDER WE WILL CONTACT YOU AND ASK IF YOU WISH TO PROCEED AT THE CORRECT PRICE. IF YOU CONFIRM THAT YOU DO WISH TO PROCEED, PLEASE REMEMBER THAT WE WILL STILL NOT BE UNDER AN OBLIGATION TO SUPPLY THE PRODUCT(S) UNTIL WE HAVE SENT YOU THE SECOND EMAIL CONFIRMING YOUR ORDER.

PAYMENT

ALL PAYMENTS MUST BE MADE AT THE TIME OF PLACING THE ORDER. PAYMENT FOR ALL PRODUCT(S) MUST BE BY PAYPAL, CREDIT CARD OR DEBIT CARD. WE ACCEPT PAYMENT WITH VISA, MASTERCARD AND AMERICAN EXPRESS. IF WE ARE UNABLE TO ACCEPT YOUR ORDER FOR ANY REASON THEN WE WILL, AT OUR OPTION, EITHER NOT DEBIT YOUR CREDIT CARD OR REFUND ANY MONEY PAID BY YOU IN RESPECT OF THAT ORDER. WE WILL NOT DISPATCH THE PRODUCT(S) UNTIL WE RECEIVE PAYMENT IN FULL.

PRICES ARE LIABLE TO CHANGE AT ANY TIME, BUT CHANGES WILL NOT AFFECT ORDERS WHICH WE HAVE ALREADY CONFIRMED AS DESCRIBED ABOVE.

FOR PAYMENT BY CARD, ALL CREDIT AND DEBIT CARDHOLDERS AND BANK/BUILDING SOCIETY ACCOUNT HOLDERS RESPECTIVELY MAY BE SUBJECT TO AUTHORISATION AND AUTHENTICATION. IF THE ISSUER OF YOUR PAYMENT CARD OR OUR SERVICE PROVIDER REFUSES TO, OR DOES NOT FOR ANY REASON AUTHORISE OR VALIDATE THE PAYMENT, WE WILL NOT BE LIABLE IN THESE CIRCUMSTANCES FOR ANY DELAY OR NON-DELIVERY IN RESPECT OF THE PRODUCT(S) WHICH YOU HAVE ORDERED AS A RESULT.

BY PROVIDING THE RELEVANT INFORMATION TO US, YOU SPECIFICALLY AUTHORISE US TO TRANSMIT

OR TO OBTAIN INFORMATION ABOUT YOU FROM THIRD PARTIES FROM TIME TO TIME, INCLUDING BUT NOT LIMITED TO YOUR NAME, ADDRESS, TELEPHONE NUMBER, DEBIT OR CREDIT CARD DETAILS OR CREDIT REPORTS, TO AUTHENTICATE YOUR IDENTITY AND DELIVERY ADDRESS FOR THE PRODUCT(S), VALIDATE YOUR PAYMENT CARD AND OBTAIN AUTHORISATIONS FOR YOUR PAYMENTS FOR PRODUCT(S).

DELIVERY

WE AIM TO DELIVER PRODUCT(S) TO YOU, TO THE DELIVERY ADDRESS YOU HAVE REQUESTED IN YOUR ORDER WITHIN 2 WEEKS BUT WE CANNOT GIVE AN EXACT DELIVERY DATE.

DAMAGED OR DEFECTIVE PRODUCT(S)

1. SUBJECT TO ANY SPECIFIC WARRANTIES WE OFFER IN RELATION TO PARTICULAR PRODUCTS, OR THOSE WHICH ARE IMPLIED BY LAW, WE DO NOT OFFER ANY WARRANTY OR GUARANTEE ON OUR PRODUCTS.
2. YOU SHOULD INSPECT THE PRODUCT(S) WHEN YOU RECEIVE THEM FOR DEFECTS OR DAMAGE. IF YOU FIND A DEFECT OR DAMAGE YOU MUST TELL US AS SOON AS POSSIBLE AND WE WILL ARRANGE FOR THEIR RETURN TO OUR ALAIN DEBAUVE MANUFACTURE SHOP. IF THE PRODUCT(S) ARE FOUND TO BE DAMAGED PRIOR TO DELIVERY TO YOU, OR DEFECTIVE (THROUGH NO FAULT OF YOUR OWN WEARING OR USE), WE WILL REPAIR OR REPLACE THE PRODUCT(S) OR REFUND THE PRICE PAID BY YOU, INCLUDING ANY DELIVERY CHARGES YOU PAID, PROVIDED THAT YOU HAVE NOT WORN OR USED AND DAMAGED THE PRODUCT(S). IF YOU WOULD PREFER REPAIR OR REPLACEMENT OF THE PRODUCT(S) PLEASE CONTACT US AND WE WILL REPLACE THE ITEM AT NO EXTRA CHARGE TO YOU WHERE THIS IS REASONABLY PRACTICABLE. IN ADDITION WE WILL EITHER REFUND THE COST OF THE RETURN OF THE ITEM TO US BY YOU OR SEND YOU A PREPAID PARCEL WHICH YOU CAN USE TO RETURN THE DAMAGED OR DEFECTIVE ITEM TO US.
3. THESE TERMS OF SALE DO NOT EXCLUDE OUR LIABILITY (IF ANY) TO YOU FOR: PERSONAL INJURY OR DEATH RESULTING FROM OUR NEGLIGENCE;
FRAUD;
ANY MATTER WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE OR TO ATTEMPT TO EXCLUDE OUR LIABILITY.
4. SUBJECT TO PARAGRAPH (III) ABOVE, WE ARE ONLY LIABLE TO YOU FOR LOSSES WHICH YOU SUFFER AS A RESULT OF A BREACH OF THESE TERMS OF SALE BY US. OUR LIABILITY FOR LOSSES YOU SUFFER AS A RESULT OF US BREACHING THESE TERMS OF SALE IS STRICTLY LIMITED TO THE PURCHASE PRICE OF THE PRODUCT YOU PURCHASED AND ANY LOSSES WHICH ARE A FORESEEABLE CONSEQUENCE OF US BREACHING THESE TERMS OF SALE. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND US AT THE TIME YOUR ORDER IS ACCEPTED BY US.
5. SUBJECT TO PARAGRAPH (III) ABOVE, WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND US, INCLUDING BUT NOT LIMITED TO:
LOSS OF INCOME OR REVENUE;

LOSS OF BUSINESS;
LOSS OF PROFITS OR CONTRACTS; OR
LOSS OF ANTICIPATED SAVINGS

6. PROVIDED THAT THIS SHALL NOT PREVENT CLAIMS FOR LOSS OF OR DAMAGE TO YOUR TANGIBLE PROPERTY IN ACCORDANCE WITH YOUR STATUTORY RIGHTS OR PARAGRAPH (IV) OR ANY OTHER CLAIMS FOR DIRECT FINANCIAL LOSS THAT ARE NOT EXCLUDED BY ANY OF THE ABOVE CATEGORIES OF LOSS OF THIS PARAGRAPH (V).
7. SUBJECT TO PARAGRAPH (III) ABOVE, WE ARE NOT RESPONSIBLE FOR ANY DELAY IN, OR FAILURE OF, PERFORMANCE OF OUR OBLIGATIONS UNDER THESE TERMS OF SALE ARISING FROM ANY CAUSE BEYOND OUR REASONABLE CONTROL INCLUDING ANY OF THE FOLLOWING: ACT OF GOD, GOVERNMENTAL ACT, WAR, FIRE, FLOOD, EXPLOSION OR CIVIL COMMOTION, FAILURE IN INFORMATION TECHNOLOGY OR TELECOMMUNICATIONS SERVICES, FAILURE OF A THIRD PARTY (INCLUDING FAILURE TO SUPPLY DATA) AND INDUSTRIAL ACTION.

PLEASE NOTE THAT NOTHING CONTAINED IN THESE TERMS OF SALE IN ANY WAY AFFECTS YOUR STATUTORY RIGHTS.

YOUR RIGHT TO CANCEL

IF YOU ARE A CONSUMER (I.E. YOU ARE NOT PURCHASING EITHER WHOLLY OR IN PART FOR YOUR BUSINESS OR YOU ARE NOT A BUSINESS) YOU HAVE THE RIGHT, IN ADDITION TO YOUR OTHER RIGHTS, TO CANCEL THE CONTRACT (OTHER THAN FOR PERSONALISED OR OTHER PRODUCTS WHICH WE HAVE SPECIFIED AS NON-RETURNABLE) AND RECEIVE A REFUND FROM US. YOU MUST INFORM US IN WRITING AT 7, RUE DES TERREAUX 38440 SAINT-JEAN-DE-BOURNAY OR BY EMAIL AT ALAINDEBAUVEMANUFACTURE@GMAIL.COM IF YOU WISH TO CANCEL WITHIN SEVEN WORKING DAYS, STARTING ON THE DAY AFTER THE PRODUCT(S) ARE DELIVERED TO YOU.

IF YOU CHOOSE TO CANCEL THEN YOU MUST RETURN THE PRODUCT(S) TO US AT YOUR COST AND RISK AND WE ADVISE YOU TO ENSURE THE PRODUCT(S) ARE ADEQUATELY INSURED DURING THE RETURN JOURNEY. YOU MUST ENSURE THAT YOU TAKE REASONABLE CARE OF THE PRODUCT(S).

IF YOU HAVE NOT RETURNED THE PRODUCT(S) WITHIN 14 DAYS OF CANCELLATION OR WHEN REQUESTED BY US TO DO SO, WHICHEVER OCCURS FIRST, WE CAN COLLECT THE PRODUCT(S) FROM YOU AT YOUR COST. DETAILS OF YOUR RIGHT TO CANCEL OR RETURN WILL ALSO BE PROVIDED IN THE DELIVERY NOTE WHICH ACCOMPANIES THE PRODUCT(S).

IN ADDITION TO YOUR RIGHT TO CANCEL ABOVE, PRODUCTS ARE ACCEPTED FOR CREDIT OR EXCHANGE IF RETURNED TO OUR SAINT-JEAN-DE-BOURNAY SHOP IN A SALEABLE CONDITION WITHIN 30 DAYS OF DELIVERY ACCOMPANIED BY YOUR DELIVERY NOTE. SUCH RETURN IS AT YOUR COST AND RISK AND WE ADVISE YOU TO ENSURE THE PRODUCT(S) ARE ADEQUATELY INSURED DURING THE RETURN JOURNEY. YOU MUST ENSURE THAT YOU TAKE REASONABLE CARE OF THE PRODUCT(S).

PLEASE NOTE WE WILL ONLY REFUND IF WE ARE INFORMED WITHIN 7 DAYS OF THE PURCHASE. ALL REFUNDS WILL BE MADE WITHIN 30 WORKING DAYS EITHER:

(WHERE PRODUCTS HAVE NOT BEEN DELIVERED TO YOU AT THE DELIVERY ADDRESS YOU HAVE REQUESTED WITHIN 30 DAYS OF YOUR ORDER) OF OUR CONFIRMATION BY EMAIL TO YOU THAT YOUR ORDER HAS BEEN CANCELLED; OR
(WHERE PRODUCTS HAVE BEEN DELIVERED TO YOU) OF OUR RECEIPT OF THE PRODUCTS YOU HAVE

RETURNED TO US.

OTHER INFORMATION OF WHICH YOU NEED TO BE AWARE

WE MAY NOT NECESSARILY KEEP A COPY OF THESE TERMS OF SALE AND YOUR ORDER. WE ADVISE YOU TO PRINT A COPY OF THEM FOR YOUR INFORMATION IN THE FUTURE. YOU CAN DOWNLOAD A PDF VERSION OF THESE TERMS OF SALE BY CLICKING [HERE](#).

FROM TIME TO TIME WE WOULD LIKE TO BE ABLE TO PASS YOUR INFORMATION TO CAREFULLY SELECTED THIRD PARTIES THAT OFFER PRODUCTS OR SERVICES THAT WE HAVE IDENTIFIED AS LIKELY TO BE OF INTEREST TO YOU.

BY ENTERING INTO AN AGREEMENT WITH US WHEN YOU PLACED AN ORDER, YOU HAVE CONSENTED TO THIS USE OF YOUR DATA. YOU MAY ASK US AT ANY POINT NOT TO SHARE YOUR INFORMATION WITH THIRD PARTIES FOR THIS PURPOSE, BY EMAILING ALAINDEBAUVEMANUFACTURE@GMAIL.COM.

THE CONTRACT AND ALL COMMUNICATIONS BETWEEN US WILL BE CONDUCTED IN THE ENGLISH OR FRENCH LANGUAGE.

THE FORMATION, EXISTENCE, CONSTRUCTION, PERFORMANCE, VALIDITY AND ALL ASPECTS WHATSOEVER OF THESE TERMS OF SALE OR OF ANY TERM OF THESE TERMS OF SALE WILL BE GOVERNED BY THE LAW OF FRANCE.

THE FRENCH COURTS WILL HAVE NON-EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THESE TERMS OF SALE OR USE OF THE WEBSITE.

IF ANY PROVISION OF THESE TERMS OF SALE IS FOUND TO BE INVALID OR UNENFORCEABLE BY A COURT, IT WILL BE DELETED FROM THE REST OF THESE TERMS OF SALE WHICH SHALL REMAIN UNAFFECTED.

NO DELAY OR FAILURE BY US TO EXERCISE ANY POWERS, RIGHTS OR REMEDIES UNDER THESE TERMS OF SALE WILL OPERATE AS A WAIVER OF THEM, NOR WILL ANY SINGLE OR PARTIAL EXERCISE OF ANY SUCH POWERS, RIGHTS OR REMEDIES PREVENT ANY OTHER OR FURTHER EXERCISE OF THEM.

A PERSON WHO IS NOT A PARTY TO A CONTRACT GOVERNING THE TERMS OF SALE BETWEEN YOU AND US IS NOT ENTITLED TO ENFORCE ANY OF ITS TERMS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCEPT WHERE THESE TERMS OF SALE EXPRESSLY PROVIDE FOR SUCH RIGHTS.