

# General Terms and Conditions of Sales

These general Terms and Conditions of Sales shall exclusively apply to the online sales of the products (hereafter the “Products”) manufactured by LOEVE (hereafter the “Seller”) sold to a customer (hereafter the “Buyer”) on the website <https://www.chericheri.fr> (hereafter the “Website”).

Any natural person who does not represent a commercial, industrial, handcraft or liberal activity shall be considered as a Buyer.

These General Terms and Conditions of Sales are the only contractually binding documents between the Parties, regardless of any commercial or technical documentation that are of an indicative nature only.

## Article 1 - Seller designation

LOEVE is a French simplified joint stock company (SARL) whose head office is located at the following address: 15 rue d’Orsel 75018 Paris FRANCE. The company is registered in the Paris Trade and Companies Register under the number 803 871 383 R.C.S Paris.

Community VAT identification number: FR64 803871383

LOEVE can be contacted by mail at: [contact@loeve.fr](mailto:contact@loeve.fr)

## Article 2 - Purpose of the General Terms and Conditions of Sales

The subject matter of these general Terms and Conditions of Sales is to define the legal obligations of the Parties as part of the online sale of the Products by the Seller on the Website.

The Buyer can access these General Terms and Conditions of Sales on the Website.

The Buyer acknowledges and agrees, by checking the provided box, that he is indicating that he has read and that he understands and agrees to be bound by these General Terms and Conditions of Sales. Therefore, it is the Buyer’s responsibility to read carefully these General Terms and Conditions of Sales before placing his order.

By confirming his order, the Buyer accepts these General Terms and Conditions of Sales which storage and copy is done according to French regulations.

These General Terms and Conditions of Sales shall apply to all Products delivered to customers.

## Article 3 - Change of the General Terms and Conditions of Sales

The Seller reserves the right to modify these General Terms and Conditions of Sales at any time without prior notification. The modifications shall apply at the time of their publication on the Website.

Nevertheless, the binding version for the Buyer is the one in force at the time of his order. The Buyer may request the Seller to supply a copy of this version to him.

## Article 4 - Products

### 4.1. Characteristics

For each of the Products sold online, a description detailing its fundamental characteristics is available on the Website, in accordance with the legal provisions applicable to these General Terms and Conditions of Sales.

The Buyer commits to read carefully these characteristics before placing his order.

The photographs and videos on the Website are not contractual documents and shall not bind the Seller.

### 4.2. Conformity

The Products comply with the existing French legislation at the time of their release, including the legislation regarding the health and safety of persons, fair trade and consumer protection.

If the order is placed from a country other than France, the Buyer shall make sure that the Products are consistent with the existing legislation in the country of destination and if they can be imported to the said country.

## Article 5 - Price

The price of each Product appears in its description on the Website.

The Product's price is the one in force on the day of the order, except any evident mistake.

The indicated prices do not include delivery charges. The delivery charges will be estimated at the time of the order validation and invoiced in addition to the initial price.

The prices are expressed in euros. If this currency is not the one used in his country of residency, the Buyer acknowledges that additional costs may be charged according to the method of payment used.

## Article 6 - Online order

### 6.1. Territory and duration

The online sale of the Products provided on the Website shall only be delivered to the geographic areas proposed on the Website.

The online sale of the Products provided on the Website is valid, unless special terms of duration are specified, as long as the Products are displayed on the Website and within the limits of available stocks.

### 6.2. Conclusion of the contract

To place an order online, the Buyer shall click on the tag “Order”. The Buyer shall then provide information regarding the delivery and method of payment. The definitive price including shipping fees will then be displayed. This price will not include any eventual direct and indirect taxes applicable in the Buyer’s state of residency that are not due or collected by the Seller, along with possible custom duties.

Prior to clicking on the tag “Payment”, the Buyer has the opportunity to check one more time the details of his order and its total price and also to return to previous pages to correct any eventual mistake or modify his order.

**Acceptance of the offer by the Buyer is validated, in accordance with the “double-click” process, by the order-validation.**

**Validation of the order leads to acceptance of these General Terms and Conditions of Sales and brings the contract into force.**

Once the order is validated, a web page shall appear confirming that the order has been taken into consideration.

An email acknowledging receipt of the order and its payment shall also be sent by the Seller as soon as possible, provided that the email address the Buyer indicated when he created his user account, is correct.

### 6.3. Modification of the order

Any modification of the order, after its validation, is subject to acceptance by the Seller.

The Seller reserves the right to modify the ordered Products in accordance with

technological developments, as long as there is no price increase or alteration in the quality of the Products or characteristics which lead to the Buyer's consent.

## 6.4. Order validation by the Seller

The Seller reserves the right to refuse any order for legitimate reasons, and in particular, if the amount of Products ordered is abnormally high for a consumer.

## 6.5. Unavailability of the ordered Products

The Seller commits to honor online orders only within the limit of available product stock.

The unavailability of the Products shall be mentioned, as soon as possible, in the description of the Products on the Website.

However, if the Products prove to be unavailable after the order has been validated, the Buyer shall be informed as soon as possible by email.

The Seller shall propose to maintain the order and postpone the delivery of the Product, and indicate a clear delivery date.

Once the Product is available again, the Seller will deliver the product to the Buyer in priority.

If the Buyer refuses the offer, any sums paid shall be refunded within a maximum of thirty (30) days, according to the chosen method of payment.

## Article 7 - Payment

### 7.1. Terms of payment

The price shall be due in full after confirmation of the order.

The price shall be paid online immediately after placing the order. At no point shall the paid sums be considered as a deposit or down payment.

During the ordering process, the Buyer can choose between one method of payment:

- PayPal Payment: The Seller will not access the Buyer's banking data if he chooses this method of payment in accordance with the [Privacy Policy](#). The payment will be made through PayPal payment services. The Buyer shall have a PayPal account to use this method of payment. For more information, the Buyer shall turn to PayPal's website.

### 7.2. Payment default

The Buyer ensures the Seller that he has the required permission to use the payment method he chose.

In the event of non-payment in full or in part, the Seller reserves the right to claim payment, suspend the delivery or cancel the order.

## Article 8 - Archiving and evidence

The archiving of purchase orders and invoices is made on a reliable and durable medium and can be produced as evidence according to French legislation.

The Buyer can request all these documents to the Seller.

## Article 9 - Terms of Delivery

### 9.1. Shipment and delivery schedules

The delivery methods offered are Colissimo, Chronopost and UPS.

Delivery time and shipping fees may vary in accordance with the delivery method chosen by the Buyer and the delivery area.

Delivery time exclude week-ends and holidays.

The estimated delivery date shall be disclosed to the Buyer at the end of the ordering process and, in any case, before the order validation.

The Seller commits, in any case, to deliver the Products within thirty (30) working days after the order validation.

The Buyer shall be informed of the Products' shipment by email, provided that the email address indicated by the Buyer is correct.

### 9.2. Delivery conditions

The Products shall be delivered to the address given by the Buyer during the ordering process.

Claims for a delivery error shall be addressed to the Seller by the Buyer on the delivery day or, at the latest, on the next working day.

The Seller shall respect the delivery process provided for each delivery method. If an order is returned following an incapacity to deliver due to incorrect delivery details given by the Buyer, the Seller reserves the right to charge all additional fees that re-shipping the order would require.

### 9.3. Delivery delay

If the Products are not delivered on time or within thirty (30) working days after validation of the order, the Buyer may rescind the contract.

Unless the delivery time was an essential term of the contract for the Buyer, he shall enjoin the Seller to deliver the Products in a reasonable additional period of time, by registered letter with an acknowledgement of receipt or any other durable medium.

The contract shall be rescinded as soon as the Seller receives the said letter, unless the product was delivered meanwhile.

The Seller shall refund any sums paid by the Buyer within thirty (30) days following the date of rescission.

## 9.4. Control of the delivered products

On the delivery day, the Buyer shall make sure that the delivered products are consistent with his order, especially if the package was opened or damaged. The Buyer shall record on the delivery note any defect or abnormalities.

In case of degradation or partial loss of the Products, the Buyer shall, without fail, in the following three (3) days of the delivery, confirm/notify those abnormalities to the carrier by registered letter with an acknowledgement of receipt and notify the Seller as soon as possible.

The risk of loss or damage is transferred to the Buyer when he, or a third party designated by him other than the carrier, takes physical possession of the Products.

## 9.5. Unavailability of the Products

Cheri Cheri product is a limited edition

## Article 10 - Withdrawal

The Buyer can withdraw his order, without reasons, within thirty (30) days following the day when the Buyer, or a third party designated by him other than the carrier, takes physical possession of the ordered products.

When the order relates to a batch made up of different Products, the withdrawal period shall begin from the day the Buyer, or a third party designated by him other than the carrier, has taken delivery of the final element making up the batch.

### 10.1. Withdrawal notification

Before expiry of the withdrawal period, the consumer shall inform the Seller of his decision to withdraw his order on a durable medium.

To respect the withdrawal delay, the Buyer shall send his communication to the Seller before expiry of the withdrawal delay.

## 10.2. Conditions of return

The Products shall be returned following the instructions given by the Seller in a conditioning allowing remarketing of the Products, with all the accessories delivered as well as the user manual. The Products shall be returned in their original packaging, or at the least in a packaging ensuring an equivalent protection during transportation.

Return fees will be fully charged to the Buyer.

## Article 11 - Warranties

All products sold by the Seller are covered by the legal warranty of conformity as stipulated in articles L.211-4 to L.211-14 of the French Consumer Code and to the legal warranty of the latent defects in articles 1641 to 1649 of the French Civil Code, regardless of the commercial warranty laid down in article 11.2 of these General Terms and Conditions of Sales.

Except in cases of contrary mandatory legal dispositions, these legal warranties shall apply in lieu of any other warranty, expressed or implied, established by another legislation than the one these General Terms and Conditions of Sales are governed by.

### 11.1 Legal warranty

- Warranty of conformity

The Seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery.

He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.

To conform to the contract, the product must:

Be suitable for the purpose usually associated with such a product and, if applicable: correspond to the description given by the Seller and have the features that the Seller presented to the buyer in the form of a sample or model; have the features that a buyer might reasonably expect it to have considering the public statements made by the Seller, the producer or his representative, including advertising and labelling;

Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the Seller and which the latter agreed to.

Action resulting from lack of conformity lapses 1 month after delivery of the product.

In the event of lack of conformity, the buyer shall choose between repair and replacement of the product. The Seller may nevertheless elect not to proceed in accordance with the buyer's choice if that choice gives rise to a manifestly disproportionate cost compared with the other option given the value of the product or the seriousness of the defect. He is then required to proceed with the option not chosen by the buyer, unless this proves impossible.

If neither repair nor replacement of the product is possible, the buyer may return the product and obtain reimbursement of the price or keep the product and obtain reimbursement of a portion of the price.

He has the same option if the solution requested, proposed or agreed pursuant to Article L. 211-9 cannot be implemented within one month of the buyer making his claim or if that solution cannot be implemented without major inconvenience for the buyer given the nature of the product and his intended use.

The sale shall not be cancelled, however, if the lack of conformity is minor.

- Warranty of latent defects

The Seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

The Seller is liable for hidden vices even though he did not know of them, unless he has stipulated that he would not be bound to any warranty.

An action resulting from redhibitory defects must be brought by the buyer within **1 month** from the discovery of the vice.

The Seller warrants the Products against defects in materials and manufacturing for a period of **twelve (12) months (24 inside the European Union)**, provided that the Products are delivered in new condition, in original packaging, by a recognized LOEVE retailer, and used in normal conditions.

The warranty starts the day of the purchase by the original buyer. It is recommended that the Buyer keeps an evidence of the purchase to make it easier for LOEVE to handle any claim regarding this limited warranty.

Without proof of purchase, the date of manufacture, as registered by LOEVE, will be used to determinate the start of the warranty.

During the warranty period, LOEVE shall repair or replace any defective parts within a reasonable period of time.

This limited warranty shall not cover:

- Defects resulting from the non-compliance with the user manual, an improper or unreasonable use, unauthorized alteration or modification of original condition,



accident, lightning, excess moisture, insects, power surges, connection to improper voltage supply, damaged caused by inadequate packing or shipping procedures;

- Aesthetic damages resulting from normal wear, in particular scratches, notches or broken parts;
- Loss of use;
- Loss of income or potential earnings;
- Loss, deterioration or alteration of data;
- Damages caused by use with non-Cheri Cheri products;
- Products purchased from unauthorized retailers;
- Modification or adaptation of the Product to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of products damaged by these modifications.

Shipping fees, insurance or transportation charges to the Seller or any import fees, duties and taxes shall not be covered by this warranty.

**The seller maximum liability shall not exceed the actual purchase price paid for the product.**

In no event shall the Seller be liable for loss of, damage to or corruption of stored data, or for special, incidental, consequential, or indirect damages howsoever caused including without limitation the replacement of equipment and property, and any costs of recovering, programming or reproducing any program or data stored in or used with your Cheri Cheri product or used with it.

## Article 12 - Liability

### 12.1. Exemption from liability

The Seller's liability may not be evoked in case of non-performance or improper performance of the Contract induced by whether action of the Buyer (especially in the placement of his order), or unforeseeable and insurmountable fact of a third party to the contract or to a force majeure event as laid down in article 13 of these General Terms and Conditions of Sales.

### 12.2. Warranty coverage

In any case, and in the absence of contrary mandatory legal dispositions, the seller's liability shall only be engaged for direct and foreseeable damages arising from the non-performance of the contractual obligations.

Indirect damages and/or consequential damages, accessories, special damages (including, but not limited to, loss of profit, loss of opportunity, loss of turnover),

foreseeable or unforeseeable, and even if the parties were notified of such possible damages, shall not give right to an indemnity.

The seller may be held liable only for a demonstrated prejudice, excluding any punitive damages or equivalent, for any legal reason whatsoever that shall be available.

Corporal damages and damages resulting from gross negligence or willful misconduct from the seller or non-execution of its contractual obligations, shall not be affected by this limitation of exemption from liability.

The limitation or exemption from liability set out above shall not be applicable to buyers residing in a state where they are prohibited by mandatory legal dispositions.

## Article 13 - Force majeure

Force majeure is defined as an unforeseeable, unexpected event outside the Parties control.

Are explicitly considered as force majeure, in addition to those usually retained by the decisions of French courts: supply difficulties, communications and transports disruptions and blockage, strikes, fires, floods, storm and earthquakes.

Upon the occurrence of an event of Force Majeure, the obligations of both Parties will be suspended during the said event. The Parties shall resume their obligations when the event of Force Majeure has disappeared.

## Article 14 - Language

In the event of these General Terms and Condition of Sales being translated in another language, the French version shall prevail if any interpretation difficulties arise.

## Article 15 - Applicable law

These General Terms and Conditions of Sales shall be governed by **French law**, in the absence of contrary mandatory provisions.

## Article 16 - Dispute Settlements

### 16.1 Claims and customer service

Any claim shall be addressed to Cheri Cheri Customer Service [contact@chericheri.fr](mailto:contact@chericheri.fr)