



General Terms/conditions of sales, DESIGN'N CHIC SAS

Please click on the link below to download our General Terms and Conditions of Sale (GTCS) established by Haas, Law Society.

[Terms of sales Designnchic \(format .PDF\)](#)

Preamble

DESIGN'N CHIC, a private limited liability company (SARL), having its registered office at 3, rue du Dr. Schweitzer, 59320 Haubourdin, registered with the Register of Commerce of Lille under number 53101066 and represented by Gérant I Desoutter, (Hereinafter "DESIGN'N CHIC") publishes and operates the website accessible from the URLs www.designnchic.com and www.designnchic.fr (hereinafter the "SITE") As such, it will be your contractual partner for Any order placed on the SITE.

Any order placed on the SITE will be governed by these General terms of Sale.

These general terms of sale are concluded between the Company DESIGN'N CHIC on the one hand and the CLIENT, non-professional purchaser of consumer goods intended for his personal use on the other hand.

The CUSTOMER (also named CLIENT) and the Company DESIGN'N CHIC will be called : the PARTIES, in this general terms of sale document

Important

Any order placed on the SITE implies the unreserved full acceptance of these terms of sales, by the CLIENT.

Article 1. Definition

The following terms have the following meanings in these general conditions of sale:

"CUSTOMER" or "CLIENT": means the contractor of DESIGN'N CHIC, which guarantees to have the status of consumer as defined by French law and jurisprudence. As such, it is expressly foreseen that this CUSTOMER acts outside any usual or commercial resale activity. The online purchase on the SITE is not intended for wholesale or retail dealers.

"DELIVERY" means the first presentation of the PRODUCTS ordered by the CUSTOMER at the delivery address indicated at the time of the order.

"PRODUCTS": means all the products available for sale on the SITE.

OGONE SAS has be renamed INGENICO ePAYMENT

All the laws quoted in this document concern French laws, applicable to French companies.

Article 2. Subject of the contract



The present general terms/conditions of sales are intended to set the contractual provisions relating to the respective rights and obligations of the CLIENT and the Company DESIGN'N CHIC in connection with orders placed on the SITE.

These General Terms and Conditions of Sale as well as the indications of the order, when this order is accepted by the company DESIGN'N CHIC, constitute the only contractual commitments of the company DESIGN'N CHIC and the CLIENT.

Ces Conditions Générales de Vente ainsi que les indications de la commande, lorsque cette commande est acceptée par la société DESIGN'N CHIC, constituent les seuls engagements contractuels de la société DESIGN'N CHIC et du CLIENT.

Article 3. Amendment of GTCS

The General Terms and Conditions of Sale apply for the duration of the online release of the PRODUCTS. DESIGN'N CHIC may at any time modify them.

These changes will come into effect immediately after they are posted on the SITE.

Only the general conditions of sale published on the day of the order are applicable to this one.

They are brought to the knowledge of the CUSTOMER and accepted by the latter at the time of the order.

Article 4. Nature of the General Condition of sales

These general terms and conditions of sale do not, in any way, confer to the CUSTOMER the status of employee, agent, agent or representative DESIGN'N CHIC.

The PARTIES further declare that these general conditions of sale may in no case be considered as constituting a legal entity or any legal entity and that any form of affectio societatis is formally excluded from their relations.

Article 5. Marketed products

The SITE offers for sales : various PRODUCTS created, or at least selected by DESIGN'N CHIC.

The essential features (qualitative and quantitative) of the PRODUCTS are described on the SITE as precisely as possible, if necessary according to the indications communicated by the DESIGN'N CHIC suppliers.

As such, it is specified that if a PRODUCT is to be assembled, the CUSTOMER will be in charge of carrying out said assembly.

The offers of PRODUCTS are valid as long as they are visible on the site within the limit of the available stocks or the conditions specified on the site.

In the absence of availability of the product, DESIGN'N CHIC undertakes to inform the CLIENT as soon as possible by any appropriate means.

In such a situation, the CLIENT will have the choice between:

Or (i) to cancel the order, it will be refunded the payment of the amounts that it would have already paid within 30 (thirty) days from the cancellation of the order

Or (ii) if the product is likely to become readily available, to wait for the new delivery deadline as indicated by DESIGN'N CHIC.

All effort is made to ensure that the pictures of the PRODUCTS appearing on the SITE are true to the original products. However, variations may occur, - in particular due to the technical limitations of color rendering on customers' computer equipment, or the craftsmanship of certain products- , so that DESIGN'N CHIC SARL will not be responsible for the resulting variations not of its fact, or of non-substantial variations, or of the artisanal character of certain products.

Article 6. Order

6.1 Conditions to place a purchase Order

The CLIENT has to :

- be at least 18 years old and have the legal capacity to pass and honor any order or hold an authorization to pass and honor any order and be able to justify it at any time, Upon request of the company DESIGN'N CHIC SARL;

And

- be a physical person acting in accordance with his or her personal needs (any order that the CLIENT makes must meet the normal needs of an individual) or a "final buyer" legal person (representing a company) acting differently than reselling the ordered product.

6.2 Process to place an order

Orders are placed in accordance with the procedure provided on the site and explained below.

To place a direct order via the Internet, the CLIENT must follow the following process:

1. The customer fills his / her basket with the items / quantities he wishes to buy, in particular by going to the article's descriptive page
2. By clicking on command, the client initiates the process of placing an order. It is then necessary to complete the information necessary for this order: contact, billing address, delivery address, means of payment. At this point, it can go back to modify the contents of the basket. If it validates, and
3. Pursuant to article 1369-5 of the Civil Code relating to the conclusion of a contract in electronic form, the customer will see the details of his order which contains the PRODUCTS, references, selected quantities, unit price and total price. At this point, it can always go back to modify the addresses, method of payment, or even the contents of the basket and correct any errors. He checks his order. It has access to the General Terms and Conditions of Sale, by clicking on the footer. By validating his order (Click on PAYMENT, he validates to have taken cognizance of these GTCS, and it is redirected towards the secured space of the payment.

4. The customer shall fill in the confidential information concerning the payment of his order. (A) The secure payment process Ogone applies for a credit card payment. As soon as the payment is made, Ogone sends an email confirming its payment transaction, as soon as the customer returns to the DESIGN'N CHIC site (this return is likely to be automated). (B) For payment by bank transfer, once the payment is made, the site confirms to the customer an email confirming his bank transaction of payment and DESIGN'N CHIC warns the customer when the amount of the transfer is effectively received on the (C) The Secure Paypal payment process applies for a paypal payment. The customer is notified by Paypal of his payment as soon as the customer returns to the site of DESIGN'N CHIC, (this return is likely to be automated).

5. DESIGN 'N CHIC sends an acknowledgment by email to the email address indicated in the order. The orders are firm, they cannot be conditional. It is specified that no order can be taken into account if it is not immediately followed by the corresponding secure payment by credit card, validated by OGONE SAS, or by bank transfer, or by Paypal, when this method of payment Will be activated on the site

6.3 Order Analysis System (Fraud Detection)

(A) The information related to your order is subjected to an automated data processing process managed by OGONE SAS (secure payment service provider). The purpose of this automated data processing is to define a level of analysis of a transaction and to combat credit card fraud.

OGONE SAS and DESIGN'N CHIC are the recipients of the data related to your order.

(B) The information in connection with your order is subjected to an automated data processing process managed by Ogone, or processed by the DESIGN'N CHIC Bank and is to be used to effect the transfer ordered by the CLIENT

OGONE SAS The Bank of DESIGN'N CHIC and DESIGN'N CHIC are the recipients of the data related to your order.

(C) The information related to your order is subjected to an automated data processing process managed by PAYPAL (secure payment service provider, simplified on-line bank account). The purpose of this automated data processing is to define a level of analysis of a transaction and to combat credit card fraud.

PAYPAL and DESIGN'N CHIC are the recipients of the data related to your order.

In the 3 cases of process of payment,

The non-transmission of data in relation to your order prevents the realization and analysis of your transaction.

The occurrence of an arrears due to a fraudulent use of a bank card will entail the registration of the contact details related to your order associated with this delinquency within an incident payment file implemented by OGONE SAS. An irregular declaration or an anomaly may also be the subject of a specific treatment.

In accordance with the French Data Protection Act of 6 January 1978, you have the right to information, access, rectification and opposition to all your personal data at any time by writing, And by proving your identity, to OGONE SAS - Service Informatique et Libertés - 5 rue de Rochechouart, 75009 PARIS.

The terms and conditions of use of Paypal are defined by Paypal, and the account that the customer has opened to use it



It is specified that DESIGN N CHIC reserves the right to refuse, without liability, any order from a CUSTOMER for just cause, in particular if there is a doubt about solvency or a dispute relating to the Payment of a previous order.

6.4 Receipt of the order

As mentioned in article 6.1, upon registration of the order, DESIGN'N CHIC SARL acknowledges receipt by email.

The proof of the order results from the electronic forms filled by the CLIENT and from the confirmation addressed by DESIGN'N CHIC SARL to the electronic address communicated by the CLIENT.

Article 7. Modification of the orders

Orders are in principle not subject to change due to the immediate execution of these orders.

However, the modification of an order by the CUSTOMER may be taken into consideration if it is done with the Customer Telephone Service at 33 (0) 6 52 31 06 11, (Cost of a call without a surcharge) before shipment of the ordered products and subjected to the acceptance of DESIGN'N CHIC.

Article 8. Price, invoicing, and payment

Article 8.1. Price and invoicing

The prices displayed on the website of the company DESIGN'N CHIC SARL are subject to change at any time. Obviously, the price applied to the CUSTOMER is the one displayed on the site at the time of placing an order, except in the case of a manifest error in displaying the price of the product on the site (Priceless Price).

These prices are applicable exclusively in connection with the sale on The SITE and are not opposable to DESIGN'N CHIC for any sale that would be made by another channel.

They are indicated in euros all taxes included (VAT included) including French VAT at the rate applicable on the day of the order. The invoice mentions for a delivery in the European Union this price including tax, the price excluding taxes and the amount of French VAT legally applicable, and for a delivery outside European Union, the amount HT.

The transport and packaging costs are added to the price of the products and are mentioned separately before the payment (the transport rate applied can be displayed during the order process, after the delivery address has been entered)

An invoice is established for all orders and sent by email to the CLIENT after delivery.

Article 8.2. Payment

The payment of the order by the CLIENT must be done on line at the time of the placing of this one, by credit card or other means of payments authorized on the site, validated by OGONE SAS, by Paypal, or by DESIGN 'N CHIC bank.

All orders are payable in euros.



Bank cards or credit cards accepted are: Visa®, Mastercard® (by OGONE/Ingenico epayment), or Paypal (when the service will be opened on the site).

The site also accepts Bank transfer (via OGONE SAS)

The shipment of the order to the CUSTOMER takes place only after verification of the method of payment and reception of the debit authorization of his card, or receipt of the transfer to the bank account of DESIGN'N CHIC.

8.3 Order from Abroad (out of France)

It is possible to order PRODUCTS from the following countries: France, Monaco, Belgium, Luxembourg, Switzerland. Other Counties may be open to order from DESIGN'N CHIC site, later on, such as: Italy, Spain, Portugal, Germany, Austria, Netherlands, Sweden, Finland, UK, USA, CANADA, Australia, Japan, China, Taiwan.

For any order from a country outside the European Union, the CLIENT is the importer of the PRODUCT (S) ordered.

For all products shipped outside the European Union, the price will be automatically stopped and mentioned on the invoice and on the postal and customs shipment forms. Customs duties, other local taxes, import duties or state taxes may be chargeable. These rights and sums are not under the responsibility of DESIGN'N CHIC and do not fall under its responsibility. They shall be fully chargeable to and under the responsibility of the CLIENT both in terms of declarations and payments to the competent authorities and / or bodies.

In this respect, the CUSTOMER is advised to obtain information from the competent authorities of his country.

Article 9. Delivery

9.1 Methods of delivery

Products purchased on the SITE are delivered to the delivery address indicated by the CLIENT when ordering.

A confirmation of the shipping date is sent by email by DESIGN'N CHIC to the CLIENT. The parcel is delivered by COLISSIMO or MONDIAL RELAY and is delivered to the addressee against signature of a delivery note, to the delivery address indicated during the ordering process, (COLISSIMO method) or at a nearby location (MONDIAL RELAY), as indicated during the ordering process.

The delivery via COLISSIMO or MONDIAL RELAY is delivered to you by hand in exchange for your signature. It is the CUSTOMER's responsibility to ensure the exterior appearance of the packaging and to note on the delivery note any visible damage on the packaging.

9.2. Delivery leadtimes

Unless longer delays in manufacturing, processing, shipment and / or routing are exceptionally required (major forces), or in the case of holidays, (which DESIGN'N CHIC would inform, as the case may be, CUSTOMER on receipt of his order), the products ordered are delivered:



- Within forty five (45) days maximum in all countries of the European Union, from receipt of the CLIENT's order;
- Within sixty (60) days maximum for countries outside the European Union, from receipt of the CLIENT's order.

All these maximum periods are typically increased by 15 days for orders including customized products, provided that the personalization information is delivered by the customer to DESIGN'N CHIC when ordering, on a medium compatible with the personalization tools, And that the customer has given his approval of the voucher when DESIGN'N CHIC requests it.

For a delivery to Metropolitan France (including Corsica) the delivery time is generally fifteen (15) days from receipt of the order of the CLIENT, excluding personalized products;

It is specified that any change of delivery address made by the CLIENT after the registration of the order can lead to an extension of the delivery time.

It is also specified that a delay in delivery can not give rise to penalties.

Some products that are out of stock cannot be ordered but nevertheless remain visible on the site

Article 10. Title Proprietary

The PRODUCTS delivered remain the property of DESIGN'N CHIC SARL until the complete payment of the price by the CLIENT (actual settlement of the settlement by DESIGN'N CHIC).

The transfer of the risks on the PRODUCTS takes place on shipment of the products to the CLIENT.

Article 11. Receipt of products

It is the responsibility of the CUSTOMER to ensure the receipt of the PRODUCT and to verify, at the time of the reception, without delay, the conformity of all the PRODUCTS shipped. Thus, the CUSTOMER will indicate, where applicable, on the delivery note in the form of handwritten reserves accompanied by his signature any anomalies found (open package, damaged product ...).

In accordance with the provisions of article L 133-3 of the Commercial Code, the CUSTOMER has the obligation to notify the carrier of his protests motivated by registered letter within three (3) working days following receipt of the goods and this under penalty Forfeiture of his rights both to the carrier and to the seller.

In any case, the responsibility of DESIGN'N CHIC will never exceed the limits of the liability of the carrier.

Any claim, reservation or dispute must be precise and written.

Consequently, any complaint made to the Customer Phone Service must be confirmed in writing to DESIGN'N CHIC SARL 3, rue du Dr. Schweitzer, 59320 Haubourdin

Article 12. Legal right of withdrawal

Article 12.1. Right to retract

Pursuant to Article L.121-20 of the Consumer Code, the CLIENT shall have fourteen (14) calendar days from receipt of the PRODUCT ordered on the SITE to exercise his right of withdrawal without having to justify reasons nor pay penalties.

Where the fourteen day period expires on a Saturday, Sunday, or a public holiday, it shall be extended to the next working day.

It is underlined that the right of withdrawal cannot be exercised by the CUSTOMER for the contracts of supply of products manufactured according to CLIENT specifications or clearly personalized (silkscreen, engraving) or customized (color, quality) according to the article L.121-20-2 of the Consumer Code.

For example, a product order, based on an image file submitted by the CUSTOMER or requested by the CUSTOMER, and laser engraved on this product or a first name entry written on a key holder ordered by the CUSTOMER, according to its request, cannot be retracted.

In the event of exercise of the right of retraction DESIGN'N CHIC undertakes to reimburse to the CUSTOMER all the sums paid, except the expenses of return, as soon as possible and at the latest within thirty (30) days Following the date on which that right was exercised. This reimbursement is made by any means of payment and in particular by crediting the CUSTOMER 's bank card or credit card.

Article 12.2. Procedure for exercising the right of withdrawal

When the CUSTOMER exercises his right of withdrawal by sending the PRODUCTS to DESIGN'N CHIC, the products must be returned in perfect condition (without scratching, breakage and other damage) and complete, with their accessories (screws ...) in The original packaging (or in a packaging that protects the product perfectly during the return transport), to the following address:

DESIGN'N CHIC
3 rue du Docteur Schweitzer
59320 Haubourdin.

To facilitate the refund, DESIGN'N CHIC kindly ask his CLIENT to add invoice of his purchase or a copy of it in case of partial return, as well as the users instruction notes, to the return of the PRODUCTS.

The return of the PRODUCTS is done under the responsibility of the CLIENT. Given the value of the Products, it is therefore advisable for the CUSTOMER to carry out the return in follow-up (example: Colissimo®) or in registered order with acknowledgment of receipt, with insured value declared at the purchase price of the PRODUCT. The costs of return of the PRODUCT are the responsibility of the CLIENT.

Article 13. Legal Warranty

If, despite of all the care we take in our products, the PRODUCT (s) delivered have a lack of conformity or a hidden defect, the CLIENT has additional legal rights, according to the articles



L.211-4 , L.211-5 and L.211-12 of the Consumer Code, as well as articles 1641 and 1648 of the Civil Code.

As such, any lack of conformity must be indicated by the CUSTOMER as soon as the delivery and as soon as possible, using the form of contact on the site, menu "CONTACT".

Furthermore, in accordance with article 1642 of the Civil Code, DESIGN'N CHIC is held to account for the hidden defects of the thing sold which make it unsuitable for the use for which it is intended or which so diminish that use, The buyer would not have acquired it, or would have given a lesser price if he had known them.

It is stated that the products are guaranteed under normal conditions of use. The warranties do not apply to normal wear and tear, misuse, or improper maintenance.

Some products, such as wood for exemple, are natural and "live" products, so that certain characteristics such as color, appearance, finishes may vary and are not a defect.

In the event of proven defect of conformity or of hidden defect, the CUSTOMER benefits from the replacement of the defective product in the same way, within the limit of the available stocks.

In the event that a replacement or repair is impossible, DESIGN'N CHIC undertakes to return the price of the PRODUCT within 30 days of receipt of the returned product and in return for the return of the PRODUCT by the CLIENT to the following address Design ' N Chic SARL, 3 Rue du Docteur Schweitzer, 59320 Haubourdin.

Article 14. Responsibility

In no event shall DESIGN'N CHIC be held liable:

- in case of non-performance or poor performance of the contractual services that would be attributable to the CUSTOMER, in particular due to the seizure of the order;
- In case of damage resulting from the violation of the security of its website by a third party not authorized and not attributable to its negligence.

DESIGN'N CHIC shall not be held liable or deemed to have failed in these Terms for any delay or non-performance, where the cause of the delay or non-performance is related to a case of force majeure as defined by the Jurisprudence of the French Courts.

Article 15. Claims / Communication with Design'n Chic

DESIGN'N CHIC makes available to the CLIENT a "Customer Telephone Service" at the following number:

- 06 52 31 06 11, (Cost of a normal call, not surcharged, from France).

Any written complaint from the CLIENT must be sent to the following address: DESIGN'N CHIC 3 rue du Docteur Schweitzer, 59320 Haubourdin



In addition, all correspondence must be sent via the forms accessible through the "Contact" menu, specifying the contact details of the person concerned and the subject of the correspondence.

Article 16. Personal data

In accordance with the Data Protection Act of 6 January 1978 as amended by the law of 6 August 2004, the CUSTOMER'S personal data (surname, first name, company name, function, electronic and geographical address, telephone number, fax number and information Banking) are collected by DESIGN'N CHIC for the purposes of good management of orders, deliveries and invoices.

It undertakes not to distribute its client file to third parties. The data of the CUSTOMER is kept confidential by DESIGN'N CHIC in accordance with the CNIL declaration of DESIGN'N CHIC N ° 1514372, for the needs of the contract, its execution and in compliance with the law mentioned above.

As such, the CUSTOMER has at all times a right of access, modification, rectification and suppression of the personal information collected by DESIGN'N CHIC concerning him.

To exercise this right, the CLIENT can either contact DESIGN'N CHIC using the CONTACT form or send a letter to the company DESIGN'N CHIC SARL, 3 rue du Docteur Schweitzer, 59320 Haubourdin.

It is specified that the CUSTOMER must be able to prove his identity, either by scanning an ID or by sending a photocopy of his ID to DESIGN'N CHIC.

By placing the order, the CUSTOMER authorizes DESIGN'N CHIC to use the nominative data that it provides to him for the management of deliveries and billings. As such, the CUSTOMER is informed that this data will be communicated to delivery organizations, invoicing companies, suppliers / subcontractors of DESIGN 'N CHIC for the purpose of delivery and invoicing applicable

Article 17. Intellectual Property

The trademarks, logos, slogans, graphics, photographs, animations, videos and texts contained on the SITE are the exclusive intellectual property of DESIGN'N CHIC and may not be reproduced, used or represented without the express authorization of DESIGN'N CHIC, Under penalty of prosecution.

Any total or partial representation of the SITE and its content, by any means whatsoever, without the express prior authorization of DESIGN'N CHIC is prohibited and will constitute an infringement punishable by Articles L.335-2 et seq. And Articles L.713-1 et seq. Of the Intellectual Property Code.

DESIGN'N CHIC expressly prohibits:

1. The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the contents of a database on another medium, by any means and in any form whatsoever;
2. Re-use, by making available to the public all or a qualitatively or quantitatively substantial part of the content of the database, whatever the form.

Article 18. Archiving the contract

Any contract concluded with the CUSTOMER corresponding to an order for an amount greater than 120 euros VAT included will be archived by DESIGN'N CHIC for a period of ten (10) years in accordance with Article L. 134-2 of the Consumer Code .

To access the contract, the CLIENT may apply request to DESIGN'N CHIC

Article 19. General Provisions

The fact that one of the PARTIES has not required the application of any clause of these general conditions of sale, either permanently or temporarily, can under no circumstances be considered as a waiver of said clause .

These general conditions of sale do not confer any exclusivity as regards the supply of services or guarantee of quality to the CLIENT.

Should any of the provisions of these general conditions of sale become null and void under a legislative or regulatory provision in force and / or a court decision having the force of res judicata, it shall be deemed to be not written but will not, in any way, affect the validity of the other clauses which remain fully applicable.

The PARTIES will come closer in this case to agree on a new provision to replace the one declared null and void on the understanding that the new provision should respect as much as possible the spirit and economic impact on the PARTIES of the superseded provision.

Article 20. Governing law – Jurisdiction

These General Conditions of Sale and any order placed on the SITE are subject exclusively to French law.

In case of dispute, only the French courts will be competent.