

LA MAISON DE VERRE GENERAL CONDITIONS OF SALE – ENGLISH EDITION

These General Conditions of Sale (hereinafter "GTC") are concluded between:

LA MAISON DE VERRE

4 Aigude Haut

Lourdoueix St Pierre

23360

France

R.C.S. Gueret

SIRET: 888 236 510

Hereinafter referred to as "LA MAISON DE VERRE",

And

Anyone wishing to make a purchase via the LA MAISON DE VERRE website, accessible at the following address <https://lamaisondeverre.fr> (hereinafter referred to as "the Site"), hereinafter referred to as "the Customer".

The following general conditions are intended to apply to any order made by consumers through our website. These general conditions are those in force from 30/09/2020.

ARTICLE 1: FIELDS OF APPLICATION AND ACCEPTANCE OF CONDITIONS

These GTC (General Terms & Conditions) are intended to govern the relationship between LA MAISON DE VERRE and the Customer, as well as the conditions applicable to any purchase made through the site <https://lamaisondeverre.fr>. Consequently, the fact of placing an order implies the Customer's full and unreserved acceptance of these GTCS, to the exclusion of all other documents such as catalogs, prospectuses etc. issued by LA MAISON DE VERRE and which are only indicative. Any contrary condition opposed by the Customer will, therefore, in the absence of express acceptance, be unenforceable against LA MAISON DE VERRE, regardless of when it may have been brought to its attention. The fact that LA MAISON DE VERRE does not avail itself at a given time of any one of these general conditions cannot be interpreted as a waiver of the right to avail itself

subsequently of any of said conditions. The customer can consult these general conditions of sale simply, freely and at any time by clicking on the link "GTC". Thus, any order for items placed by a customer will imply the customer's final and irrevocable agreement to all of the general conditions of sale presented below. LA MAISON DE VERRE reserves the right to adapt or modify these general conditions of sale at any time. In the event of modification, the general conditions of sale in force on the day the order is placed will be applied to each order.

ARTICLE 2 - ORDERING PROCESS

Before placing an order, the Customer selects the desired product, the characteristics of which (in particular name, price, quantity, color, description) that he declares to accept, have been sent to him or appear on the Site. The Customer must then enter certain valid identification data, necessary to identify him, namely:

- Name, first name, billing address, delivery address if different from the billing address, e-mail address, telephone number.

The Customer can, if he wishes, create an account on the site in order to keep his identification data for a possible next purchase. The Customer, after having checked the box indicating that he has read and accepted the General Conditions, then validates his order and proceeds to payment of the price and delivery costs by choosing the method of payment, namely Paypal or payment by credit card.

A summary of the order will be accessible to the Customer through his Customer account if he has opened one, or by the email sent to him after validation of the order. This confirmation email will also contain a copy of the General Conditions in force, which it is the Customer's responsibility to keep. In the absence of compliance with the General Conditions by the Customer, in particular with regard to the payment of an order, LA MAISON DE VERRE reserves the right to suspend its service and, if applicable, suspend or terminate the Customer's account. Prior to any such measure, the Customer will be notified as soon as possible by LA MAISON DE VERRE, mentioning of the possibility for the latter to regularize his situation, as well as the possibility of contesting the elements with which he is accused. Consequently, LA MAISON DE VERRE reserves the right to refuse any order from a Customer with whom there is such an open dispute. In accordance with Article 11 of the General Conditions, the Customer has in all cases a right of opposition, access, and rectification of all data concerning him kept by LA MAISON DE VERRE.

ARTICLE 3: PRODUCTS AND AVAILABILITY.

LA MAISON DE VERRE undertakes, as part of an obligation of means, that the colors and patterns presented in the photos of the products are faithful to the original products and to verify the accuracy of the texts, photographs, or graphics relating to the product. The essential characteristics of the LA MAISON DE VERRE products are described alongside one or more photographs which may, despite all the precautions taken by the company LA MAISON DE VERRE, contain minimal differences with the article offered for sale which may come from the shooting distance, the treatment of photographs and the mode of transmission and display of data on the screen. LA MAISON DE VERRE cannot be held responsible for this.

The products are marketed within the limits of available stocks.

ARTICLE 4: PRICE AND SHIPPING COSTS

4.1 PRICE

Prices are expressed in euros including tax and are exclusive of transport costs. For delivery outside the European Union, the customer will have to pay customs duties, VAT or other taxes due on the occasion of importing the products into the country of the place of delivery. The related formalities are also the sole responsibility of the customer, unless otherwise specified. The customer is solely responsible for checking the possibilities of importing the products ordered under the law of the territory of the country of delivery. An invoice will be established on request by the company LA MAISON DE VERRE. The customer must specify the address for sending the invoice. LA MAISON DE VERRE reserves the right to modify its prices at any time, in particular in the event of an increase in charges, the VAT rate or in the event of an obvious error, but undertakes to apply the prices in force at the time of your order, subject to availability on that date.

4.2 SHIPPING COSTS

The customer will have to pay the transport costs, except if he receives a special offer exempting it. The shipping costs include a contribution to the costs of preparation and packaging and the costs of postage. They are all inclusive. Only the geographical area, the type of product and the shipping method chosen by the Customer vary the amount (see details of shipping costs). The Customer is advised to group together all of their products in a single order; Since LA MAISON DE VERRE is unable to combine two separate orders, shipping costs will be charged for each order.

ARTICLE 5: TERMS OF PAYMENT AND SECURITY.

Payment of the full price is due upon ordering. The customer undertakes to pay the price stipulated for the product ordered on the online store (price of products and transport) as well as to pay or have paid, if applicable, and this directly to the freight forwarder or carrier, the customs duties, VAT or other taxes due on the occasion of the importation of the products into the country of the place of delivery. The customer pays for his order according to the terms offered on the online store. Payment terms and security: To maximize the security of your payments, LA MAISON DE VERRE uses "PayPal" as a payment solution by credit card. To be able to pay by Credit Card, it is not necessary to have a Paypal account. With this system, payment by credit card or through a Paypal account is made directly on PayPal's secure server on behalf of LA MAISON DE VERRE. At no time will the card number be communicated to LA MAISON DE VERRE. Your credit card data is encrypted using SSL 128 (Secure Socket Layer) and never travels unencrypted over the network. Payment is made directly to the bank. LA MAISON DE VERRE has no access to this data, and does not keep it on its servers. This is why they are requested again with each new transaction on our site.

DEFAULT OF PAYMENT:

LA MAISON DE VERRE reserves the right to refuse to make a delivery or to honor an order from a consumer who has not fully or partially paid a previous order or with whom a payment dispute is being administered. Payment for an order can return unpaid at any time up to 120 days from placing the order. As a result, LA MAISON DE VERRE reserves the right, at its sole discretion, not to ship a package whose payment, IP address or delivery address could appear doubtful or dangerous for its own account or that of a third party. LA MAISON DE VERRE will then have no indemnity or compensation of any kind to pay as it affects the safety of its own customers, suppliers and service providers.

ARTICLE 6: DELIVERY TERMS.

6.1 PLACE OF DELIVERY:

Orders placed through our Site can be shipped anywhere in the world. All orders are delivered to the delivery address mentioned at the time of the order or by default in the Customer contact sheet appearing in their account. In the context of a payment by PayPal, the Customer must verify that his address used for his PayPal account is the same as the desired delivery address, or enter a different required delivery address on the PayPal form. In the event of an error on the part of the Customer when communicating their data or insufficient information, resulting in a return of the Product by the carrier, it will be reshipped at the customers expense.

6.2 DEADLINES AND MODALITIES OF EXECUTION:

The order will be executed within an average of 5 working days following the date of payment, subject to the availability of the product ordered and unless specifically agreed between the two parties. However, the Customer expressly acknowledges that the delivery period may be extended by 20 days for deliveries made outside mainland France. In the event of a stock shortage, or unavailability of the product ordered, LA MAISON DE VERRE undertakes to inform the Customer as soon as possible and to specify an availability period. The Customer will confirm by e-mail his choice between either waiting for the availability of the product or being reimbursed, to the exclusion of all damages.

A delay in delivery cannot give the right to any deduction, penalty, compensation or compensation.

6.3 DELIVERY DEFAULT:

If 30 (thirty) days after the order, the product has not been delivered, for any reason other than a case of force majeure, the sale may then be resolved at the request of one or the other party by *Recommandé avec accusé de réception* letter, excluding any damages. The following are considered to be force majeure releasing LA MAISON DE VERRE from its obligation to deliver: war, riot, fire, strikes, accidents, regulations or requirements of the public authorities, or any other inevitable, unforeseeable event and beyond LA MAISON DE VERRE's control. LA MAISON DE VERRE will keep the Client informed, in a timely manner, of the cases and events listed above. LA MAISON DE VERRE will reimburse the Customer for all sums paid, at the latest within 14 (fourteen) days following the date on which the contract was terminated.

6.4 DELIVERY:

In any event, delivery on time can only take place if the Customer is up to date with his obligations towards LA MAISON DE VERRE.

On delivery, the Customer must check the content, compliance and condition of the product (s). In the event of a problem, the Customer must comply with the complaints procedure referred to in Articles 10 and 11 below.

ARTICLE 7: OUT OF STOCK OR UNAVAILABILITY.

In the event of a stock shortage or unavailability of the product ordered, LA MAISON DE VERRE undertakes to inform the customer as soon as possible. LA MAISON DE VERRE will specify an availability period and offer him the possibility of reimbursing it or providing him with a product of equivalent price and quality. The customer will confirm by e-mail his choice either to wait for the availability of the product, or to receive a product of equivalent price and quality or to be reimbursed, to the exclusion of all damages. In the event of reimbursement chosen by the Customer, the latter will take place within 30 days of the order. To this end, he will communicate his bank details to LA MAISON DE VERRE. However, if 3 months after the indicative delivery date, the product has not been delivered, for any reason other than a case of force majeure, the sale may then be resolved at the request of one or the other party to the exclusion of all damages. The following are considered as force majeure releasing LA MAISON DE VERRE from its obligation to deliver: war, riot, fire, strikes, accidents, regulations or requirements of the public authorities, or any other inevitable, unforeseeable event and beyond the control of LA MAISON DE VERRE. LA MAISON DE VERRE will keep the Customer informed, in a timely manner, of the cases and events listed above.

ARTICLE 8 - RESERVATION OF OWNERSHIP

LA MAISON DE VERRE expressly reserves ownership of the products delivered, until full payment of their price in principal and interest, if applicable. Failure to pay may result in LA MAISON DE VERRE claiming the products from the Customer. The above stipulations do not preclude, from the receipt by the Customer, the transfer to the benefit of the Customer of the risks of loss or deterioration of the products as well as the damage they could cause.

ARTICLE 9: RESPONSIBILITIES.

LA MAISON DE VERRE cannot be held responsible for non-performance of the contract due to a case of force majeure, fortuitous event, disruption or total or partial strike, in particular of postal services and means of transport and / or communications, flooding, 'fire. The choice and purchase of a product are the sole responsibility of the customer. The total or partial inability to use the products, in particular due to incompatibility of the equipment, cannot give rise to any compensation, reimbursement or questioning of the liability of LA MAISON DE VERRE.

ARTICLE 10: RIGHT OF WITHDRAWAL

The Customer has 14 (fourteen) calendar days from receipt of his order to notify LA MAISON DE VERRE that he wishes to exercise his right of withdrawal. He is

informed that the return of the product (s) will take place, at his expense, for exchange or refund, in accordance with Article L 212-21-3 of the Consumer Code. If this period expires on a Saturday, Sunday or a public holiday, it is extended until the next working day.

In the event of the purchase of several products, in a single order and delivered separately, the withdrawal period begins on the day the Customer takes physical possession of the last product.

Notification of the exercise of the right of return can be made by e-mail to the address admin@lamaisondeverre.fr or by *Recommandé avec accusé de réception* letter.

The Customer may in particular use the following text:

For the attention of LA MAISON DE VERRE, 4 Aigude Haut, Lourdoueix St Piere, 23360 - or at, admin@lamaisondeverre.fr

I / we (*) hereby notify / notify you of my / our (*) withdrawal from the contract for the sale of the property (*) / for the provision of services (*) below:

Ordered on (*) / received on (*):

Name of consumer (s):

Address of consumer (s):

Bank details for reimbursement:

Signature of consumer (s) (only if this form is notified on paper):

Date:

LA MAISON DE VERRE will acknowledge receipt of Customer's request.

After notifying LA MAISON DE VERRE of its desire to benefit from the right of withdrawal, the Customer has 14 (fourteen) days to return the product in its original condition and packaging to LA MAISON DE VERRE's address.

It must not have been used, or have suffered any damage, however minimal, and be in a perfectly clean condition. This right of withdrawal is exercised without penalty, with the exception of return costs which remain the responsibility of the Customer. Within a maximum period of 14 (fourteen) days from receipt of the product at LA MAISON DE VERRE's address, the Customer will be reimbursed for amounts paid.

ARTICLE 11: CLAIMS AND GUARANTEES

LA MAISON DE VERRE makes no warranty for apparent defects, detectable after normal examination of the product, which may affect said delivered product which has not been reported by the Customer under the conditions set out below.

The Customer remains responsible for the depreciation of the products that would result from handling the products other than those necessary for the use of the products.

11.1 LEGAL GUARANTEE OF CONFORMITY:

The legal guarantee of conformity covers defects in conformity of the product and the packaging in the following situations:

-While unsuitable for the use usually expected of similar goods,

-Goods that do not correspond to the description given by the seller,

- Goods which do not have the qualities announced by the seller or agreed with the Customer.

To benefit from the legal guarantee of conformity, the product defect must exist on the date of acquisition. The legal guarantee of conformity applies independently of any commercial guarantee granted.

The Customer has a period of 2 (two) years to return the product to LA MAISON DE VERRE , 4 Aigude Haut, Lourdoueix St Pierre, 23360 by attaching to its shipment (i) a letter explaining the problem indicating the date of discovery of the non-conformity, (ii) the delivery note and (iii) the invoice.

In the event of a lack of conformity, the Customer chooses between repair and replacement of the product. However, LA MAISON DE VERRE may not proceed according to the Customer's choice if this choice results in a manifestly disproportionate cost compared to the other modality, taking into account the value of the goods or the importance of the defect. He is then required to proceed, unless this is impossible, according to the other modality. If repair and replacement of the product is not possible, the Customer may return the product and have the price returned, or keep the product and have part of the price returned. The resolution of the sale cannot however be pronounced if the lack of conformity is minor.

The Customer is exempt from providing proof of the existence of the lack of conformity of the goods during the 24 months following delivery of the product. If the defect appears more than 24 months after the purchase, the Customer cannot benefit from the guarantee of conformity unless he can prove that the defect existed on the day of the purchase.

11.2 LEGAL GUARANTEE OF HIDDEN DEFECTS:

In accordance with article 1641 of the Civil Code, LA MAISON DE VERRE is also bound by the legal guarantee against hidden defects. To invoke the warranty against hidden defects, the product defect must meet the following 3 conditions:

- Be hidden, that is to say not visible during the purchase,

- Make the goods unfit for the use for which it is intended, or greatly reduce its use,

- Exist at the time of purchase.

It is the Customer's responsibility to prove the existence of a hidden defect.

The Customer has a period of 2 (two) years to return the Product to LA MAISON DE VERRE , 4 Aigude Haut, Lourdoueix St Pierre, 23360 by attaching to its shipment (i) a letter explaining the problem indicating the date of discovery of the hidden defect, (ii) proof of the existence of the hidden defect (iii) the delivery note and (iv) the invoice.

If LA MAISON DE VERRE considers that one of these two guarantees must be implemented, it will reimburse the price of the product appearing on the purchase invoice, within a period allowing it to carry out a prior appraisal of the product.

ARTICLE 12: INTELLECTUAL PROPERTY.

All the elements of the Site, in particular all the graphic, sound and textual elements, including the underlying technology and the presentation of the products, are the exclusive property of LA MAISON DE VERRE. The elements of the Site are protected in particular by copyright, trademark law, database law, and more generally intellectual property law. The Customer is therefore formally prohibited from carrying out any reproduction, representation or distribution, even partial, of any particular element forming an integral part of the Site and not to infringe LA MAISON DE VERRE's intellectual property rights. Except with the prior written consent of LA MAISON DE VERRE, the Customer also refrains from copying, distributing, selling or transferring any information and / or any product obtained from the Site.

ARTICLE 13: COMPUTER PROVISIONS AND FREEDOMS.

Personal information relating to the Customer is subject to automated processing by LA MAISON DE VERRE. The Customer has access, in accordance with the provisions of the Data Protection Act and Freedoms of January 6, 1978, a right of access, modification, rectification, opposition and deletion of personal data concerning him. This right can be exercised by contacting LA MAISON DE VERRE at the following address: admin@LA MAISON DE VERRE.fr. Subject to the Customer's prior consent, LA MAISON DE VERRE will transfer this data to third parties. LA MAISON DE VERRE informs the Customer that his personal data may be communicated to the following recipients: LA MAISON DE VERRE service providers involved in the execution of the order.

ARTICLE 14: RESERVE OF OWNERSHIP AND TRANSFER OF RISK.

We reserve ownership of the goods until full payment of the price by the buyer, regardless of the delivery date of said Products. Our right of reclamation covers both the goods and their price if they have already been resold. (Law of May 12, 1990). On the other hand, the transfer of the risks of loss and deterioration of the Products will be carried out upon delivery and receipt of said Products by the Customer.

ARTICLE 15: ENTIRETY AND PARTIAL INVALIDITY.

These General Terms & Conditions (GTC) express all the obligations of the parties. No indication, no document, can give rise to obligations hereunder, if they are not the subject of an addendum signed by both parties. No correspondence prior to the signing of these presents may give rise to obligations under said contract. In the event that any of the provisions of these general conditions of sale are deemed or declared, by court decision, illegal or unwritten, the other provisions of these general conditions of sale will remain in full force.

ARTICLE 16: APPLICABLE LAW AND COMPETENCE

All relationships arising from the connection and / or use of this site are subject to French law.

ARTICLE 17: CONSUMER MEDIATOR

In accordance with article L.616-1 of the Consumer Code, the Customer is informed of the possibility of having recourse free of charge, in the event of a dispute, to a conventional mediation procedure or any other alternative method of dispute resolution, in addressing to:

MEDICYS

<https://medicys-consommation.fr/>

Centre de médiation et de règlement amiable des huissiers de justice

73 boulevard de Clichy

75009 Paris

email : contact@medicys.fr

Téléphone : 01 49 70 15 93

Consumers can also consult the European Dispute Resolution Platform at:
<https://ec.europa.eu/consumers/odr/main/?event=main.consumer.rights>

General conditions of sale updated on 10/09/2020