

4112/5000

CONDITIONS OF SALE

Last updated: April 6, 2019.

These general conditions of sale ("Conditions of Sale") establish the terms according to which we provide the products ("Product" or "Products") listed on our website www.infinedesignobjet.com ("our site").

Read these Terms of Sale carefully before ordering Products on our site. These Terms of Sale tell you who we are, how we make our Products available to you, how the contract may be terminated on your initiative and ours, what you should do in case of problems, and communicate to you other important information. If you do not agree to these Conditions of Sale, you must not order a Product on our site.

1. INFORMATION ABOUT US

1.1 www.infine designobjet.com is a website operated by INFINE Design Objet SAS ("we", "our"). We are registered as a company in France under number 830926606. Our registered office is located at 35 rue de Patay 33000 Bordeaux / France. Our VAT number is FR 13830926606.

2. ORDERING PRODUCTS

2.1 You can order Products by following the procedure described on our website. You acknowledge that by placing an order on our site, you contract the obligation to pay for the Products ordered if we accept your order.

2.2 Our order procedure allows you to check and correct any errors before sending us your order. Take the time to read and check your order at every step of the ordering process.

2.3 All orders are subject to our acceptance. After receiving your order, we will send you a confirmation e-mail which will be accepted by us. The contract between you and us will not be concluded until we have sent you this email. The payment of the price of the order by the method of

payment of your choice will be executed as soon as we have accepted your order. We will send you another e-mail as soon as your order has been shipped.

2.4 Unfortunately, we can not cancel an order once it has been shipped. If you change your mind about your order when it has already been shipped, you may refuse delivery or return the Products to us in accordance with the Returns Policy, which is set forth in clause 9 below.

2.5 Before ordering Products, it is your responsibility to check and ensure that you are able to receive the Products ordered.

2.6 You must keep the contact details that you have communicated to us so that we can contact you if necessary regarding your order or the delivery of the Products.

3. AVAILABILITY

3.1 All orders for Products are subject to the availability of the Products ordered and the materials from which they are manufactured. If, for whatever reason, the Products you have ordered are not available or their delivery delayed, we will inform you as soon as possible after receiving your order.

3.2 If we are unable to provide a Product, for example because it is no longer in stock at the manufacturer's premises or because of a price error (see clauses 5.4 and 5.5 below), we you will notify by email and will not proceed with your order. If you have already paid the Product, we will refund the full price as soon as possible.

4. IMAGES AND DIMENSIONS OF PRODUCTS

4.1 The images of the Products presented on our site are given only as an indication. Although we use all means to display the colors accurately, we can not guarantee that your computer will display the colors exactly or will provide a satisfactory color rendition of the Products. Products delivered to you may be slightly different from those shown on the images.

4.2 Although we make every effort to be as accurate as possible, the dimensions indicated on our site, including weights, dimensions and capacities, are only approximate.

5. PRICES OF PRODUCTS

5.1 The price of any Product is the one indicated on our website, except in case of manifest error.

5.2 The price of any Product may change at any time, but no change will affect an order already accepted by us.

5.3 The price of the Products includes VAT (when the VAT applies) but excluding delivery costs, which are added if necessary to the price of the Products and indicated as part of the total amount due during the ordering process.

6. HOW TO PAY

6.1 We accept the payment methods indicated on our website. The Products and the applicable delivery charges must be paid to us before delivery of the Products.

6.2 By placing an order on our site, you confirm that the payment information provided with your order is valid and accurate.

7. DELIVERY

7.1 We draw your attention to the fact that the indicated delivery times are estimated deadlines.

7.2 Although we make every effort to ensure that Products are shipped to you and delivered on time, we can not guarantee that they will not be affected by unforeseen problems with their manufacturer or delivery partners. . If we are unable to meet the estimated date of shipment or delivery, we will contact you and provide you with a new estimated date.

8. RISK AND PROPERTY

8.1 Ownership of the Products is transferred to you once we have collected all the amounts due for the Products, including delivery costs.

8.2 The Products are your responsibility from the moment that you (or a third party other than the carrier and indicated by you) take physical possession of the Products.

9. CANCELLATION, RETURN AND REFUND POLICY

9.1 We hope that all your purchases will satisfy you. However, if your Products are not up to your expectations, you can return them to us in accordance with the terms below or in accordance with your legal rights.

Right to retract

9.2 You have a legal right to change your mind and cancel the agreement between you and us within 14 days of delivery of your Products without giving any reason.

9.4 To exercise your right of withdrawal, you must inform us of your decision to cancel your contract with us by clearly indicating it (eg letter sent by post, email or phone call).

9.5 In order to comply with this withdrawal period, all you have to do is send your message concerning the exercise of your cancellation right before the expiry of the said cancellation period.

Consequences of the withdrawal

9.6 If you cancel your contract with us, we will reimburse you for any sums you have paid us, including delivery charges (provided we reserve the right not to reimburse you for any additional costs due to you, by you, a delivery type other than the cheapest standard delivery method we offer).

9.7 We will proceed with the refund without undue delay, and no later than: (a) 14 days after the date of receipt by us of the Products we have provided to you, or (b) 14 days after the day on which you submit a refund. proof of return of the Products (whichever comes first) or (c) if no product has been provided, 14 days after the day you informed us of our decision to cancel this contract.

9.8 Unless expressly agreed otherwise by you, we will refund using the method of payment you used for the original transaction; in any case, this will be refunded at no cost to you.

9.9 We may defer repayment until we have received the Products or, in the first of two terms, until you submit proof of their return.

Products that are defective or not in conformity with the description

9.11 If you return Products to us because they have a defect or do not correspond to the description, we will refund you: the full price of the Product and any applicable delivery charges; and any reasonable costs that you have incurred to return them to us (other than the costs you incur to return the Products in person). As a consumer, you will always have legal rights to Products that are defective or not in accordance with the description. These legal rights are not affected by the return policy set forth in this clause 9 or any of the other General Terms and Conditions set forth in this Section B.

9.12 To reimburse you, we will use the payment method you used to pay us.

How to return Products

9.13 If you change your mind and exercise your right of withdrawal under clause 9.2 above after delivery, then the Products must be returned to us. For that :

(a) For most small items and some medium sized items, it is up to you to arrange the return of the Products to be returned to us. In this case, the Products must be returned to us without undue delay and in any case not later than 14 days from the date on which you exercised your right of retraction. The costs of returning the Products, which vary from one item to another, are your responsibility.

9.14 If you exercise your right to return the Products in accordance with clause 9.11 because the Products are defective, because they did not conform to the description upon delivery or because

you have a legal right to return the Products as a result of an error we made after shipping the Products, the Products must be returned to us. Depending on the items, you can arrange their own return or we can arrange their pick up at your place, as stated in clause 9.13. However, in this case, the return or removal will be at no cost to you.

9.15 Gently open the packaging in which the Products are delivered and replace them.

14. YOUR INFORMATION

14.1 We process information about you in accordance with our Privacy Policy.

A. RESPONSIBILITY

15a.1 We have a legal obligation to supply Products that are in accordance with the contract we have with you.

15a.2 Our Products are designed for home use and we give no warranty regarding their performance in a commercial environment. Our responsibility towards you will not be engaged in case of loss of profit, loss of activity, interruption of activity or loss of opportunities.

15a.3 If we fail to comply with any contract we have with you, we will be liable for any prejudice or damage you suffer that would be a foreseeable result of our breach of these Terms of Sale or our negligence, but we do not will not be liable for any unforeseeable damage or damage. Injury or damage is foreseeable if it is an obvious consequence of any breach by us of the General Conditions of Sale or if it is defined as such at the time of the conclusion of the contract.

15a.4 Within the limits of applicable law, the maximum amount of loss or damage for which we will be liable under Clause 14.3 is limited to the price you paid for the Product to which the injury or damage that you have suffered is bound.

15a.5 We shall not exclude or limit our liability in the following cases: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) liability under the Consumer Rights Act, 2015, the exclusion or limitation of which is not permitted under section 31 of the Consumer Rights Act, 2015; and (d) defective products under the Consumer Protection Act, 1987.

15 B. LEGAL GUARANTEES

15b.1 Article 15A does not affect your rights under the law, and in particular the legal guarantee of conformity provided for by articles L211-4 to L211-14 of the French Consumer Code, and the legal guarantee of hidden defects provided for in articles 1641 to 1649 of the French Civil Codes. These two legal warranties apply regardless of any commercial warranty provided by the manufacturer of the product, and last for a period of two years.