

# Conditions of sale

## **Article 1 - Application and enforceability of the General Distance Selling Conditions**

These General Terms and Conditions of Distance Selling (hereinafter referred to as "GTC") are systematically delivered by Aly Mode Création (hereinafter referred to as "AMC") to each buyer (hereinafter referred to as "Buyer") to enable him to carry out his purchase. These GTC are accessible by hypertext link on the Aly Mode Création website (hereinafter referred to as "AMC"). The articles offered by AMC are accessible from [en.alymodecreation.com](https://en.alymodecreation.com).

The Buyer declares to have read these provisions before placing an order and to expressly and irrevocably accept the terms set out below. No particular or contrary condition can, except formal and written acceptance by AMC, prevail over the GTC.

These articles are reserved for legal persons or adults. The Purchaser declares that he has the capacity to enter into this contract, the GTCs of which are presented below, that is to say to be of legal age, not to be under guardianship or guardianship or to have the necessary powers authorizing him for this purpose.

The fact that AMC does not avail itself at a given time of any of these T & Cs may not be interpreted as a waiver of subsequently invoking any of said conditions.

## **Article 2 – Orders**

### **2.1 Validity of the order**

AMC enables the Buyer to know the essential characteristics of the items offered. Orders placed on [en.alymodecreation.com](https://en.alymodecreation.com) are recorded upon validation of the order by the Purchaser.

The order is confirmed to the Buyer and an order number is communicated to him. This confirmation informs that the Buyer's order has been taken into account by AMC and not that the item (s) ordered are available.

The data recorded by AMC on [en.alymodecreation.com](https://en.alymodecreation.com) constitute proof of all transactions between the Buyer and AMC. Orders are valid for ten (10) days from their validation by the Buyer. At the end of this period, the order is canceled.

### **2.2 Modification of the order**

Any change to the order can only be taken into account when it is confirmed in writing by the Buyer before the shipment of the item (s). In case of modification of the order, the date retained for the order will be the date of confirmation of the taking into account of the modification.

### **2.3 availability**

The items offered by AMC are valid while stocks last. Stocks are understood to be AMC's own stocks.

## **Article 3 – Price**

The items are supplied at the price in effect at the time the order is placed. The prices are indicated in Euros all taxes included (TTC), excluding shipping costs.

Delivery costs are billed to the Buyer at the rate in effect on the date the order is placed.

**AMC** reserves the right to modify its prices at any time, but the items will be invoiced on the basis of the rates in effect at the time of placing the orders.

### **3.1 Terms of payment**

The Buyer's invoice is established by **AMC** and inserted in the package containing the items ordered.

Payment can be made by credit cards accepted by **AMC** (Carte Bleue, MasterCard, VISA), **AMC** Paypal account, the contact details of which are communicated to the Buyer when placing the order.

The debit of the credit card is made at the time of validation of the payment of the order by the Buyer

### **3.2 Payment security**

In order to optimize the security of transactions on decouvsen.fr, an online SSL (Secured Socket Layer) payment system made available by Crédit Agricole Centre-Est is offered to the Buyer, which allows the card number to be encrypted. Buyer's bank account and its expiration date.

To be able to benefit from the secure SSL payment method, the Buyer must use browsers compatible with the SSL system.

In addition, the Purchaser will be asked, in order to verify that the latter is in physical possession of the bank card, to indicate the three digits (or visual cryptogram) which appear on the back of the latter when entering the bank details made at the time of payment for the purchase.

If the bank of the bank card holder is equipped with the 3D Secure protocol, the Purchaser will also be asked to enter a password such as the date of birth of the bank card holder or a dynamic code for use. unique.

These additional controls make it possible to strengthen the security of online payments.

### **3.3 Late payment**

In the event of late payment, **AMC** may suspend all pending orders from the Buyer, without prejudice to any other course of action. Any amount not paid on the due date appearing on the invoice entails, without prior notice, the application of penalties in an amount equal to one and a half times the legal interest rate. These penalties will be payable upon request from **AMC**.

### **3.4 Terms of reimbursement**

Regardless of the method of payment for the purchase, any refund of sums of money to the benefit of the Buyer will be made by check or bank transfer. A Bank Identity Statement (BIS) will be requested, if applicable. The reimbursement will be made within thirty (30) days of receipt of the request.

The reimbursement made to the benefit of the Buyer is equal to the price actually paid by the latter.

## **Article 4 – Delivery**

### **4.1 Modalities**

Deliveries are made based on stocks available at **AMC** and in the order of arrival of orders. **AMC** is authorized to make total or partial deliveries.

Delivery is made either by direct delivery of the item (s) to the Buyer against signature of the delivery slip by the Buyer or member of his household, or by simple notice of availability. The item (s) are delivered to the delivery address specified by the Buyer during the ordering process.

The Purchaser is required to perform all due diligence necessary for the successful completion of the delivery. As such, he is required to provide all the information essential for delivery (exact address, door code, etc.). Failing this, **AMC** cannot, under any circumstances, be held liable for this failure to deliver.

In the absence of delivery, the item (s) will be returned to **AMC** and the Purchaser must contact **AMC**, the contact details of which are mentioned in article 7 in order to learn about the steps to follow to recover his item (s). **AMC** is not responsible for the time taken by the Buyer to collect his item (s).

### **4.2 Deadlines**

For any order placed and accepted before 2 p.m. from Monday to Friday, **AMC** will deliver within a period corresponding to the country of destination of the item (s) ordered:

- Metropolitan France and Corsica: 2 working days
- France overseas: 5 to 7 working days
- Other countries: from 5 to 14 working days

Orders placed and accepted from Friday after 2 p.m. to Sunday midnight will be processed as a priority the following Monday. For orders placed and accepted on a public holiday or the day before a public holiday, the delivery time will be extended by one day.

The delivery period begins to run from the receipt of payment by **AMC**.

The delivery times indicated correspond to the order processing times and delivery.

If at the end of the delivery period indicated when ordering, the item (s) have not been delivered, for any reason other than a Case of circumstances outside one's control as defined below, the sale may then be resolved at the request of either party.

The Buyer may obtain restitution of his payment, to the exclusion of any other indemnity or damages.

In any event, delivery on time can only take place if the Buyer is up to date with its obligations to **AMC**.

### **4.3 Risks**

Delivery is made by a carrier or by a service provider chosen by **AMC**. The item (s) travel at the risk and peril of **AMC**.

### **4.4 Order tracking**

The buyer has the option of following the progress of his order by contacting **AMC** by email using the contact form at [contact.amc69@gmail.com](mailto:contact.amc69@gmail.com)

## **Article 5 - Apparent defects, non-conformity**

The Buyer is responsible for checking the packaging and the conformity of the items delivered.

Any complaint about apparent defects or non-compliance of the item (s) delivered must be reported by the Buyer within 48 hours from the date of receipt of the items by the Buyer, by sending an email using the form contact address accessible at [contact.amc69@gmail.com](mailto:contact.amc69@gmail.com)

In the absence of a complaint made within the aforementioned period, the items delivered will be deemed to comply and accepted by the Buyer.

No item may be exchanged until it has been returned and received by **AMC**, in good condition, as delivered by **AMC**.

It will be up to the Buyer to provide any justification as to the reality of the defects or anomalies observed. It will have to leave it to **AMC** every facility to proceed to the observation of these defects and to remedy them. He will refrain from intervening himself or involving a third party for this purpose. In the event of non-compliance of the items delivered, **AMC** undertakes to remedy the situation or to reimburse the Buyer

## **Article 6 - Right of withdrawal**

Regarding distance selling, the Buyer has a period of fifteen (15) clear days from receipt of the item (s) to withdraw, without reason or charge except for return costs. The right of withdrawal can be exercised via the contact form available on [contact.amc69@gmail.com](mailto:contact.amc69@gmail.com) and / or by returning the items delivered. Items for which reimbursement is requested must be returned complete and in their original condition (packaging, accessories, etc.), in perfect condition with the original of the purchase invoice from **AMC** to the address indicated at article 7 within fifteen (15) clear days. In this case, the Buyer will be reimbursed for the sums paid for items invoiced and collected by **AMC**, no later than thirty (30) days following the exercise of the right of withdrawal.

When the fifteen (15) day period expires on a Saturday, Sunday or a public holiday, it is extended until the next working day.

## **Article 7 – AMC**

**AMC** is available to the Buyer from Monday to Saturday from 9 a.m. to 7 p.m. to answer any questions about the operation of the services offered by **AMC**, or to handle complaints.

The Buyer can write to **AMC** by post addressed to **AMC**, 14 bis rue du Péronnet, 69390 Vernaison, France or through the contact form available on [en.alymodecreation.com](http://en.alymodecreation.com)

## **Article 8 - Liability of AMC**

**AMC** cannot be held liable for any damage or accident directly or indirectly related to the use or possession of items supplied by **AMC**.

## **Article 9 - circumstances outside one's control**

The parties will not be liable for loss, damage, delay, non-performance or partial performance resulting directly or indirectly from a cause that may be interpreted by a French court as a case of circumstances outside one's control (hereinafter: after named "Case of Force Majeure"). Each party will promptly notify the other in writing of the occurrence of any Force

Majeure Event. The obligations of the party victim of the Force Majeure Event and, in particular, the time limits required for the performance of its obligations, will be suspended without it incurring any liability whatsoever.

The parties will endeavor, to the extent possible, to mitigate the effects of Cases of Force Majeure. If a Case of Force Majeure prevents one of the parties from performing an essential obligation under an order, each party may cancel the order concerned by registered letter with acknowledgment of receipt or by any other means, without compensation for the order. 'either party.

The cancellation will take place on the date of receipt of the registered letter.

#### **Article 10 - Personal information**

**AMC** takes appropriate measures to ensure the protection and confidentiality of personal information that it holds or that it processes in accordance with the provisions of Law No. 78-17 of January 6, 1978, relating to data processing and freedoms. .

In accordance with the provisions of this law, the Purchaser has the right to access, question, oppose and rectify any information concerning him by contacting **AMC** by sending a registered letter with notice of receipt at the address given in article 7. The Purchaser may exercise his rights at any time, free of charge, except those linked to the transmission of the refusal to the aforementioned service.

The information collected by **AMC** in connection with the sale may not be communicated to polling and research institutes for analyzes within the framework of its activities. This information may only be used by **AMC** for commercial or informational purposes.

**AMC** may not communicate and / or transfer, free of charge or against payment, said information to third parties.

#### **Article 11 - Jurisdiction – Dispute**

In the event of a dispute, **AMC** and the Buyer will seek an amicable agreement before any legal action.

#### **Article 12 - Applicable law**

The parties agree that the contract is subject to French law and more particularly to the regulation of distance selling.