

## General Terms of Sale

These General Terms of Sale are a literal translation of the French General Terms of Sale. That translation is given for information only.

Only the French General Terms of Sale are valid in case of litigation.

The company Albumtrad (the seller of the products) is registered with the Trade Register under the number RCS Vannes 508 654 803. Its postal address is located Cran 56130 ST DOLAY and its electronic mail address is contact is [contact@albumtrad.com](mailto:contact@albumtrad.com).

The placing of an order by customer concerning a product featured in the Albumtrad e-shop implies the consultation and the complete adhesion without reserve to the present General Term of Sale.

### DEFINITION

The General Term of Sale and the related headings constitute the entire rights and obligations of the company and the customer concerning the orders of product on the internet site.

### ORDER-FORMATION OF THE CONTRACT

At the time of the recording of the order placed on the internet site, a page entitled 'confirmation' is displayed enabling the customer to verify/change the details of the order and verify the total price. The client confirms the order by clicking the 'confirm the order' button. This gives access to that internet site page where the order can be definitively confirmed through payment. That click validates the transaction. After payment, the customer received at the address he gave confirmation of the recording of its order from the company by e-mail. We advise the customer to keep a copy of this e-mail as proof of its order.

### PROOF OF THE TRANSACTION

The computerized registers are kept in the data system of the company Albumtrad in reasonable conditions of security and are considered as proofs of communications, orders and payments made between the parties.

The stocking of order forms and invoices are made on an input medium which is reliable and long-lasting and which can be produced as a proof.

### INFORMATIONS ON THE PRODUCTS

All the efforts have been made to check the accuracy of the information presented on the seller's site. Nevertheless, the seller and his suppliers are not responsible for consequences, incidents, special damage resulting from electronic transmissions or the accuracy of the information transmitted even in the case where the seller had the knowledge of the possibility of such damage. Names, trade name of products and manufacturers are used only to be identified. Photos, descriptions and prices of the products are only contractual.

### PRICES

The prices quoted on the site are in euros inclusive of French tax (Albumtrad is not liable to VAT since it is a micro company : VAT not applicable, art 293B of CGI)

The company reserves the right to change its prices at any time and undertakes to charge the prices in force at the time of the customer's order.

### PAYMENT

Several means of payments are available, with the highest possible guarantee of security.

You can pay:

1-on line via our Secure Payment Page :

- by the credit or store card ( blue card, visa card, Eurocard/ Mastercard, and so on... ), via our unit of payment CMB or via our Paypal system.

2-By mail or e-mail:

- by returning the order form available on the site by mail or e-mail with the payment.

We will accept payments by mail only if it is a cheque in Euros from a French bank payable to ALBUMTRAD with on the back the reference of your order (available on the order form).The payment is cashed once the order is received.

## CARRIAGE CHARGES

Carriage charges include a contribution towards costs of preparation and wrapping as well as postage. Only the geographical zone, chosen by the customer ( depending on the destination) can make the total amount change. The carriage charges charged by Albumtrad include the delivery of your product to the address given by the customer during the order process. Any other charges( customs,etc...) shall be payable by the customer and shall not be the object of a reimbursement.

## METHODS OF DELIVERY

The products ordered will be delivered to the address given by the customers during the order process and only to the geographical zones the seller serves.

Whether the order comes from France or abroad, the seller delivers the product to the home.

The delivery time includes the time for packaging and the time of transport. The average time of delivery is 3 working days for France, depending on the destination, the method of delivery and the availability of the product. The company shall not be liable for the payment of any damages in the events of the above time being exceeded. Warning : if the customer chooses to pay by cheque, the order will be prepared once the payment is cashed, thus enhancing extra time of delivery.

We send the packets after the confirmation of your order payment.

All the products leave our site in perfect state. The client must report any conspicuous defect (hol, flattening, etc ...) to the carrier or postman and if so, to refuse the product. In the event of a defect, a new product will be send at the seller's expense.

If no claim concerning a defect which happened during the carriage is made at the time of delivery, the exchange will not be possible.

As in any delivery, it is possible that there happens a delay or a loss. In such a case, we ask the carrier to open an inquiry. All the efforts will be made and the necessary time will be taken to find the packet. If lost, the seller will be reimbursed by the carrier and will send a new packet at its expense.

The company shall not be liable for the payment of any damages in the event of the time of delivery being exceeded (because of the carrier), loss, bad weather, or strike.

## DELIVERY PROBLEM OWING TO THE CARRIER

Any defect concerning the delivery (damage, missing product, defect of the package, broken product,...) must be reported on the order form including the customer's signature, preceded by the mention 'reserve manuscrite'.

The customer will also have to confirm that defect to the carrier by sending a mail listing the complaints with acknowledgment of receipt within the two working days following the day of the delivery.

The customer will have to send a copy of that mail to the seller. Without that report, no exchange will be possible.

#### DELIVERY ERROR

It is up to the customer to make sure that the product conforms to the order placed. If not, the customer must report it to the seller the day of the delivery or within one working day. If no claim is made within the time mentioned above, the product supplied shall be deemed to conform to the order and to have been accepted by the customer. No product shall be exchanged before having been returned to the seller's address and accepted by the latter in good condition, in the same state as dispatched by the company. In particular, the product must not have been unsealed. Once accepted, the seller will send a new packet with postal charges at his own expense except if the product doesn't correspond to the customer's report.

#### CANCELLATION TIME

The customer declares that it possesses the capacity to enter into the present contract, the General Terms of Sale of which are presented hereafter, that is to say, for natural persons, that he/she is of legal age and not under guardianship or trusteeship.

In accordance with the law (article L.120-20), the customer is allowed seven (7) clear days, as from the date of receipt of its order, in which to cancel its order. By mail at the seller's electronic address, any return can be indicated. During that time, the customer may, at its own expense and without any penalties, return any product or products that it does not find suitable. The customer may then choose between either returning the product or Products and being reimbursed for the amount paid or exchanging the product or Products ordered. It is understood that the product or Products returned at the expense of the customer must be in good conditions, in the state as supplied by the company. The CDS must be returned sealed or in its original packaging. Failing that, no exchange or reimbursement shall be made, unless the customer has proved that the product contains a defect as specified by the article : delivery modalities. Products return must necessarily be made to the postal address : Cran 56130 ST DOLAY FRANCE ...In case of reimbursement, the seller will do his best to reimburse the customer within 30 (thirty) days.

#### FORCE MAJEURE

The company disclaims all responsibility for any failure to fulfil its contractual obligations in the event of a force majeure or chance event, including but not limited to, disasters, fires, strikes, failures or breakdowns, in general any event preventing the satisfactory execution of the orders.

The injured party will report it to the other party within ten working days following the moment she is aware of it.

The two parties will draw closer and within a period of 3 months, except in case of force majeure, in order to examine the effect of the event and to agree upon the conditions in which the execution of the contract will be carried on.

If the case of force majeure lasts for more than one month, the present General Terms of Sale can be cancelled by the injured party.

In addition to the force majeure mentioned previously and that are accepted by the jurisprudence of French courts, it can be added : the blocking up of the means of transport, earthquake, fire, storm, flooding, lightning, the stopping of the telecommunication network or, difficulties encountered by the telecommunication network which are external to the customers.

## ENTIRE RIGHTS AND OBLIGATIONS

No general or special term communicated by the customer shall be integrated into the General Terms of Sale. If one of the clauses of the General Terms of Sale is declared to be illegal, invalid or unenforceable by account for any reason whatsoever this clause shall be deemed to be dissociated from the other clauses and shall in no way affect the validity or opposability of other clauses.

## NON RENUNCIATION

The fact for one of the parties of not taking advantage of a default of the other party of any obligations aimed at in the scope of the General Terms of Sale shall not be interpreted in future as a claim to the obligation to be implicated.

## APPLICABLE LAW-LITIGATION

The fact of placing an order implies the customer's full and unconditional acceptance of the General Terms of Sale.

The General Terms of Sale shall be governed by French law. In the event of any dispute in connection with the interpretation or performance of any of the provisions of the General Terms of Sale and should the company and the customer fail to come to an amicable agreement, the dispute shall be referred to the French Courts. In case of contention, the jurisdiction of Vannes would be the competent authority to solve the problem.

## NOMINATIVE INFORMATION

In accordance with law no.78-17 of 6 January 1978 relative to data processing and freedom, the information requested from the Client is necessary for the processing of the customer's order and is solely for the use of the company. The customer has right of access to the information concerning it. Upon request, this information can be communicated to the customer, in the event of error or of modification, can be rectified. This request can be done via internet.

## CUSTOMER'S AGREEMENT

The present General Terms of Sale as well as the prices implies the knowledge and the full and unconditional acceptance of the customer, who declares and recognized having been fully informed and thus renounces to take advantage of any contradictory document such as his own General Terms of Sale since the visit of the site and the act of purchase means the full acceptance of the present General Terms of Sale.

The company reserves the right to adapt or modify the General Terms of Sale without previous notice.