

Terms of Sale of the « Arlequin », the derivative products shop

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This present document is produced by CLERY SON HISTOIRE EN LUMIERE Association, (The Head Office: 94 rue du Maréchal Foch - 45370 CLERY SAINT ANDRE, FRANCE, n° VAT FR 16407768084, SIRET: 407 768 084 00011) for derivative products sold on the website [cleryraconte.com](http://cleryraconte.com).

## **SECTION 1 - OBJECT**

The present conditions govern the sales by the CLERY SON HISTOIRE EN LUMIERE of products derived from the shows on the website [cleryraconte.com](http://cleryraconte.com).

## **SECTION 2 - PRICES**

The prices of our products are indicated in euros all taxes included (VAT and other taxes applicable on the day of the order), unless otherwise specified and excluding processing and shipping costs.

In the event of an order to a country other than metropolitan France you are the importer of the product(s) concerned. Customs duties or other local taxes or import duties or state taxes may be payable. These rights and sums are not the responsibility of CLERY SON HISTOIRE EN LUMIERE. They will be at your expense and are your sole responsibility, both in terms of declarations and payments to the competent authorities and organizations in your country. We advise you to inquire about these aspects with your local authorities.

All orders regardless of their origin are payable in euros.

CLERY SON HISTOIRE EN LUMIERE reserve the right to modify its prices at any time, the product will be invoiced on the basis of the price in force at the time of the validation of the order and subject to availability.

The products remain the property of the Association until full payment of the price.

Caution: as soon as you take physical possession of the products ordered, the risk of loss or damage to the products is transferred to you.

## **SECTION 3 – COMMANDS**

You can order online: [cleryraconte.com](http://cleryraconte.com)

The contractual information is presented in French and will be confirmed at the latest at the time of validation of your order.

CLERY SON HISTOIRE EN LUMIERE reserves the right not to record a payment and not to confirm an order for any reason and more particularly in the event of a supply problem or in the event of difficulty concerning the order received.

## SECTION 4 – ORDER VALIDATION

Any order appearing on the website [cleryraconte.com](http://cleryraconte.com) implies acceptance of these general conditions. Any order confirmation entails your full and complete acceptance of these general conditions of sale, without exception or reservation.

All the data provided and the recorded confirmation will be worth proof of the transaction.

You declare that you are fully aware of it.

The order confirmation will be worth signature and acceptance of the operations carried out.

A summary of your order information and of these general conditions will be communicated to you in PDF format via the email address confirming your order.

## SECTION – 5 PAYMENT

We remind you that the fact of validating your order implies the obligation to pay the price indicated.

It allows you to reserve your derivative products online directly in a firm and definitive manner, except in specific cases explicitly proposed. The cards accepted for the payment of an order in derivative products are network bank cards *Bank Card*, *Mastercard*, *Paylib* and *Visa*.

Our website is subject to a security system.

Our bank adopted TLS 1.2v encryption method, it also reinforced all scrambling and encryption processes to protect sensitive data related to means of payment as effectively as possible.

As part of the fight against fraud, our bank has implemented 3D secure payment<sup>vi</sup>, an authentication payment system. This service is free and can be triggered for your payments by *Bank Card*, *Mastercard* and *Visa*. With the 3D Secure (also called Mastercard Secure Code or Verified by Visa), your bank verifies your identity at the time of payment. The identification process being specific to each bank, please check with your bank the identification method used.

## SECTION 6 – WITHDRAWAL

In accordance with the provisions of article L 121-21 of the French consumer code<sup>vii</sup>, you have a withdrawal period of 14 days from receipt of your products to exercise your right of withdrawal without having to justify reasons or pay a penalty.

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i. More informations on the website [Bankcard.com](http://Bankcard.com)

ii. More informations on the website [mastercard.com](http://mastercard.com)

iii. More informations on the website [paylib.fr](http://paylib.fr)

iv. More informations on the website [visa](http://visa)

v. The protocol for securing internet exchanges on [Wikipédia](http://Wikipédia)

vi. Secure internet payment protocol on [Wikipédia](http://Wikipédia)

vii. The text of the law is available on the website [legifrance.gouv.fr](http://legifrance.gouv.fr)

Returns must be made in their original condition and complete (packaging, accessories, instructions). In this context, your responsibility is engaged. Any damage suffered by the product on this occasion may be such as to defeat the right of withdrawal.

Return costs are your responsibility.

In case of exercise of the right of withdrawal, CLERY SON HISTOIRE EN LUMIERE will reimburse the sums paid within 14 days of notification of your request and via the payment method used when ordering.

#### EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

In accordance with the provisions of article L 121-21-8 of the French consumer code<sup>viii</sup>, the right of withdrawal does not apply to:

- The provision of fully executed services before the end of the withdrawal period and whose execution has begun after the prior express consent of the consumer and deliberate waiver of his right of withdrawal.
- The supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional and likely to occur during the withdrawal period.
- The supply of goods made to the consumer's specifications or clearly personalized.
- The supply of goods susceptible to deteriorate or expire rapidly.
- The supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection.
- The supply of goods which, after being delivered and by their nature, are inseparably mixed with other items.
- The supply of alcoholic beverages whose delivery is deferred beyond 30 days and whose value agreed at the conclusion of the contract depends on fluctuations in the market beyond the control of the professional.
- The supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery.
- The supply of a newspaper, periodical or magazine, except for subscription contracts to these publications.
- Transactions concluded during a public auction.
- The supply of digital content not supplied on a material medium whose execution has begun after the prior express consent of the consumer and deliberate waiver of his right of withdrawal.

## SECTION 7 – AVAILABILITY

Our products are offered as long as they are visible on the website [cleryraconte.com](http://cleryraconte.com) and in the limit of the available stock. For non-stocked products, our offers are valid subject to availability from our suppliers.

In case of unavailability of product after placing your order, we will inform you by email. Your order will be automatically canceled and no bank debit will be made.

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viii. The text of the law is available on the website [legifrance.gouv.fr](http://legifrance.gouv.fr)

Besides, the website [cleryraconte.com](http://cleryraconte.com) is not intended to sell its products in large quantities. As a result, CLERY SON HISTOIRE EN LUMIERE reserves the right to refuse orders of more than 10 identical items.

## **SECTION 8 – DELIVERY**

The products are delivered at the indicated address during the ordering process within the time indicated on the order validation page.

In the event of a delay in shipment, an email will be sent to you to inform you of any consequences on the delivery time indicated to you.

In accordance with the legal provisions, in the event of late delivery, you benefit from the possibility of canceling the order under the terms and conditions in article L 138-2 of the French consumer code. If in the meantime you receive the product, we will refund it and the shipping costs under the conditions of the article L 138-3 of the French consumer code.

In the event of delivery by a carrier, CLERY SON HISTOIRE EN LUMIERE cannot be held responsible for late delivery due exclusively to the unavailability of the customer after several appointment proposals.

## **SECTION 9 – GUARANTEE**

All our products benefit from the legal guarantee of conformity and the guarantee against hidden defects, provided for by articles 1641 and following of the French Civil Code. In case of noncompliance of a product sold, it may be returned, exchanged or refunded.

All complaints, requests for exchanges or refunds must be made by email at [contact@cleryraconte.com](mailto:contact@cleryraconte.com) within 30 days of delivery.

The products must be returned to us in the state in which you received them with all the elements (packaging, accessories, instructions). The shipping costs will be reimbursed to you on the basis of the price invoiced and the return costs will be reimbursed to you on presentation of the supporting documents.

The clauses of this Section do not prevent you from benefiting from the right of withdrawal provided for in Section 6.

## **SECTION 10 – RESPONSABILITY**

The products offered comply with current French legislation. CLERY SON HISTOIRE EN LUMIERE cannot be held liable in the event of noncompliance with the legislation of the country where the product is delivered. It is up to you to check with the local authorities the possibilities of importing or using the products or services you plan to order.

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Moreover, CLERY SON HISTOIRE EN LUMIERE cannot be held responsible for damages resulting from improper use of the purchased product.

Finally, the responsibility of CLERY SON HISTOIRE EN LUMIERE cannot be engaged for all the inconvenience or damage inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of a computer virus.

## **SECTION 11 - APPLICABLE LAW IN CASE OF DISPUTES**

These conditions of sale are subject to French law. In the event of a dispute, the French courts have sole jurisdiction.

## **SECTION 12 - INTELLECTUAL PROPERTY**

All elements of the website [cleryraconte.com](http://cleryraconte.com) are and remain the exclusive intellectual property of CLERY SON HISTOIRE EN LUMIERE. No one is authorized to reproduce, exploit, redistribute, or use for any reason whatsoever, even partially, elements of the website whether software, visual or sound. Any simple or hypertext link is strictly prohibited without the express written consent of CLERY SON HISTOIRE EN LUMIERE.

## **SECTION 13 – PERSONAL DATA**

CLERY SON HISTOIRE EN LUMIERE reserves the right to collect personal information and personal data about you. They are necessary to manage your order, as well as the improvement of the services and information that we send to you.

They can also be transmitted to the companies which contribute to these relations, such as those in charge of the execution of the services and orders for their management, execution, treatment and payment.

These informations and data are also kept for security purposes in order to comply with legal and regulatory obligations.

In accordance with the Data Protection Act of January 6, 1978<sup>xii</sup>, you have a right of access, of rectification to the information concerning you which can be exercised at the address CLERY SON HISTOIRE EN LUMIERE, 94 rue du Maréchal Foch- 45370 CLERY SAINT ANDRE, FRANCE by telling us your name, surname and address or by email at [contact@cleryraconte.com](mailto:contact@cleryraconte.com).

## **SECTION 14 - ARCHIVING PROOF**

CLERY SON HISTOIRE EN LUMIERE Association will archive purchase orders and invoices on a reliable and durable support constituting a faithful copy in accordance with the provisions of article 1348 of the French Civil Code<sup>xiii</sup>.

The Association's computerized registers will be considered by all parties concerned as proof of communications, orders, payments and transactions between the parties.

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