

## **Terms of Sales**

### **1. Introduction**

These general conditions of sale, hereinafter referred to as "conditions", are concluded between

Firstly,

SARL BOLE JOLY registered under SIREN 328 507 884

Hereinafter referred to as <http://www.hotellesperceneige.fr>

And on the other hand,

People, individuals or not, wishing to purchase gift vouchers via the site:

<http://www.hotellesperceneige.fr>

Hereinafter referred to as the "client" or "the clients".

### **2. Purpose and scope**

These general conditions are intended to define the terms of sale between

"<http://www.hotellesperceneige.fr>" and its Customers,

They specify the general conditions for carrying out the various stages of the sale, from the placing of the order to the delivery of the products and ensure the follow-up of this order between the parties.

These general conditions of sale govern the sale of gift vouchers found on the merchant site of <http://www.hotellesperceneige.fr>. These conditions also apply to other sales methods: e-mail, postal order, telephone.

### **3. The Order**

#### **3.1 Placing the order:**

The different ordering methods are: <http://www.hotellesperceneige.fr>, postal mail, electronic mail or telephone.

The customer agrees to provide the following information when placing the order:

Customer identification: Last name, first name, address, telephone, email. Designation of the products requested Quantities ordered Method of payment chosen. The order is formalized:

Signature of the customer by sending the customer of the payment. This transfer constitutes an irrevocable commitment by the customer, except for the withdrawal period (see paragraph 8).

The products ordered will be delivered within the limits of available stocks.

#### **3.2 The order**

##### **3.2.1 Capacity to contract:**

The legal conditions for exercising online purchases are governed by articles 1124 and 488 of the Civil Code, and the so-called HAMON law of March 17, 2014.

##### **3.2.2 Acceptance of the conditions by the customer:**

The fact for the customer to tick the box "I have read and I accept the general conditions of sale" before validating his order automatically entails the express acceptance by this one and without restriction or reservation of these General Conditions of Sale".

### 3.2.4 Refusal of an order:

We reserve the possibility of not insuring an order (eg: unpaid, declared dispute) and we will notify you by e-mail or telephone of this case.

### 3.2.5 Deadlines for payment by bank transfer or cheque:

Deferred payment by check must be made within 15 days, failing which the order will be cancelled.

### 3.2.6 Price:

Our prices are in Euros, including VAT. The VAT applicable to the products will be that in force on the day of the order.

## 3.3 Order registration/confirmation

Your order is final when you receive a confirmation email from us.

## 4. Payment of the order

### 4.1 Method of payment for the order

The different payment methods available to you are:

- By cheque

In the event of any delay in payment (refusal to cash a cheque, etc.), it is up to the customer to pay by any other appropriate means, failing which the order will be cancelled.

### 4.2 Transfer of ownership of the products covered by the order:

The customer will own the goods ordered from the date of full payment of the order.

## 5. Delivery of the order

### 5.1 Delivery time:

Gift vouchers can be printed directly from the website <http://www.hotellesperceneige.fr> and are therefore not subject to delivery conditions.

## 6. Force majeure

Cases of force majeure: strike or natural disasters, can hinder the proper execution of an order and automatically suspend its execution after a certain period. These cases are in addition to those usually retained for French case law.

## 7. Complaint for non-compliance

The customer can lodge a complaint within a maximum period of 15 days after receipt of the goods in the event of:

- Non-compliance of the product with the order
- An error on the product sent.

## 8. Right of withdrawal

HAMON Law of March 14, 2014: The customer has a withdrawal period of 14 working days from the day the distance contract is concluded, and of which we have acknowledged receipt by email, including information relating to our general conditions of sales and the contractual conditions of withdrawal. These conditions are excluded in the case of the sale of perishable goods.

To download the withdrawal slip.

## 9. Warranties

Article 1641 and following of the Civil Code: guarantee against hidden defects.

## 10. Electronic signature - Data protection -

The electronic signature is materialized by the validation click.

According to article 34 of the law "Informatique et Libertés" of January 6, 1978, the automatic processing of information, including the management of the e-mail addresses of users of the site, has been declared to the CNIL..

## 11. Intellectual Property

We have the intellectual property of our site in terms of its presentation, its content including images.

Partial or total reproduction of the site is strictly prohibited.

## 12. Disputes and French laws

If there is a dispute and no amicable agreement, the competent court will be that of BESANCON and French laws will be applied systematically.

## 13. Duration and application

These general conditions of sale apply to all the products that we sell on our site  
<http://www.hotellesperceneige.fr> and this for a period of one renewable by tacit agreement.