

Terms and conditions

Updated: December 03, 2018

The present terms and conditions (the “Terms and Conditions”) govern the sale of the products presented on the website www.VERTBAUDET.com (the “Website”) by **VERTBAUDET**, joint-stock company, registered with the Commerce and societies registry of Lille Métropole under number 397 555 327, the head office of which is at 216 rue Winoc Chocqueel – 59200 Tourcoing – France, VAT number FR68 397555327 (hereinafter referred to as “**VERTBAUDET**”).

You can contact us:

- By phone: +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time.
- Either by email to the following address: SServiceWebVB.com@cyvbgroup.com

The company **VERTBAUDET** operates, under the brand name and the sign **VERTBAUDET**, an activity of sales of items mainly for the kids and pregnant woman, as well as decoration.

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PREAMBLE

These Terms and Conditions are made between **VERTBAUDET** and any non-trading natural person at least eighteen (18) years of age wishing to purchase via the Website (the “Customer”).

These Terms and Conditions govern the sale of all products presented on the Website (hereinafter “Products”) including the sale of Products as part of a list of birth.

VERTBAUDET reserves the right to modify them at any time. Only the Terms and Conditions online on the day of the order are enforceable between the parties.

VERTBAUDET strives to comply with the possible Codes of conduct in the user’s country of residence.

If any term of sale is found to be lacking, it will be considered as governed by the common practices in effect in the distance selling sector whose companies have headquarters in France.

1.THE OFFER

Any order implies acceptance of the prices and descriptions of the Products available for sale. The Products available for sale are described and presented as accurately as possible. Should minor errors nevertheless occur despite our precautions, we can under no circumstances be held liable. Any dispute in this regard will occur within the framework of a possible exchange and of the guarantees referred to in Article 8 (**VERTBAUDET** will then be responsible for the return shipping expenses).

Moreover, depending on our suppliers, we may be required to deliver an article to you that has a slightly different composition than as originally described, but only if it is of equal or better quality than the ordered product. If you do not wish to keep the delivered article, you will of course be entitled to the legal guarantee of conformity.

Our Product offers are valid within the limits of the available stocks.

2.THE PRICES

The prices of the Products shown on the Website are valid for as long as they remain online.

The prices of the Products are indicated in Euros, and do not include shipping costs (details in Article 5). The amount of the shipping costs will be indicated in the purchase order before the order is validated.

- For shipments within the European Union (French DROM COM excluded):

The prices shown are inclusive of all taxes. These prices include French Tax on Value Added, or where applicable, the country of destination at the rate in effect at the time of conclusion of the contract.

- For shipments outside the EU and French DROM COM (ex DOM TOM):

The prices will be displayed without VAT.

Then you will eventually pay in addition, possible customs duties and / or taxes upon delivery of the Products.

VERTBAUDET is not able to determine in advance the amount of such taxes, the rate base and criteria differ between countries. You are therefore invited before ordering to contact your national Customs Office for more information.

Should one or more French taxes or contributions, notably environmental, be created or modified, whether upward or downward, this change can be reflected in the sale prices of the Products offered on the Website and in the various sales support media.

3.THE ORDER

If you do not wish to place an order online, you can call +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time (excluding orders for Products belonging to a Birth List).

3.1 Log in

Your order can only be placed on the Website if you clearly identify yourself by entering your customer number or your identifier and password, which are strictly personal to you. For the first order, you will need to follow a procedure to create an account as indicated on the Website.

Loss of forgetfulness should be denounced to the Customer Service by calling +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time.

3.2 Order and confirmation

Once you have selected all the Products you wish to order, you must choose the address and mode of delivery, and finally validate the method of payment. This last step will formalize the contract of sale between you and **VERTBAUDET**.

Validating the order implies express acceptance of the Terms and Conditions.

VERTBAUDET acknowledge receipt of the order by sending an email within 48 hours (except orders placed on Fridays, Saturdays, Sundays and bank holidays, French time). You also have the ability to print an order summary directly on the Website.

Should an ordered Product be unavailable, you will be so informed by e-mail.

The order for this Product will then be cancelled and any payment will be refunded (only Products available at the time of the order can result in a payment, as opposed to backordered products), though the rest of the order will remain firm and final.

In certain cases, notably including a payment default, incorrect address or other problem with your account, **VERTBAUDET** reserves the right to block your order until the problem is resolved.

For any question regarding the tracking of your order, please call +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time.

Keep your invoice, as you will need it in case of an exchange or refund.

4.PAYMENT

4.1 By credit card (Visa, Eurocard, Mastercard)

You will born any costs associated with the use of a foreign credit card on the Website: We advise you to contact your bank to inquire about any fees and / or exchange commission applicable.

Your account will be debited as-and- measuring sending the Products. In case of backordered or out-of-stock Products, the payment will only cover the amount of the Products actually invoiced and delivered. Then the flow amount of the order may be made in installments according to the different delivery dates of your Products.

To ensure payment security, **VERTBAUDET** uses the secure payment services of a service provider : OGONE. This service uses the SSL3.0 security standard. (Confidential data are encrypted on the OGONE server and are at no time transmitted over **VERTBAUDET** IT server). As such, OGONE ensures the highest level of security of the data related to the payment methods of our customers. In real-time, your payment request is sent to the OGONE secure online payment manager, which carries out various verifications in order to prevent abuse and fraud.

At the time of placing your order, you must indicate your credit card number, the expiry date and the security code. The contact details for the credit card will then be saved in encrypted format until the actual and total payment for the order, by means of our payment service provider OGONE, and until the end of the timeframe for your right to return the Product, in order to be able to reimburse you by crediting your account. Credit card data provided at the time of

placing your orders are only used by OGONE for the purposes of carrying out the transaction. Also, should you opt for deferred payment, your bank details will similarly be retained by our service provider until the anticipated payment date.

You can choose to save / record the information relative to your credit card, thereby avoiding the need to re-enter the data with each order. Your credit card number appears in its entirety when first entered by you, but only the last 5 digits will be visible in your account for Visa, Eurocard and Mastercard cards, with the others being concealed for security reasons.

In compliance with the French law of 13 March 2000 on electronic signatures, the online transmission of your card number and the final validation of your order serve as proof of the entire order and of the enforceability of the sums owed for the settlement of this order.

In case of fraudulent use of your credit card, you are invited to contact immediately after the finding of such use, the Customer Service: +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time.

4.2 With your PAYPAL account

By choosing to pay by PayPal, you will be automatically transferred to your PayPal account. Once the PayPal payment has been confirmed, you can finish placing your order on the Website.

5.DELIVERY

Only orders with invoicing and delivery addresses anywhere in the world other than in France, Germany, Spain, Portugal United Kingdom, and Switzerland) are accepted on the Website WWW.VERTBAUDET.COM. For these countries, please visit the corresponding websites.

For each order, you are asked to provide an inclusive contribution to the costs for processing your order (postage, handling and packaging of the parcel), of 5.90 €. This participation applies only once per order, even if the delivery will involve several parcels.

For unassembled Products, assembly remains to the Customer. The Customer puts himself operating the equipment in accordance with the commissioning instructions included in the manual.

Delivery of your products will be made:

- By the Colissimo service of La Poste for the delivery to the following destinations : Algeria, Armenia, Guadeloupe, French Guiana, Israel, Iran, Kazakhstan, Martinique, Mayotte, New Caledonia, French Polynesia, Reunion, Russia, Saint Martin, St Pierre and Miquelon.
- By the UPS company for the delivery to the others countries.

The usual delivery times are between two (2) to five (5) business days via UPS, and between three (3) to ten (10) business days via La Poste, subject to availability of the Products and provided that you have submitted correct data. In any event, these timeframes will not be longer than 30 days.

Via UPS service, you can track your parcel's delivery. To do so, you have only to click on the link provided for this purpose in the shipping confirmation e-mail sent by the UPS company. This will take you to the UPS website.

The parcel will be delivered to the delivery address indicated by you. The UPS agents will make three (3) attempts to deliver your order (only one attempt for the delivery by La Poste). After unsuccessful attempts, the agents will try to contact you by telephone or e-mail. Should you not respond within 48 hours, the order will be automatically returned to **VERTBAUDET**.

6.SATISFACTION OR REFUND SERVICE (RIGHT OF WITHDRAWAL)

If an article does not suit you, you can exchange it or request a refund (except those excluded by law, such as products which have been the subject of personalization on your request) within the time period mentioned below.

6.1 Right of withdrawal

All Products can be subject to a withdrawal, except those excluded by law in Article L.221-28 of the French Consumer Code, such as Products that have been a customization on your application the Products have been unsealed and cannot be returned for hygiene reasons (eg tights worn), etc.

You have 15 days from receipt of the final package of your order to notify your wish to withdraw your order either by mail or email(<http://www.vertbaudet.com/en/contact.htm>).

You have an additional 15 days from notification date (30 days from receipt of the final package of your order) to return the item. Even if you have not notified us of your intention to withdraw, **VERTBAUDET** still accepts the return of your product, when it is returned to us within 30 days after delivery of the last package of your order.

In the event of withdrawal, the return shipping fees and any taxes and/or customs duties he may have to bear, shall be incumbent on the Customer, except in the event that a more favorable national rule applies.

The Customer is invited to return his/her items via the same carrier which effected the delivery to benefit from many advantages:

- Collection of the parcel by the carrier at the Customer's home, on the date and time agreed. In order to set the appointment, the Customer shall contact **VERTBAUDET** in advance either by phone at +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time.
- A preferential €10.40 fee per parcel regardless the country of dispatch. The Customer shall not be required to pay the return shipping fees, as the €10.40 will be automatically deducted from the reimbursed amount transferred by **VERTBAUDET** to the Customer.

VERTBAUDET will then reimburse you, subject to the conditions mentioned above, the amounts as soon as possible and at the latest within 14 days after receipt of proof (stamped and dated by the carrier) of sending the parcel to our attention or receipt of the parcel by us (the first of these dates will prevail).

The refund will be made according to the type of payment for the order being returned. In other words, if the Products were paid for:

- By credit card, and the credit card is still valid, the refund for your returns will be paid straight into the bank account associated with your card.
- By credit card, and the credit card is no longer valid, the refund for your returns will be paid in the form of a credit note.
- By PayPal, and your PayPal account is still active, the refund for your returns will be paid into this PayPal account.

To help **VERTBAUDET** better serve customers, you are asked to indicate on the voucher the reason for return.

6.2 Exchanges

You also have a period of 15 days from the date of receipt of the Products to request an exchange.

You can return the Product for exchange by the same carrier which effected the delivery (terms in Article 6.1).

If the new order is for an amount greater than the order exchanged, you will pay the balance on demand. Conversely, if the amount of the exchange is less than the amount, you will be reimbursed as set out in Article 6.1.

The amount of €10.40 will be automatically deducted from the amount of the items returned. You will not pay any further postage and packing costs for your new order.

7.SPECIFIC CONDITIONS REGARDING PERSONALISED PRODUCTS

Products which are personalised at the Customer's request are excluded from the provisions relating to the right of withdrawal. They cannot be returned or exchanged, unless the warranty against hidden defects is initiated against the item sold (Article 8).

By sending **VERTBAUDET** the personalised text to add to the personalisable Product, the Customer agrees that the terms submitted are exempt from third party rights (copyright), such that **VERTBAUDET** cannot be held liable in any way whatsoever.

Furthermore, the Customer undertakes not to ask for a Product to be personalised by the use of terms which are pornographic, paedophilic, violent, obscene, defamatory or offensive.

VERTBAUDET reserves the right to refuse any personalisation requests that are contrary to this article.

In any event, the Customer will be exclusively liable for any infringement of copyright or violation of the aforementioned ethical provisions; **VERTBAUDET** being released from any liability in this respect.

Finally, it is made clear to the Customer that **VERTBAUDET** does not check the spelling or grammar of the text sent by the Customer.

8.GUARANTEES

8.1 Legal guarantees

For all your purchases, you get the legal guarantee of conformity (Articles L217-4 and following of the French Consumer Code) and the warranty against hidden defects (Article 1641 of the French Civil Code), enabling customers to return the defective or non-conforming delivered Products.

Legal guarantee of conformity :

To benefit from the legal guarantee of conformity, you:

- Must act within two (2) years of the delivery of the product;
- Must choose between reparation and replacement of the product, subject to charges as per Article L. 217-9 of the French Consumer Code;
- Shall be exonerated, within 24 months of delivery, to prove the lack of conformity of the Product.

The legal guarantee of conformity shall apply independently of any commercial guarantee. (Article 8.2)

Warranty against hidden defects:

You may decide to initiate the warranty against the hidden defects stipulated in the Article 1641 of the French Civil Code. In this case, you can choose between the cancellation of the sale or a reduction of the selling price, in accordance with the Article 1644 of the French Civil Code.

Legal guarantee of conformity:

Article L217-4 of the French Consumer Code:

The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused

by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.

Article L217-5 of the French Consumer Code:

To conform to the contract, the product must :

- 1° Be suitable for the purpose usually associated with such a product and, if applicable: - correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; - have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling;
- 2° Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.

Article L211-12 of the French Consumer Code:

Action resulting from lack of conformity lapses two years after delivery of the product.

Warranty against hidden defects :

Article 1641 of the French Civil Code:

The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

Article 1648 – 1st paragraph of the French Civil Code:

An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the vice.

It should be noted also that you also benefit of the more favourable provisions of the Consumer Code in force in your country of residence.

8.2 Spare part

The term availability of spare parts for our Products is 6 months.

For Products under warranty or the length of the availability of parts is equal to the duration of said commercial guarantee, within the limits of available stocks.

9.ENVIRONMENT – REACH

For any question relating to the European standard REACH, please contact us by mail at the following address:
VERTBAUDET - Service Correspondance - 216 rue Winoc Chocqueel - 59200 Tourcoing - France.

10. PERSONAL DATA

When ordering, the personal data will be subject to computerized processing.

The Customer is asked to refer to the Website's "Protection of privacy" tab for further information regarding this point.

11. INTELLECTUAL PROPERTY

All elements of the Website, whether visual or sound, including the underlying technology, are protected by copyright, trademarks or patents. As such, no documents coming from the Internet site can be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any way. However, one copy of the documents can be downloaded to a computer for your personal usage and only for non-commercial purposes, provided that you do not modify the information contained therein, and maintains the intact nature of all copyrights or other ownership indications. Any modification of these documents or their usage for another purpose constitutes a violation of the intellectual property rights of **VERTBAUDET**.

A user with a personal Internet site who wishes to place on his/her site, for personal purposes, a simple link leading directly to the Internet site's homepage is required to have requested the prior authorization of the **VERTBAUDET** company. Under no circumstances will this constitute an implicit affiliation agreement. On the other hand, any hypertext link leading to the Internet site and that uses framing or in-line linking techniques is formally forbidden. In any event, any link must be removed when requested by **VERTBAUDET**.

12. ENTIRETY

In the event that any provision of the Terms and Conditions is null and void by a change in legislation, regulation or court decision, it does not in any way affect the validity and enforceability of these Terms and Conditions.

13. LIABILITY

For all order taking steps and for the steps after the conclusion of the sales contract, **VERTBAUDET** has an obligation of result.

Thus **VERTBAUDET** undertakes to describe with great accuracy the Products sold on the Website. However, the responsibility of **VERTBAUDET** will be liable if the breach of its obligations would be due to an unforeseeable and irresistible third contract is a case of force majeure as defined by French jurisprudence.

VERTBAUDET cannot be held liable for inconvenience and damage relating to the use of the Internet as including a break in service, the presence of computer viruses or external intrusion or more generally all cases classified as force majeure by the French courts.

The Website complies with French laws and, in any event, **VERTBAUDET** provides no guarantee of conformity with the local legislation that may be applicable to you, in the event that you access the Internet site from another country.

14. DISPUTE SETTLEMENT

14.1 Mediation

For any complaints regarding your order, thank you to contact us:

- By phone at +33 (0)3 20 76 97 41 from Monday to Friday, 9:00 AM to 6 PM (except on December 25, January 1st and May 1st), French time,
- By email : SServiceWebVB.com@cyvbgroup.com
- By mail to **VERTBAUDET** – Customer Service – 216 rue Winoc Chocqueel – 59200 Tourcoing – France.

Under the provisions of the French Consumer Code regarding the amicable settlement of disputes, **VERTBAUDET** adheres to the Office of the Ombudsman ecommerce FEVAD (Federation du e-commerce et de la vente à distance) whose coordinates are: 60 rue de la Boétie - 75008 Paris - France - <http://www.mediateurfevad.fr>. After prior written approach of consumers vis-à-vis **VERTBAUDET**, the Ombudsman Service can be entered for any dispute of consumption which settlement would have failed. For the Ombudsman referral procedures, [click here](#).

You can also submit your claim on resolving disputes platform posted online by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer your claim to the competent national ombudsmen.

14.2 Governing law and jurisdiction

Failing an amicable solution, any legal action will be brought before the competent courts of the place of domicile of the defendant.

Contracts concluded through our Website, and governed by these Terms and Conditions, and any dispute related to these will be subject to French law, unless national provisions more favorable to the consumer.

VERTBAUDET is a member of the FEVAD ("Fédération du e-commerce et de la vente à distance") and adheres to the FEVAD Code of Conduct, and is thereby a member of the EMOTA (European E-commerce and Mail Order Trade Association). It undertakes to comply with the best practices normally used in the distance selling sector. The Website complies with French law.