

# General Conditions of Sale

Updated March 07, 2022

The VERTBAUDET company operates, under the Vertbaudet brand and trade name, a sales activity of items mainly intended for the market of babies and children, mothers-to-be, childcare, as well as decoration and decoration. arrangement of the children's room.

These general conditions (the " **GTC** ") govern the sale of the products presented on the site [www.vertbaudet.com](http://www.vertbaudet.com) (the " **Website** ") by the company VERTBAUDET, a simplified joint-stock company, registered with the Trade and Companies Register of Lille Métropole under number 397 555 327, whose registered office is at 216 rue Winoc Chocqueel – 59200 TOURCOING – France, intra-community VAT number FR68 397555327 (hereinafter referred to as " **Vertbaudet** ").

You can contact us at the following address:

<https://service.global-e.com/>

We have an international partner, a commission agent, named Global-e, who is in charge of facilitating the execution of your order, from purchase to delivery. It is Global-e which, in particular, takes care of the receipt of the order, the payment and which then makes the delivery thanks to its approved carriers. When you place an order on our Website, Global-e is our intermediary and you are therefore subject to its General Conditions of Sale.

Global-e France, a simplified joint-stock company, is a company registered with the Paris Trade and Companies Register, under number 818 358 459, whose registered office is located at 320 rue Saint Honoré – 75 001 Paris – France ( hereinafter referred to as "Global-e").

For Global-e terms and conditions, visit the following links:

- [Global-e Terms of Service](#)
- [Global-e Privacy and Cookies Policy](#)

Global-e will be responsible for the following missions:

- The display of prices in the Customer's local currency;
- The sale of products offered for sale by Vertbaudet on its Website;
- Shipping and delivery of orders from our customers in the World zone

You can contact Global-e for any questions relating to the aforementioned assignments at the following address:

<https://service.global-e.com/>

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## PREAMBLE

These T&Cs are concluded between Vertbaudet and any non-commercial natural person aged at least eighteen (18) wishing to make a purchase via the Website (the " **Customer** ").

These T&Cs govern the sale of all products presented on the Website (hereinafter the " **Products** "), including the sale of products as part of a birth list.

**vertbaudet**

Vertbaudet reserves the right to modify the T&Cs at any time. However, these new T&Cs will only apply to orders placed after they are posted online.

Vertbaudet ensures compliance with any Codes of Conduct applicable in the Customer's country of residence.

If a condition of sale were to be lacking, it would be considered to be governed by the practices in force in the distance selling sector whose companies are headquartered in France.

## 1. THE OFFER

Any order implies acceptance of the prices and description of the Products available for sale. The items sold are described and presented with the greatest accuracy. If, despite all our precautions, minor errors occur, we can in no way be held liable for this fact. Any dispute on this point will take place within the framework of a possible exchange and the guarantees mentioned in article 8 (the return costs will then be borne by Vertbaudet).

In addition, we could, because of our suppliers, be brought to deliver you an article whose composition is slightly different from that described but in any event of equal or superior quality to the ordered article. If this delivered item does not suit you, you of course also benefit from the legal guarantee of conformity.

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

## 2. PRICES

The prices of the Products indicated on the Website are valid for the duration of the online publication.

The prices of the Products are displayed in Euros and are exclusive of delivery costs (see article 5). The amount of these costs will be specified in the basket before validation of the order.

- **For shipments in the European Union (excluding DROM COM – ex French DOM TOM):**

The prices displayed will be inclusive of all taxes. They take into account the French Value Added Tax, or if applicable, the country of destination, at the rate in force on the day of the order.

- **For exports outside the European Union and DROM COM (ex DOM TOM):**

The prices displayed will be **exclusive of tax**.

You will then have to pay in addition, any customs duties and/or taxes upon delivery of the Products. Vertbaudet is not in a position to determine in advance the amount of these taxes, the rates, basis and criteria of which differ between countries. You are therefore invited before any order to contact your National Customs Office for more information.

If one or more taxes or contributions, in particular environmental, were to be created or modified, up or down, this change may be passed on to the selling price of the Products present on the Website and on the various sales 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 9 a.m. to 6 p.m. Monday to Friday (except December 25, January 1 and May 1), French hours (at exception of orders for Products belonging to a Birth List).

### 3.1 Prior identification of the Client

To place an order, you must identify yourself with your email address or your Customer number and your password. For any first order, you must follow an account creation procedure indicated on the Website. The Client number is personal. Any loss or omission must be reported to Vertbaudet Customer Service by calling +33 (0)3 20 76 97 41, from 9 a.m. to 6 p.m. Monday to Friday (except December 25, January 1 and May 1), French hours.

### 3.2 Registration and validation of the order

Once you have chosen all the Products you wish to order, you will be able to log in to your account, or create an account, afterwards, you will have to choose the address and the delivery method, and finally validate the payment method. This last step will formalize the sales contract between Vertbaudet and you.

The validation of the order implies express acceptance of the GCS.

Vertbaudet will acknowledge receipt of the order by sending an e-mail within forty-eight (48) hours (except for orders placed on Fridays, Saturdays, Sundays and public holidays, French hours). You also have the option of printing an order summary directly on the Website.

In case of unavailability of a Product ordered, you will be informed by e-mail. The cancellation of the order for this Product will then be carried out.

Nevertheless, in certain cases, in particular non-payment, incorrect address or other problem on your account, Vertbaudet reserves the right to block the Customer's order until the problem is resolved.

For any questions relating to the follow-up of your order, please call +33 (0)3 20 76 97 41, from 9 a.m. to 6 p.m., Monday to Friday (except December 25, January 1 and May 1), French hours.

Keep the delivery note attached to your package, it will be useful in case of exchange or refund.

## 4. PAYMENT

### 4.1 By bank card (Visa, Eurocard, Mastercard)

Any costs related to the use of a foreign bank card on the Website will be borne by the Customer. The latter is therefore invited to contact their bank in order to find out about any applicable fees and/or exchange commissions.

In accordance with the French law of March 13, 2000 on the electronic signature, the online transmission of your card number and the final validation of your order are worth as proof the entire order and the exigibility of the sums due in payment of this demand.

In the event of fraudulent use of your card, you are invited to immediately contact Customer Service on +33 (0)3 20 76 97 41, from 9:00 a.m. to 6:00 p.m. Monday to Friday (except December 25, January 1 and May 1), French hours.

### 4.2 With your PAYPAL account

By choosing payment via PayPal, the Customer will be automatically directed to his PayPal account. Once the PayPal payment has been validated, the Customer can complete his order on the Website.

## 5. DELIVERY

The [www.vertbaudet.com](http://www.vertbaudet.com) website is reserved for orders with billing and delivery addresses in a country in which there is no Vertbaudet website dedicated to this country (for example [www.vertbaudet.fr](http://www.vertbaudet.fr) in France or [www.vertbaudet.co.uk](http://www.vertbaudet.co.uk) in the United Kingdom,...).

If there is a specific website (Germany, Belgium, Spain, France, Portugal, United Kingdom, Switzerland), the Customer who connects to the [www.vertbaudet.com](http://www.vertbaudet.com) website will be redirected to the Vertbaudet website dedicated to his country .

For each order, you are asked for a flat-rate contribution to the order processing costs (shipping, packaging, making the package) for an amount of \$7.99 regardless of the country of delivery. Participation is due only once per order even if it is delivered in several packages. This amount is communicated in the "Basket" step when placing the order online.

For unassembled Products, assembly remains the responsibility of the Customer. The latter puts the equipment into service himself by complying with the commissioning instructions included in the user manual.

## 6. REFUND / EXCHANGE (RIGHT OF WITHDRAWAL)

All Products delivered may be subject to reimbursement except those excluded by French law. The Products must not have been worn, washed or damaged and must be returned intact in their original packaging with any accessories, user manuals and other documentation.

### 6.1 Right of withdrawal

All Products may be subject to withdrawal, except those excluded by law in Article L.221-28 of the French Consumer Code, for example Products that have been personalized on your request, the Products having been unsealed and which cannot be returned for hygienic reasons (eg: tights worn), etc.

You have 15 days from receipt of the last package of your order to notify us of your wish to withdraw by free mail or by email at <https://service.global-e.com/Categories/How-can-I-return-an-item> . You have an additional 15 days from the sending of the return notification (i.e. 30 days from the receipt of the last item in your order), to return a product from your order to us, according to the provisions below. Even if you have not notified us of your wish to return (via the means mentioned above), Vertbaudet will nevertheless agree to take back your product, as long as it is returned to us within 30 days of delivery of the last package. of your order.

The return transport costs as well as any taxes and/or customs duties that he may have paid will be the responsibility of the Customer, unless more favorable national provisions.

You are invited to return your items via the same carrier that made the delivery (UPS or La Poste, depending), to benefit from the following advantages:

- a preferential rate of \$14.00 per parcel regardless of the country of dispatch, a rate that you will not have to pay since these return costs of \$14.00 will be automatically deducted by Vertbaudet from the amount to be reimbursed to you.

Vertbaudet then undertakes to reimburse you, subject to compliance with the conditions mentioned above, the sums as soon as possible and at the latest within 14 days of receipt of proof that the package has been sent to our attention ( receipts, stamped and dated by the Post Office, parcel depots) or receipt of the parcel by us (the first of these two dates being retained).

The refund will be made via the payment method of the returned order.

Thus if the order of Products has been settled:

- By credit card and that the credit card is still valid, your refund of your returns will be made directly by credit to the bank account attached to this card.
- By credit card and the credit card is no longer valid, your refund of your returns will be made directly by a credit note in your name.
- By PayPal, and the PayPal account is still active, the refund of your returns will be made to this PayPal account.

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

## 6.2 Exchange

You also have a period of fifteen (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 that made the delivery (terms appearing in article 6.1).

If the new order is for a higher amount than the one exchanged, you will have to pay the balance on demand. Conversely, if the amount of the exchange is less than the initial amount, you will be reimbursed according to the terms set out in article 6.1.

The amount of \$14.00 will be automatically deducted from the amount of the returned items. You do not pay a new flat-rate contribution to the shipping costs for the shipping of your new order.

## 7. SPECIFICITIES WITH REGARD TO PERSONALIZED PRODUCTS

Products personalized at the Customer's request are excluded from the provisions relating to the right of withdrawal. They are neither taken back nor exchanged, except in the case of bringing into play the guarantee of defects affecting the thing sold (Article 8).

By transmitting to Vertbaudet the textual personalization to be added to the Customizable Product, the Customer agrees that the terms transmitted are free of third party rights (intellectual property rights), so that Vertbaudet cannot be held liable. in any capacity.

In addition, the Customer undertakes not to request the customization of the Product by the affixing of terms that are pornographic, pedophile, violent, obscene, defamatory or likely to undermine human dignity.

Vertbaudet reserves the right to refuse any customization request contrary to this article.

In any case, any violation of the rights of third parties or of the aforementioned ethical provisions will engage the exclusive responsibility of the Client; Vertbaudet disclaiming all liability in this regard.

Finally, the Client is informed that Vertbaudet does not check the spelling and grammar of the text transmitted by the Client.

## 8. GUARANTEES

### 8.1 Legal guarantees

For all your purchases, you benefit from the legal guarantee of conformity (articles L217-4 and following of the French Consumer Code) and the guarantee against hidden defects (articles 1641 and following of the French Civil Code), allowing customers to return the defective or non-compliant Products delivered.

#### **Legal guarantee of conformity:**

When you act as a legal guarantee of conformity, you:

- have a period of two years from delivery of the Product to act;
- can choose between repairing or replacing the Product, subject to the cost conditions provided for in article L.217-9 of the Consumer Code;
- are exempted from providing proof of the existence of the lack of conformity of the Product during the 24 months following the delivery of the Product beyond.

The legal guarantee of conformity applies independently of any commercial guarantee granted (see article 8.2).

#### **Warranty against hidden defects:**

You can decide to implement the warranty against hidden defects of the thing sold within the meaning of article 1641 of the Civil Code. In this case, you can choose between canceling the sale or reducing the sale price in accordance with article 1644 of the Civil Code.

#### **Legal guarantee of conformity:**

*Article L.217-4 French Consumer Code:*

The seller is required to deliver goods that comply with the contract and is liable for any lack of conformity existing at the time of delivery. He is also liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when this has been charged to him by the contract or has been carried out under his responsibility.

*Article L.217-5 French Consumer Code:*

To comply with the contract, the good must: 1° Be suitable for the use usually expected of a similar good and, where applicable: - correspond to the description given by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or model; - present the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling; 2° Or present the characteristics defined by mutual agreement by the parties or be suitable for any special use sought by the buyer, brought to the seller's attention and which the latter has accepted.

*Article L.211-12 French Consumer Code:*

The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods.

#### **Warranty against hidden defects:**

*Article 1641 French Civil Code*

The seller is bound by the guarantee for hidden defects in the thing sold which render it unfit for the use for which it is intended, or which reduce this use so much that the buyer would not have acquired it, or would have paid less for it, if he had known them.

*Article 1648 al 1st French Civil Code:*

The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect.

It should be noted that you also benefit from any provisions of the Consumer Code in force in your country of residence which would be more favorable to you.

## 8.2 Spare parts

The duration of the availability of spare parts for our Products is equal to 6 months. For Products under manufacturers' commercial warranty, the duration of the availability of parts is equal to the duration of said commercial warranty, within the limits of available stocks.

## 9. ENVIRONMENT

For any questions regarding the European REACH standard, please contact us by post at the following address: Vertbaudet - Service Correspondance – 216 rue Winoc Chocqueel – 59200 Tourcoing – France.

## 10. PERSONAL DATA

When you place an order, your personal data is subject to computer processing.

Please refer to the "Privacy & Cookies" tab on the website for full information on this point.

Acceptance of the T&Cs implies acceptance of the terms of the "Privacy & Cookies" policy.

## 11. INTELLECTUAL PROPERTY

All elements of the Website, whether visual or audio, including the underlying technology, are protected by copyright, trademarks or patents. Similarly, the trademarks, logos, designs and models appearing on the Website are the exclusive property of Vertbaudet. Their disclosure can in no way be interpreted as granting any license or right to use any of the said trademarks and distinctive elements protected by copyright. They cannot therefore be used under penalty of infringement.

Thus, none of the documents from the Website may be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any way whatsoever.

However, it is possible to download a copy of the documents on a computer for your personal use and only for non-commercial purposes, provided that you do not modify the information contained and that you keep intact all copyright and other proprietary notices. The modification of these documents or their use for another purpose constitutes an infringement of Vertbaudet's intellectual property rights.

If you have a personal website and you wish to place, for personal use, on your site a simple link directly to the home page of the Website, you must request authorization from Vertbaudet. . In this case, it will not be an implicit affiliation agreement.

On the other hand, any hypertext link referring to the Website and using the technique of framing or in-line linking is strictly prohibited. In all cases, any link, even tacitly authorised, must be removed upon simple request from Vertbaudet.

## 12. INTEGRALITE

In the event that one of the clauses of the GCS would be null and void by a change in legislation, regulation or by a ruling, this can in no way affect the validity and compliance with these GCS.

## 13. RESPONSIBILITY

Vertbaudet has an obligation of result for all stages of order taking as well as for stages subsequent to the conclusion of the sales contract.

Vertbaudet therefore undertakes to describe the Products sold on the Website with the utmost accuracy. On the other hand, Vertbaudet cannot be held liable in the event that the non-performance of its obligations is attributable either to the unforeseeable and insurmountable event of a third party to the contract or to a case of force majeure as defined by French case law.

Vertbaudet cannot be held liable for inconveniences and damages relating to the use of the Internet network, such as a break in service, the presence of computer viruses or external intrusions or more generally any case qualified as force majeure by the French courts.

The Website complies with French legislation, and in no case does Vertbaudet give any guarantee of compliance with the local legislation which would be applicable to you, when you access the Website from other countries.

## 14. SETTLEMENT OF DISPUTES

For any complaint relating to your order, please contact us:

- by telephone on +33 (0)3 20 76 97 41, from 9:00 a.m. to 6:00 p.m. from Monday to Friday (except December 25, January 1 and May 1), French hours,
- by [contact form](#)
- by post to Vertbaudet – Customer Service – 216 rue Winoc Chocqueel – 59200 Tourcoing – France

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, for any consumer dispute which has not been settled beforehand with Vertbaudet, you can present your complaint free of charge to a consumer mediator.

VERTBAUDET is a member of the e-commerce Mediator Service of the FEVAD (Federation of e-commerce and distance selling) whose contact details are as follows: 60 rue la Boétie – 75008 Paris – France – <http://www.mediateurfevad.fr> . To find out how to refer to the Mediator, [click here](#) .

You can also submit your complaint on the dispute resolution platform put online by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/> . The European Commission will transfer your complaint to the competent national mediators .

### 14.2 Applicable law and jurisdiction

The court of the defendant's place of residence shall have jurisdiction for any legal action, if the parties are unable to reach an amicable settlement.

The contracts concluded through our Website, and governed by these GTC, as well as any dispute in connection with them will be ruled by French law, unless local legislation is more favourable to the consumer. .

Vertbaudet is a member of FEVAD (“Fédération du e-commerce et de la vente à distance”) and adheres to the FEVAD Code of Ethics, and therefore, as such, a member of EMOTA (European E-commerce and Mail Order Trade Association). It undertakes to respect the best practices usually accepted in the distance selling sector.

The Website complies with French legislation.