

Terms of Sales

These terms of sale are concluded on the one hand by the company **BOING ATTITUDE** whose head office is located at 9, rue Chaptal 44100 Nantes FRANCE, registered in the Trade and Companies Register of Nantes, France under number 502 119 886 00013, known as "BOING ATTITUDE" and managing the BOING ATTITUDE website <http://glames.online.fr> and, on the other hand, by any moral or physical person wishing to make **a purchase via the BOING ATTITUDE website (<http://glames.online.fr>)** hereinafter referred to as "the buyer".

Article 1: object

These terms of sales aim to define the contractual relationship between **BOING ATTITUDE** and the buyer and the terms applicable to any purchase made through the **BOING ATTITUDE website (<http://glames.online.fr>)**. The acquisition of a product through this site implies unreserved acceptance by the buyer of these terms of sales, which the buyer acknowledges having read before placing his order. Before any transaction, the buyer declares on the one hand that the purchase of products on the **BOING ATTITUDE site (<http://glames.online.fr>)** is not directly related to his professional activity and is limited to strictly personal use. and on the other hand to have full legal capacity, allowing it to commit to these general terms of sales.

BOING ATTITUDE retains the possibility of modifying these terms of sale at any time, in order to comply with any new regulations or in order to improve the use of its site. Therefore, the applicable terms will be those in effect on the date of the order by the buyer.

Article 2. Products

The products offered are those which appear on the **BOING ATTITUDE site (<http://glames.online.fr>)** of the company **BOING ATTITUDE**, within the limits of available stocks. **BOING ATTITUDE** reserves the right to modify the assortment of products at any time. Each product is presented on the website in the form of a description showing its main technical characteristics. The photographs are as accurate as possible but do not bind the Seller in any way. The sale of products presented on the **BOING ATTITUDE site (<http://glames.online.fr>)** is intended for all buyers residing in countries which fully authorize the entry into their territory of these products.

Article 3. Prices

The prices appearing on the product sheets of the internet catalog are prices in Euros (€) all taxes included (TTC) taking into account the VAT applicable on the day of the order. Any change in the VAT rate may be reflected in the price of the products. **BOING ATTITUDE** reserves the right to modify its prices at any time, it being understood, however, that the price listed in the catalog on the day of the order will be the only one applicable to the buyer. The prices indicated include delivery costs where applicable.

Article 4. Order and payment terms

BOING ATTITUDE offers the buyer the option of ordering and paying for their products using 2 payment options :

- **Payment by bank transfer:** the buyer must write his order in English in an email, specifying the name of the product(s) ordered, the quantity ordered and the order date. Upon receipt of the email by **BOING ATTITUDE**, the buyer receives an email confirming the registration of his order. In order to finalize his payment and trigger the processing of his order, the buyer must contact his bank in order to make the transfer corresponding to the amount of his order to the bank account of **BOING ATTITUDE**, the bank details being communicated to the buyer. Upon receipt of the transfer, the order will be processed and the buyer will be informed by e-mail. **BOING ATTITUDE** will ship the products no earlier than 2 working days after receipt of the transfer corresponding to the order, subject to provisions.
- **Secure payment by Paypal or credit card (via the PAYPAL system):** the buyer clicks on the "Buy" button corresponding to the product he wishes to buy. The buyer is then redirected to the secure PAYPAL interface in order to securely fill in his Paypal account or personal credit card references. If payment is accepted, the order is registered and the contract definitively formed. Payment by Paypal account or by credit card is irrevocable. In the event of fraudulent use thereof, the buyer may demand the cancellation of the payment by card, the sums paid will then be credited or returned. The responsibility of the holder of a bank card is not engaged if the disputed payment has been proven fraudulently, remotely, without physical use of his card. To obtain reimbursement of the fraudulent debit and any bank charges that the operation may have generated, the cardholder must contest, in writing, the debit from his bank, within 70 days of the operation, or even 120 days, if the contract binding him to it so provides. The amounts withdrawn are reimbursed by the bank within a maximum period of one month after receipt of the written objection lodged by the holder. No cost of restitution of sums can be charged to the holder.

The confirmation of an order implies acceptance of these terms of sales, the recognition of having full knowledge of them and the waiver of its own terms of purchase. All the data provided and the recorded confirmation will constitute proof of the transaction. If the buyer has an e-mail address and if he has filled it in on his order form, **BOING ATTITUDE** will send him confirmation of the registration of his order by e-mail.

If the buyer wishes to contact **BOING ATTITUDE**, he can do so either by mail to the following address: BOING ATTITUDE 9, rue Chaptal 44100 Nantes FRANCE; either by email at the following address: boing.attitude@online.fr, or by phone at (33) 02 40 69 47 93.

Article 5. Retention of property

The **BOING ATTITUDE** company retains full ownership of the products sold until the price has been fully collected, in principal, costs and taxes included.

Article 6. Withdrawal

If the buyer acquires a dematerialized product, that is to say, without "physical" medium (floppy disk, CD-ROM, DVD, etc.) and downloadable from the internet, he expressly waives his right of withdrawal under French article L221-28 / Ordinance n ° 2016-301 of March 14, 2016 - art.

If the buyer acquires a "physical" product (diskette, CD-ROM, DVD, etc.), he has fourteen working days from the delivery of his order to exercise his right of withdrawal provided that the product has not been opened. The buyer can thus return the product to the seller for exchange or refund without penalty, with the exception of return costs. The buyer must, however, notify **BOING ATTITUDE** before any return.

Article 7. Delivery

Deliveries are made to the address indicated on the order form, which can only be in the agreed geographical area. Orders are delivered by **La Poste**, delivered without signature. Delivery times are only indicative; if these exceed thirty days from the order, the sales contract may be terminated and the buyer reimbursed. The buyer is delivered to his home by his postman. The risks associated with transport are the responsibility of the purchaser from the moment the items leave the premises of **BOING ATTITUDE**. The buyer is responsible for checking the condition of the packaging of the goods and their contents upon delivery. In the event of damage during transport, any protest must be made to the carrier within three days of delivery.

Article 8. Guarantee

All products supplied by **BOING ATTITUDE** benefit from the legal guarantee provided for by articles 1641 and following of the French Civil Code. In the event of non-compliance of a product sold, it may be returned to **BOING ATTITUDE**, which will take it back, exchange it or reimburse it. All complaints, requests for exchange or reimbursement must be made by post to the following address: **BOING ATTITUDE 9, rue Chaptal 44100 NANTES FRANCE**, within thirty days of delivery.

Article 9. Liability

BOING ATTITUDE, in the distance selling process, is only bound by an obligation of means. It cannot be held liable for damage resulting from the use of the Internet such as loss of data, intrusion, virus, interruption of service, or other unintentional problems.

Article 10. Intellectual property

All the elements of the **BOING ATTITUDE** <http://glames.online.fr> site are and remain the intellectual and exclusive property of **BOING ATTITUDE** company. No one is authorized to reproduce, exploit, or use for any purpose whatsoever, even partially, elements of the site whether in the form of a photo, logo, visual or text.

BOING ATTITUDE retains all intellectual property rights concerning the products, without time limit. **BOING ATTITUDE** only grants a user license to the purchaser.

Article 11. Personal data

BOING ATTITUDE undertakes to preserve the confidentiality of the information provided by the purchaser, which he would be required to transmit for the use of certain services. Any information concerning him is subject to the provisions of French Law No. 78-17 of January 6, 1978. As such, the Internet user has the right to access, modify and delete information concerning him. He can make a request at any time by mail to the following address: **BOING ATTITUDE 9, rue Chaptal 44100 NANTES FRANCE.**

Article 12. Settlement of disputes

These distance selling terms are subject to French law. For all disputes or litigation, the competent court will be that of NANTES, FRANCE.

