



Furniture craft room for children

## General terms and conditions.

### Article 1 : Preamble.

[www.bonsoirlalune.fr](http://www.bonsoirlalune.fr) The website is operated by the company **Bonsoir la lune**. These general conditions of sale apply exclusively between society **Bonsoir la lune**. (Here in after "**we**") and anyone visiting or making a purchase through the site [www.bonsoirlalune.fr](http://www.bonsoirlalune.fr) (here in after "**You**"). These Terms of sale may be subject to change, the applicable conditions are those in effect at the site at the time of placing your order.

The sales of the company **Bonsoir la lune** are subject to the following general conditions that the buyer agree without restrictions or reservations as soon as we address an order accompanied by full payment, under the conditions described below.

### Article 1 : Contract.

#### 1.1 Conditions to make an order.

Only those who can legally purchase contracts concerning products on the site we can place an order.

#### 1.2 Ordering.

When ordering, you must agree to provide the information you requested and how to get involved on the veracity of the latter. After your order, a confirmation email will be sent, provided that the e-mail stated to be valid.

### Article 2 : Price.

The prices posted on the site are quoted in euros all taxes included French (French VAT and other taxes applicable), excluding participation in shipping costs. The current prices will be those displayed on the date of dispatch of the order form.

### **Article 3 : Property.**

The ownership of goods sold is transferred to the customer once the full payment made. But the responsibility of the risks of any kind that could undergo our products will be transferred to the customer upon delivery of those products.

The purchaser shall take all necessary insurance to cover those risks. (See below for Product availability and delivery)

### **Article 4 : Payment.**

You can make payment by credit card or by check (see below). The cards issued by banks domiciled in France must be international bank cards.

#### **Payment by cheque.**

The payment by cheque can only cheques in euros drawn on a bank based in France. For payments by cheque, made the cashing of the cheque is made upon receipt of the cheque. The cheque will be made payable to the **Bonsoir la lune**, and sent to the address below with the order form:

Bonsoir La Lune  
9, rue Faidherbe  
59239 Thumeries  
France

#### **Important !**

The orders paid by check will be taken into account once the transaction completed. No product can be shipped to a buyer if it did not pay in advance the full (100%) of the selling price including VAT and product delivery costs incurred.

Any change or cancellation of orders requested by the buyer may be taken into account only if it succeeds in writing at least 15 days prior to shipment of products. We reserve the right to apply a penalty of 30% of the cost, excluding postage, this command.

In case of late payment by the buyer, **Bonsoir la lune** will suspend all pending orders without prejudice to any other courses of action until full settlement of the order.

### **Article 5 : Rights customs.**

Any order placed on the Site and delivered outside France will be subject to taxes and customs duties which are imposed when the package reaches its destination. These tariffs and taxes related to the delivery of an item are dependent on you and are your responsibility. We are not required to check and inform you of duties and taxes applicable. If you want to know, We advise you inquire with the authorities in your country.

### **Article 6 : Scheduling of delivery.**

Except as otherwise provided in these Terms of Sale delivery charges are always at your expense and are calculated at the passing of your order based on the number of articles, weight and destination.

The products are necessarily delivered to the address indicated by the client when entering information at its command. That is why we advise you to ensure the accuracy of the information provided for delivery.

### **Damaged products:**

In case of discrepancies in respect of the delivery, you must check the status of the articles contained in the package. If the goods are damaged, you must refuse the package and indicate its reserves in the form of detailed handwritten comments, dated, explicit and accompanied by his signature. You must, in addition, **the same day** of delivery, sending its claims on customer service by email at boutique@bonsoirlalune.fr stating: Product (s) (s) damaged in the post title. Complaints made outside of this period may be dismissed without recourse to the Client. The absence of complaints, non issuance of reserves from the Customer mean that the product delivered is deemed satisfactory and will not be subjected to any subsequent dispute.

### **Article 7 : Deadline for delivery**

Delivery times indicative range from 1 to 8 weeks depending on the number of furniture ordered. In order to monitor the delivery of its order, you will receive an email at the time of shipment of the product and then when it is sent. The time mentioned is indicative and we will not be held responsible for the consequences due to a delay in delivery.

In case of non-delivery of an order or part of Command You have a period of sixty (60) days from the date specified for the Order delivery to notify Customer Service. At the expiration of this period, no more claim on your part will be admissible, ie any request for exchange, refund or replacement.

## Article 8 : Back

### 8.1 - Background

You have a right to terminate 24 hours after placing your order informing the Customer Service. If the product has not yet been shipped, You are refunded without penalty.

Otherwise, the provisions of Article L. 121-20 of the Code of Consumer apply.

In accordance with the provisions of Article L. 121-20 of the Code of Consumer Affairs, you have a right to return within 7 days of receiving your order. So you can get the right to return a product that does not suit you, without penalty.

In the event of exercising your right to return in accordance with the provisions of article L. 121-20 of the Consumer Code, the cost of return of the Order are at your expense.

Any request for return only after we reach that period of 7 days for whatever reason will not be accepted.

### 8.2 - Procedures for the return of a product

To exercise the right of return, you must first contact the Customer Service email stating the " request for return " in the subject of the email.

#### Right of Return:

If the return comes from a change of mind, the client must send at its expense by the carrier indicated by the **Bonsoir la lune**, the command to the address you will be notified. You get a period of 15 days from the date of receipt of the email. In the event of exercising the right of return in accordance with the conditions set forth herein, the customer will be offered a refund of the amount of the purchase, excluding the amount of transportation costs paid by the client.

#### Products not conform:

When the return of the product back to a mistake **Bonsoir la lune** or non-compliance of the product, we reach ferrons Customer slip back allowing it to ship the product without charge. The only case when transportation costs for the return of proceeds will be reimbursed to the Customer is where the return back to a mistake on the part of **Bonsoir la lune**.

The product, we must be returned in a clean-resale ie respecting the conditions of return set out below:

- In its exact origin state,
- Within its packaging, which must be intact,
- With all the accessories that were attached,
- In perfect working order,
- Do bearing no trace of use,
- With his instructions for use.

The products must be accompanied by the detailed contents back into the shipment and the sales invoice you received by email.

The risks associated with the return of the product, whatever the cause, lies with the client. If the product is lost when this shipment, You are solely responsible and shall not be reimbursed by us.

**Bonsoir la lune** will arrange to repay the Client within 30 days from the date of receipt of returned product. If the returned product fails to **Bonsoir la lune** within the period and terms of this Article 9, the Customer will not be refunded.

### **Article 9 : Warranties and Liability**

To qualify for product warranty, the customer must retain the purchase invoice for the product he received by email. No product whose operation would prove to be defective after 7 days following receipt of the Products by the Customer will not be borne by **Bonsoir la lune**. Regardless of the contractual guarantee granted, the seller is given the lack of conformity of goods with the contract and flaws in critical conditions. If the customer feels that the product is suffering from a defect rendering them unfit for use and still under warranty, the customer will be in touch with us within the formalism of section 1641 of the Civil Code french. It is recalled that, in principle, the manufacturer is responsible for all matters concerning the safety of products (1386-1 article of the French Civil Code).

In any case, responsibility for **Bonsoir la lune** may not exceed the value of the product purchased and no other compensation could be sought beyond those expressly provided for by the Consumer Code.

## **Article 10 : Licensing of access to the Site**

We are giving you a limited license to access and use the site for your personal use. In no case you are authorized to download or modify all or part of this site without our express written permission.

This license allows you not under any circumstances to use, for sale or for any other commercial use of this site or its contents (products list, descriptions, prices, downloading or copying information on behalf of another businessman, using data, software, sound clips, graphics, pictures, photographs, tools).

This site or any portion of this site should in no way be reproduced, copied, sold or used for commercial purposes without our express written permission.

You may not use techniques for copying of a trademark, logo or any other information (including images, text, models), which we are owners without our express written agreement. You should not use the meta tags or any other "hidden" text containing our name, our brand or one of the companies in our group without our express written agreement. Unauthorized use will terminate the license that you have given us.

We allow you, on a non-exclusive, revocable, to create a hyperlink to the homepage of the site on the condition that a link can we create or build against the companies in our group, or our products or services, an untrue, false, derogatory or prejudicial, we might. In any case, the creation of this link may not initiate our responsibility, in any capacity whatsoever, on the content of your site. Any use your link in our logo, our brand or our graphics requires our prior written consent.

## **Article 11 : Comments, Critics & Communications**

Users of this site, we can send to the address [boutique@bonsoirlalune.fr](mailto:boutique@bonsoirlalune.fr) critics, comments or other content; We submit suggestions, ideas, questions or any other information as it is not illegal , obscene, abusive, threatening, defamatory, libelous, violating intellectual property rights, or detrimental to others and is not or does not contain a virus, political, commercial solicitation, mass mailing, chains or any other form of "spam".

## **Article 12 : Privacy Policy**

We undertake to protect the data that you are personal. All personal data about you that we have collected are treated with the strictest confidentiality, in accordance with our policy of protection of personal data.

## **Article 13 : Applicable law and jurisdiction**

### **13.1 Jurisdiction :**

Standard terms and conditions of **Bonsoir la lune** will be performed and interpreted in accordance with the French law. All dispute that may arise in connection with the validity of their interpretation or enforcement will be submitted to the "Tribunal de Commerce de Lille", which it is expressly granting exclusive jurisdiction. In the event that any provision of general conditions would be considered illegal or unenforceable by a court decision, the remaining provisions of the said conditions remain in force.

### **13.2 Disclaimer.**

Responsibility for **Bonsoir la lune** under the general conditions of sale may not exceed an amount equal to the amounts paid or payable in the transaction giving rise to such liability, regardless of the cause or the form of action.