

# GENERAL TERMS AND CONDITIONS OF SALE FOR PRIVATE INDIVIDUALS

## **1. Purpose**

The purpose of the present general terms and conditions are, on the one hand, to inform any potential private non-commercial individual purchaser of the terms and conditions by which PALMIFRANCE undertakes the sale and delivery of products bought and, on the other hand, to define the rights and obligations of the parties within the framework of the sale of products by the Vendor and Purchaser.

These present general terms and conditions refer exclusively to purchases made by natural non-trading persons with a physical address, a regularly used e-mail address and delivery address, of all of the products shown on the PALMIFRANCE NISHIKIDORI MARKET website.

The products are for sale in the following countries : metropolitan France, the United Kingdom, Ireland, Spain, Portugal, Italy, Switzerland, Belgium, Luxembourg, Germany, Holland, Denmark, Liechtenstein, Croatia, Czech Republic, Russia, Poland, Rumania, Greece, Norway, Sweden, Hungary, Bulgaria.

No deliveries nor after sales service is offered outside these countries.

It is the responsibility of every Purchaser to be aware, prior to validating their order on the PALMIFRANCE website, of all the legislative and regulatory norms applicable to the products subject of their order, notably but not exclusively, with regard to the customs, to hygiene and to safety, and to verify the possibility to import, to consume or to use the products in light of these regulations.

The Purchaser prior to their order, states that :

- the purchase of products on the PALMIFRANCE NISHIKIDORI MARKET website has no direct relation with their professional activity and is for their personal use only ,
- they are legally entitled to agree to the present general terms and conditions.

These terms and conditions override any other terms and conditions, notably general terms and conditions of sale, deemed unwritten, unless specifically and formally provided for by PALMIFRANCE.

Taking into account possible changes in its website, PALMIFRANCE reserves the right to change the present general terms and conditions from time to time. These new general terms and conditions will only be applicable to purchases made subsequent to these modifications.

## **2.PALMIFRANCE details**

Nom : PALMIFRANCE

Joint stock company with a Board of Directors and registered capital of € 80.000.

Address : Z.A.C Aeropôle,

140, Rue Georges Guynemer,

44150 ANCEN IS.

S IRET registration n°: 444 789 127 000 32 RCS NANTES

## **3.Site Access**

The Purchaser will make it their business to set-up adequate IT and telecommunication means to access the PALMIFRANCE site.

The Purchaser will bear all telecommunication charges for the access and use of the NISHIKIDORI MARKET site.

## **4.Contract and Orders**

### **4.1. Prices**

The sale prices of the products offered on the PALMIFRANCE Internet site, indicated in euros, are those in force on the date the Purchaser places their order.

They include all taxes, value added tax (VAT) applicable on the day of the order and any possible price reductions or discounts agreed as special offers .

Should the VAT rate change it will automatically be passed on to the products sold by PALMIFRANCE on its Internet site.

The purchase price does not include delivery charges, invoiced in addition to the price of the products purchased in relation to the amount of the order.

PALMIFRANCE reserves the right to change the purchase price of the products at any moment. The Purchaser will be informed of this change before any validation of their order.

### **4.2. Product specifications**

Pursuant to article L. 111-1 of Consumer Law, the Purchaser can, prior to their order, consult the main specifications of the product(s) they wish to order on the NISHIKIDORI MARKET site.

The Purchaser chooses one or more products among the different categories offered on the NISHIKIDORI MARKET site.

The PALMIFRANCE promotional offers are limited to available stocks and subject to supplier availability.

PALMIFRANCE reserves the right to change the mix of its products if supplier constraints require it.

The photographs, graphics and descriptions of the products on offer are not contractual and in no way bind PALMIFRANCE.

### **4.3. Orders**

Any order presupposes agreement, without limitation and unreservedly, to the present general terms and conditions.

From the moment the Purchaser has validated their order by clicking on the "Validate" icon, they acknowledge fully accepting, and unreservedly, the present general terms and conditions as well as the prices, volumes, colours, weights and quantities of the products they have ordered.

Steps in the ordering process :

- 1)put the products in the basket.
- 2)access an account (existing or new)
- 3)choice of delivery address
- 4)choice of means of payment (if several)
- 5)validation of the order after ticking "I have read and accept the general sales terms"

By clicking on the "Validate" icon together with the identification procedure and the total protection of the messages is equivalent to an electronic signature. This electronic signature has the same value between the parties as a handwritten signature.

The purchase will only be considered as final when PALMIFRANCE sends confirmation of the order by e-mail to the Purchaser. Once the confirmation has been sent, it can only be called into question in the cases enumerated in articles 7.4 "return of products" and 8 "Right of withdrawal" of the present general terms and conditions of sale.

Any fraudulent order or order suspected as such, will be considered as null and void by PALMIFRANCE.

PALMIFRANCE advises the Purchaser to keep this information in a paper or electronic form.

## **5. Payment**

The Purchaser settles payment on order.

All orders are payable in euros.

To settle the order, the Purchaser can avail themselves of the following methods of payment : bank card (cartebleue, Visa, American Express and Master Card)

The Purchaser guarantees PALMIFRANCE that they have the eventual necessary authorisation to use the method of payment chosen, when the order is validated.

Any order settled by cheque or money order will only be processed once the payment has been received.

At no time can the monies advanced be considered as deposits or instalments.

PALMIFRANCE reserves the right to suspend or cancel any order and/or delivery, of whatever nature and at whatever point in the process, in case of non-payment of any sum due by the Purchaser or in the case of a payment issue.

Late payment penalties of an amount equal to the interest rate applied by the European Central Bank to its latest refinancing plan, increased by TEN (10) points, are applicable by full right to amounts remaining unpaid after a TEN (10) day period following the date of invoice.

Deliveries of any new orders could be suspended in the case of late payment of a previous order and this notwithstanding the provisions of the present.

PALMIFRANCE reserves the right to request proof of residence, a photocopy of an identity card and/or a bank card (first side only) from the Purchaser for all payments.

Within the framework of the fight against Internet fraud, information concerning the Purchaser's order could be communicated to any third party for verification.

## **6.Choice of products**

The Purchaser being fully aware of the products commercialised by PALMIFRANCE and of their specifications, takes sole responsibility in relation to their needs as they have previously determined before any order, for the choice of the product(s) subject of their order. Moreover, the Purchaser alone being aware of the products they have and use, is sole judge of the compatibility of the products ordered with those they use.

It is for the Purchaser alone to decide, if they consider themselves insufficiently knowledgeable, to ask for advice.

## **7.Delivery and reception**

### **7.1. General remarks**

The products ordered are handed directly to the Purchaser, or to a shipper or transport company responsible for their delivery.

The products will be delivered to the address given by the Purchaser on the order form, in metropolitan France, the United Kingdom, Ireland, Spain, Portugal, Italy, Switzerland, Belgium, Luxembourg, Germany, Holland, Denmark, Liechtenstein, Croatia, Czech Republic, Russia, Poland, Rumania, Greece, Norway, Sweden, Hungary, Bulgaria.

By default, invoices will be sent to the e-mail address the Purchaser gave when they registered.

If the above procedure is not respected, Purchaser claims will not be accepted.

### **7.2. Delivery**

The Purchaser is delivered at their residence by carrier or their postal service with acknowledgement receipt. In case of absence a document will be left in the Purchaser's letterbox specifying when and where they can collect their parcel.

The Purchaser is required to check, in front of the carrier or postman, the condition of the packaging and its content at delivery.

Where the Purchaser has a doubt of whatever nature regarding the condition or content of their parcel, they must:

- write out their reservations (damage, shortage, damaged parcel, breakages) on the delivery note and sign, or in the case of postal delivery, apply the Colissimo procedure (notably mentioning the damages, any claims and reservations) and refuse the merchandise by immediately informing the postman (form 170),
- inform PALMIFRANCE within 8 days of the date of reception of the products.

PALMIFRANCE cannot be held responsible for any delivery errors. In this case, any additional cost to send the products to another address will be borne by the Purchaser.

### **7.3 Delivery time**

In accordance with the provisions of article L. 121-20-3 of Consumer Law, the products ordered will be delivered within a THIRTY (30) day period from the day following the date the Purchaser validated their order and subject to payment of the price, or, where payment is by cheque or money order, from the day after PALMIFRANCE receives the means of payment.

Except for delays brought on by mistakes or transport company or carrier hold-ups, the Purchaser can, should the delivery not be made within the 30 day period, cancel their order or exchange the products ordered, with the exception of foodstuff, by other products offered on the PALMIFRANCE NISHIKIDORI MARKET site in accordance with the methods detailed in 7.4 below. In the case of repayment, the sums paid by the Purchaser will be returned without delay, except for any compensation and notably any damages.

Where there is a delivery delay with regard the period stipulated above, the Purchaser must inform PALMIFRANCE in writing (letter, fax, e-mail) to enable them to improve the service offered and to investigate the reasons for the delay and possibly proceed with a claim for damages.

A transport company or carrier investigation can take up to TWENTY ONE (21) working days. If the product is found during this period, it will be immediately sent to the delivery address on the delivery note.

On the other hand, if the product is not found at the expiration of this TWENTY ONE (21) day period, PALMIFRANCE will send the Purchaser a new order at their expense.

Should the product ordered no longer be available, the provisions stipulated in article 8 will be applied. Where a product is exchanged, delivery costs will be borne by the Purchaser.

Where a delivery takes place outside metropolitan France, PALMIFRANCE cannot be held responsible for any delay, import issues or seizure of products ordered by the customs of the Purchaser's country of residence based on non-compliance of the said product with the specific norms of the country of delivery.

#### **7.4. Return of products**

PALMIFRANCE accepts the return of any article bought on the site, except for food products, if it is returned within a FIFTEEN (15) day period from the date of reception of the order placed by the Purchaser. No return will be accepted after the expiration of this time period. The transport costs of the return and of the initial delivery will be borne by the Purchaser.

The Purchaser has to decide if they want to change the product or be reimbursed. If the customer wishes to change the product they have to send it by post within FIFTEEN (15) days from the date they request the change. If the exchange product has a higher value than that of the initial order, the Purchaser will be asked to pay the difference by any method of payment. If the exchange product has a lower value than that of the initial order PALMIFRANCE will reimburse the difference.

To return an article, the Purchaser must follow the instructions below:

1. Use the original packaging to return the product.
2. Fill in and enclose the Return Slip to be downloaded from the site. Returns without a Return Slip will not be accepted.
3. Send the parcel to the following address :

PALMIFRANCE

A l'attention du Service Retour

Z.A.C Aeropole,

140, Rue Georges Guynemer, BP 40261

44158 ANCEN IS.

The products must be returned to PALMIFRANCE in their original condition (packaging, accessories, notice...), correctly sealed and include the signed return slip.

PALMIFRANCE will not accept to pay the transport costs on arrival.

Any risks involved in the return of the product are the Purchaser's liability.

If the Purchaser does not respect the procedure mentioned above and the time period indicated, they cannot proceed with a claim for non-compliance or conspicuous defect in the delivered products, the products being considered as compliant and without any conspicuous defect.

Non-compliance of a product ordered with one or several specific norms applicable in the Purchaser's country of residence outside France, cannot be grounds for the return or reimbursement of the order.

#### **8. Right of withdrawal**

In accordance with article L. 121-20 of Consumer Law, the Purchaser has a period of SEVEN (7) clear days from the date of reception of the goods, to return the products.

When the SEVEN (7) day period expires on a Sunday or a public holiday, it is extended to the next working day.

The right of withdrawal can be exercised by the Purchaser without justifying the grounds or having to pay penalties, except for any return or initial delivery charges which are not reimbursed.

The right of withdrawal does not apply to perishable foodstuffs, which by their nature, are liable to deteriorate or go over their 'best before' date.

The products must be returned to PALMIFRANCE in perfect condition for resale, in their original state (packaging, accessories, notice...), correctly sealed and including the signed return slip in accordance with the procedure described in article 7.4 above.

### **9.Ownership rights**

**PALMIFRANCE REMAINS FULL AND COMPLETE OWNER OF THE PRODUCTS SOLD UNTIL THE PRICE, DELIVERY CHARGES AND TAXES HAVE BEEN CREDITED TO THEM.**

**HOWEVER, THE PURCHASER IS RESPONSIBLE FOR THE PRODUCTS AS SOON AS THEY ARE PHYSICALLY DELIVERED, THE TRANSFER OF OWNERSHIP ENTAILING THAT OF RISK.**

### **10.Responsibility**

PALMIFRANCE cannot be held responsible for failure to complete the contract should there be a shortage in stock or non-availability of the product due to force majeure, disturbances or partial or total strikes notably in the postal services and transport companies and/or communications, which have the effect of suspending their contractual obligations.

In this case PALMIFRANCE will inform the Purchaser by e-mail or any other means of the impossibility to deliver and the predictions regarding the resumption of the service.

Moreover, PALMIFRANCE cannot be held responsible for any indirect damages of whatever nature caused by the purchase of its products.

PALMIFRANCE cannot be held responsible for the loss of any data. It is the Purchaser's responsibility to undertake all necessary file saving.

The NISHIKIDORI MARKET site also contains information from third parties and links to other Internet sites. PALMIFRANCE cannot be held responsible for any damages resulting from the use, access to, or inability to use this third party information, nor the content of other Internet sites.

When they live outside France, the Purchaser is considered as being fully aware of all the specific norms of their country of residence regarding the subject of their order, notably customs, hygiene and safety. For this reason, PALMIFRANCE cannot be held responsible should the Purchaser order products which do not comply with one or several norms.

Likewise, PALMIFRANCE cannot be held responsible in any way for delays in delivery, import difficulties or seizure of products ordered at the frontier of the Purchaser's country of residence, due to product non-compliance with specific regulations in the country of delivery.

### **11.Partial non-validity**

If one or more of the stipulations of the present general terms and conditions are considered as invalid or declared as such as a result of the implementation of a law, regulation or following a final judgement of a competent jurisdiction the other stipulations maintain their scope and force .

## **12. Non-withdrawal**

The fact that one of the parties does not prevail itself of a breach vis-à-vis the other party regarding any of the obligations mentioned in the present general terms and conditions cannot be seen in the future as the release of the obligation in question.

## **13. Confidentiality and "Data Protection Act"**

The information collected by PALMIFRANCE when the Purchaser places an order is needed by PALMIFRANCE and its commercial partners to manage the order. In accordance with the "Data Protection Act" n° 78-17 of January 6 1978, the Purchaser has a right of access, modification, opposition and suppression of their data held by PALMIFRANCE.

PALMIFRANCE binds itself not to communicate this information to other organisations or companies without prior permission from the Purchaser.

The Purchaser could receive commercial offers, or be informed of PALMIFRANCE promotional offers. If the Purchaser does not wish to receive these offers, they can inform PALMIFRANCE by letter or by e-mail.