

## TERMS OF TRADE (AS OF MAY 1, 2012)

Editions Minimonde76  
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www.editions-minimonde76.com

### **1. Acceptance of our terms**

The present terms will apply as long as the online services are available. The buyer has full knowledge of our present terms at the time of completing the purchase, as they are listed on our website at [www.editions-minimonde76.com](http://www.editions-minimonde76.com). These business terms apply for all transaction between Editions Minimonde76 and the buyer, both parties agreeing with no limitation in liability. These terms of trade will prevail over any other documents, except if agreed beforehand by writing between the parties.

### **2. Order**

**Editions Minimonde76** will inform its customers by writing should any stocks shortage disrupt the purchase process and offer the following options: 1) Items can be placed in backorder and dispatched as soon as we receive them or 2) items can be refunded in full. **Editions-Minimonde76** has the right to cancel any order should a prejudice be raised in regard to past unsettled situation with outstanding amounts. All information inserted by the buyer at the time of account creation must be correct and true. In case a mistake be inserted by the buyer, **Editions Minimonde76** cannot be held liable if the items are not received at the correct address.

### **3. Price**

The item price is always given in EURO (C) and does not include VAT, shipping or handling charges. A lump sum will be added during the check-out process to cover handling, packing and postage charges. When the order is completed, the total amount displayed will be valid at the time of the transaction. All orders must be prepaid in one settlement. For international orders, all local taxes and excise charges must be paid by the buyer exclusively.

### **4. Delivery**

For metropolitan France, we apply the valid shipping costs from La Poste at time of dispatch. For Europe and the Rest of The World, shipping costs may vary depending on the target country but we apply the mail service provider tariff plus a token participation in packing costs. The global shipping charge will always appear on your pro-forma and invoice.

We send the goods to the address indicated by the buyer at the time of the order. The average shipment time is two (2) days for metropolitan France (as advertised by the mail service provider). Please add the time necessary for processing the order between the moment we receive it and the moment the goods are mailed, **only once payment has been received in full**.

**Editions Minimonde76** cannot guaranty any firm delivery date for the goods as shipment is under the control of a dedicated third party acting on behalf of the buyer.

In case of damage or faulty goods, the buyer may return the goods following the conditions detailed in this document. By all means, this procedure must be accepted by **Editions Minimonde76** prior to any return. The goods are always shipped under the buyer's full responsibility and liability and the buyer must raise any reservation at the time of receiving the goods. A standard period of 48h is commonly allowed to raise reservations in case of damage or missing goods.

In case of short supply at the time of the order, the goods may be sent in partial shipments. In case of several places of delivery, the buyer must place one order for each place of delivery.

### **5. Right of Withdrawal**

**Editions Minimonde76** will abide the professional code and rules of mail and distance commerce. If the buyer is not satisfied with the goods purchased, he is entitled to return said goods within seven (7) business days maximum. The goods must be returned at the following address:

**Editions-Minimonde76**  
545 rue Goubermoulins  
76170 - GRAND CAMP - FRANCE

In this case, **Editions Minimonde76** will pay back the exact amount paid by the buyer at the time of completing the order, with the exception of the return shipping costs and the Paypal commission if applicable. **Editions Minimonde76** will not accept cash-on-delivery return and will not reimburse the paid amount if the goods cannot be put back on sale. Goods must be returned in mint condition with no mark, bend, fold or any sort of alteration or damage, with all accompanying documents and accessories. Goods paid by Paypal, bank draft or money order will be cashed back within 48 hours after reception of the returned goods, all banks/service provider commissions being deducted from the total amount paid back.

### **6. Responsibility**

**Editions Minimonde76** cannot be liable and will reject all responsibility in case of "force majeure" events, such events including strike, riots, epidemics, official and/or governmental action, "act of god" during shipping, fire, accident or, supplier's fault. "Force majeure" applies to any event of external cause, unpredictable and irresistible, as detailed in article No. 1148 of the French Civil Code.

### **7. Warranty**

In addition to the mandatory warranty against "vice caché" (hidden defect), **Editions Minimonde76** applies the following warranty clause:

- should the buyer discover a flaw following reception of the goods, he can return them within seven (7) business days. To benefit from this clause, the buyer must return the goods at his own expense to have them replaced. **Editions Minimonde76** does not offer any further warranty.

### **8. Items for sale**

The presentation of the items for sale on our website [www.editions-minimonde76.com](http://www.editions-minimonde76.com) can be changed at any suitable time. The pictures presenting the goods cannot be considered as contractual.

### **9. Payment**

The goods must be paid for at time of checking out or when completing the mail order. Payment will be valid only once the financial service provider accepts the transaction. In case the transaction is rejected, the order can be paid by the following means of payment:

- Check in Euro in a French bank exclusively. The check will be cashed upon reception by **Editions Minimonde76**.
- Mail order using Paypal, **Editions Minimonde76** does not keep record of your credit card details
- International money order (IMO), subject to a C 3 lump sum for bank charges. Please ensure you contact us beforehand to get our correct bank details.

**Ownership clause:** As per French law bill No. 80-335 passed on May 12, 1980 and article 8 of the present terms, the goods remain exclusive property of **Editions Minimonde76** until payment in full for said goods and any shipment additional. The buyer becomes the owner of the goods once they are mailed or picked up by the transport service provider selected by the buyer.

**Absence of payment:** **Editions Minimonde76** can refuse to proceed with an order in case of existing dispute or litigation with the buyer

### **10. Litigation**

Any order processed and validated by the buyer bears full acceptance of our current terms of trade. Any litigation linked with our terms will be brought to the attention of the closest French jurisdiction, namely the Court of Commerce in Le Havre.

Should any issue arise in the application of these terms, the buyer is encouraged to contact **Editions Minimonde76** in order to find an amicable resolution of the issue at hand, including the assistance of a counsel if deemed necessary. **Editions Minimonde76** will always seek an amicable resolution to any claims or dispute brought in good faith to their attention. The local Court of Commerce of Le Havre will take over in case no amicable settlement can be agreed on. **Editions Minimonde76** is only liable to the extent of the value of the disputed transaction, excluding any error or omission that may have been noted in the way the goods were described. By all means, pending court decision in the event of litigation, this does not exclude the buyer's commitment to proceed with due payment as per the agreed terms.

### **11. Jurisdiction**

These terms of trade are subject to the French laws, including the Lang law on books fixed price. In the event of litigation related to the validity, the application or the meaning of these terms, the parties will seek amicable settlement before going to court. The Court of Commerce of Le Havre will take over the resolution of the dispute.

### **12. Legal Notices**

Minors cannot legally conclude a transaction or agree on contractual terms. Data collection from persons under the age of 18 must be done with their parents' consent.

Nominative information collected to process mail orders is compulsory so as to permit the proceeding of said orders and the issuance of invoices and shipping documents. Leaving blank data does not allow completing orders and checking out from the ordering process.

### **13. Protection of Personal Information**

**Editions Minimonde76** collect personal data for the only purpose of processing the orders received. The use of personal data is protected by French law bill No. 78-17 dated January 3, 1978 on Information Technology and Freedom Rights. We do not share any datum with any third party. The whereabouts provided by the buyer are only used to issue the invoice and ship the goods purchased to the location designated by the buyer. These data may also be used by **Editions Minimonde76** to track-and-trace the shipment and will only be used to assist the mail provider in delivering the goods in a timely manner.

### **14. Retailing**

**Resolutory clause:** All payments must be done within the accepted term mentioned on the invoices. Any delay in settling outstanding amounts may cancel the transaction and will result in lump sum penalties to the benefit of **Editions Minimonde76**.

**Outstanding amounts:** **Editions Minimonde76** will reject any new order from a buyer who has not settled outstanding amounts, or from a buyer who has issued a dispute not yet settled, as per French bill dated March 22, 2012 on Legal Simplification.

In addition, a lump sum penalty will be issued for all outstanding amounts in business transactions. For any outstanding amount starting after the due date, **Editions Minimonde76** will issue a C 40 late payment penalty per outstanding invoice, subject to the legal penalty fixed by French fiscal laws.

**Legal Penalty Rate:** Set by the European Central Bank +10% (10.05% for 2014), **applying to the total outstanding amount, including shipping, handling, taxes and VAT.**