GENERAL SALES CONDITIONS FOR GOODIES AT GANDI

Version 1.0 dated 26 August 2013

Gandi International, a Limited Liability Company with a capital of €12.500 having its headquarters at 23A Route d'Arlon, L-8009 Strassen, Luxembourg, registered in the Luxembourg Trade and Companies Register under the number B173775, VAT number LU26141926, phone: +352 20 30 13 03, fax: +352 27 44 98 88, https://www.gandi.net/support/contact/mail, presents You with its general sales conditions for goodies at Gandi.

SECTION 1 – OBJECT

The present Contract defines the rights and obligations of Gandi and the buyer of goodies via Gandi's website (hereafter designated as "You" or "Your").

All orders purchased from Gandi imply the acceptance of this Contract, which is presented to You prior to Your online purchase at www.gandi.net, and which You declare to have read and accepted.

The applicable Contract is the one that was in force during the order. Additionally, the Contract is accessible at all times at the following address: http://www.gandi.net/contracts in electronic formats that allow it to be printed and/or downloaded so that You can reproduce it or save a copy of it.

SECTION 2 – GOODIES

Our goodies are sold on Our Website while stocks last. They conform to applicable norms in Luxembourg.

Photographs, texts, images, as well as all other information and characteristics that illustrate and/or accompany Our products are not contractual, and Gandi cannot be held accountable in the case of an error or omission with any of these elements or in the event of a modification of the aforementioned elements by Our providers or manufacturers.

Availability displayed in the description of the products is just an indicator, and is dependent on the delays that We have with regards to Our providers and/or manufacturers.

In the event that a goodie is temporarily out of stock, We will inform You of the updated provider's and/or manufacturer's expected delivery date.

Gandi cannot be held responsible in the event of a temporary or permanent rupture in stock, and You would only be able to claim a refund if the delay exceeds thirty (30) days. In this case, Gandi will do everything possible to offer You a replacement product of equivalent quality and price, or if this is not possible, refund the amount that Gandi received for this order, excluding shipping fees or any other indemnity.

SECTION 3 – ORDER PROCESS

Once Your choice has been made, and under the condition that the product is available, You will be asked to provide Your Gandi handle or create a new Gandi account following the process that is indicated to You.

You commit Yourself to informing Gandi of Your real identity and contact information (notably Your first and last name, street address in Europe, telephone number, valid email address) that are necessary for the purchase, delivery, and tracking of Your order. We cannot be held responsible in the event that the information provided during the creation of Your account, and which You were asked to verify, turn out to be erroneous.

You then have access to a summary of Your order that You can use to verify that all the information You provided, notably for delivery, is correct, and are asked to accept Our contracts.

You may then proceed with payment by credit card, directly on the secure payment website of Our banking partner, or by check drawn upon a bank in Luxembourg, and in Euros only, and paid to the order of Gandi International, 23A Route d'Arlon, L-8009 Strassen (Luxembourg), along with the order reference that will allow Us to associate the payment with the order that You placed on Our interface. If the above is not done, We will not be able to complete Your order.

Payment is due at the time of the order. Once the payment has been validated, Gandi will email You the confirmation of Your order. The products will be delivered upon the reception of Your full payment.

You specifically declare that You have all the authorizations necessary in order to make payment according to the means that You chose during the validation of Your order. Additionally, You agree to verify that You have sufficient funds available to pay for the order prior to placing it.

In the event of non-payment or cancellation of one of Your payments, such as in the event of a payment error, Gandi will be unable to proceed with the delivery of the product as ordered, and reserves the right to suspend or cancel the order or delivery.

SECTION 4 – CONTRACT DURATION

In any event, the sales contract is reputed to be agreed upon from the time of confirmation of Your desire to purchase the product chosen on the website www.gandi.net, while stocks are available and within the delivery region indicated for each product.

The contract is terminated upon the delivery of the product(s) chosen, after Gandi receives the payment in full of the sums due.

SECTION 5 – PRICE – SHIPPING FEES

The price of goodies are displayed in Euros and include tax and shipping. They are subject to VAT applicable at the time of the order, and any change in the legal rate of that tax will be applied to the price of the products presented on Gandi's website at the date stipulated by the applicable law or regulation.

The prices may be modified at any time, either upwards or downwards, notably due to promos or sales.

SECTION 6 – DELIVERY – RECEPTION OF GOODS

We can only deliver to Europe.

Gandi commits to delivery within thirty (30) days of the reception of payment and while stocks last.

This being said, in the event of a loss of merchandise during transport, Gandi cannot guarantee this delivery deadline and will do whatever is possible to reduce any delay to a minimum and to assure the possibility of a refund or product exchange.

If, however, You notice that the packaging of the product is damaged, You must notify the delivery agency and contact Us within eight (8) working days concerning the problems that You noticed. Otherwise, You will be deemed to have accepted the delivery of the products as-is.

SECTION 7 – RETURN POLICY

You may cancel Your order within seven (7) days of the reception of Your order's delivery. You can return Your purchase as stipulated in Articles L. 221-3 , L. 222-5 et L. 222-6 of the Luxembourg Consumer Code.

Your right to withdraw can be performed without any cost except for the return fee paid to the delivery agency, by writing to livraison@gandi.net.

You must return the package to Gandi, 23A Route d'Arlon, L-8009 Strassen (Luxembourg) at Your expense, and responsibility, in its original packaging and in a perfect condition for reselling.

You may choose between being refunded for the sums paid, or a product exchange.

Gandi will proceed with the refunding of the products ordered at the amount indicated on the invoice, excluding shipping fees, within fifteen (15) days beginning from the reception of the products. If these conditions are not applied, no refund can be made within the framework of Your right to withdraw. In the event of an exchange, You will be charged for the new shipping fee.

ARTICLE 8 – RETENTION OF OWNERSHIP

You are the owner of the products ordered online and delivered to Your address or on Your behalf upon the reception of full payment. Gandi is the guardian until the successful delivery is made.

ARTICLE 9 – PERSONAL DATA

The information gathered during Your order is necessary to its processing. You acknowledge that refusing to provide this personal information, or providing false or obsolete data, may make it impossible for Gandi to process Your order.

You are also advised that the information provided during Your order may be transmitted to a third party authorized within the framework of verification that may be necessary, notably to combat fraud.

In conformity to the Luxembourg modified law of the 2nd of August 2002 relative to the protection of persons with regard to the processing of personal data, You have the right of access, rectification, and opposition with regards to the personal information about You, and which You can exercise at any time as it applies to You:

- either from Our interface: https://www.gandi.net/admin/domain/modify/contact
- or by contacting Us via the following form: https://www.gandi.net/faq/contact_support

SECTION 10 – INTELLECTUAL PROPERTY

You can not claim any assignment of ownership, following the purchase of the product, on copyrights, trademarks, other distinctive signs and intellectual property rights notably present on the products an on Gandi's website.

SECTION 11 – FORCE MAJEUR

Neither of the two parties can be held responsible with regards to the other due to the non-execution or delays in the execution of an obligation of the present contract that would be due to the fact the other party or consecutive to the effect of an incidence of force majeur as retained in Article 1148 of the Luxembourg Civil Code.

Specifically, cases considered as force majeur are those as those retained in the Luxembourg courts and tribunals. In the event that such an event of force majeur occurs, the obligations of the present contract shall be suspended.

If the case of force majeur should last for more than one (1) month, the contract shall be automatically terminated without any judicial formality, unless agreed to the contrary between the parties, it being understood that in this case, Gandi shall keep the products ordered and will refund You for the total amount of Your order which could not be delivered.

SECTION 12 – GENERAL PROVISIONS

If any of the provisions in this contract are declared to be invalid or non-enforceable by a competent jurisdiction, it will be declared as unwritten, and will not lead to the invalidation of the other provisions.

The present contract is subject to Luxembourg law concerning both form and substance.

Only the text of the French version of this Contract shall govern in the event of a dispute of interpretation of the present Contract. The French version of this Contract is available in permanence at the following web page: https://www.gandi.net/contrats.

Except in the event of a amicable agreement, any dispute concerning the validity, interpretation or execution of the present contract shall be brought before the competent courts in application of Luxembourg law.

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