

# TERMS AND CONDITIONS OF SALE

The Audiophonics.fr online shop has been set up by Audiophonics, which is the operator of this site. Any order placed for a product appearing in the Audiophonics. fr website online shop requires prior consultation of these terms and conditions.

As a result, the consumer acknowledges that he is fully aware that his agreement to the content of these general terms and conditions does not require the handwritten signature of this document, as long as the customer wishes to order online products presented within the framework of the shop website.

These general terms and conditions express the entirety of the obligations of the parties. In this sense, the consumer is deemed to accept without reservation the entirety of the provisions set out in these general conditions.

The present general conditions are subject to French law. This is the case for both substantive and procedural rules.

In the event of a dispute or complaint, the consumer will first contact Audiophonics to obtain an amicable solution.

In a second time and in case of appeal, the consumer will be able to lodge a complaint with the appropriate body.

The online shop set up by Audiophonics as part of the website contains the following information:

- ☐ *Ordering process*
- ☐ *Proof of transaction*
- ☐ *Product Information*
- ☐ *Availability of products*
- ☐ *Price*
- ☐ *Methods of payment*
- ☐ *Non-contractual character of the photographs*
- ☐ *Terms of delivery*
- ☐ *Delivery problem due to the carrier*
- ☐ *Error in delivery*
- ☐ *Product Warranty*
- ☐ *Right of withdrawal*
- ☐ *After-sales service*
- ☐ *Force majeure*
- ☐ *Contractual documents*
- ☐ *Entry into force of the T&Cs*
- ☐ *Electronic signature*
- ☐ *Newsletter and Opt-in*
- ☐ *Intellectual property rights*
- ☐ *Information Technology and Freedom*
- ☐ *Partial validation*
- ☐ *Non-waiver*
- ☐ *Mediation*

## **Article 1: Order process**

It is necessary to have a customer account to order on the site.

The ordering process begins when the customer validates his basket and enters the shopping tunnel.

The contractual information will be confirmed by e-mail at the latest at the time of delivery or, failing that, at the address indicated by the consumer in the purchase order.

Minimum order amount is 5€ except VAT or transport.

## **Article 2: Proof of the transaction**

The computerized registers, kept in Audiophonics' computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments between the parties.

The archiving of purchase orders and invoices is carried out on a reliable and durable medium that can be produced as evidence.

### **Article 3: Product information**

Audiophonics presents on its web site the products to be sold with the necessary characteristics to comply with Article L 111-1 of the Consumer Code, which provides for the possibility for potential consumers to know the essential characteristics of the products they wish to buy before placing an order.

The offers presented by Audiophonics are valid only within the limits of available stocks.

#### **Customized and personalized products:**

As this process involves players other than Audiophonics, no order involving one or more custom products can be cancelled or modified (Custom toroidal transformers, custom-made cords, etc...).

### **Article 4: Availability of products**

The order will be processed at the latest within 3 days from the day following the day on which the consumer placed his order.

In the event of total unavailability of the ordered product, in particular due to our suppliers, the consumer will be informed as soon as possible and will have the possibility to cancel his order.

**The consumer will then have the choice to request either a refund of the sums paid within 30 days at the latest of their payment, or the exchange of the product.**

### **Article 5: Price**

The prices are indicated in euros and are valid only on the date of dispatch of the order form by the consumer. They do not take into account delivery costs, invoiced in addition, and indicated before the validation of the order. Prices include VAT, applicable on the day of the order and any change in the applicable VAT rate, will be automatically passed on to the price of the products in the online shop. The payment of the totality of the price must be made when ordering. At no time, the sums paid cannot be considered as a deposit or down payments.

### **Article 6: Payment arrangements**

To pay for its order, the consumer has, at his choice, all the methods of payment referred to within the order form (CB, Paypal, Kwixo, Bank transfer, check...).

The consumer guarantees Audiophonics that he/she has the necessary authorisations to use the payment method chosen by him/her, when validating the purchase order. Audiophonics reserves the right to suspend any order management and delivery in the event of refusal to authorize payment by credit card by officially accredited organizations or in the event of non-payment. Audiophonics reserves the right to refuse delivery or to honour an order from a consumer who has not fully or partially settled a previous order or with whom a payment dispute is being handled. For large orders Audiophonics can set up an order verification procedure to ensure that no one uses another person's bank details without their knowledge. As part of this verification, the customer will be asked to fax Audiophonics a copy of an identity document and proof of residence.

The order will be validated only after receipt and verification by our services of the sent parts.

The banking information you provide, encrypted on your own computer, will never circulate in plain text on the Internet.

Payment is made directly on the SystemPay server, a partner of the Caisse d' Epargne, which is external to the Audiophonics website.

No credit card number is stored at the merchant.

### **Article 7 : Non-contractual character of the photographs**

The photographs of the products available on the [www.audiophonics.fr](http://www.audiophonics.fr) website are distributed as an illustration of the said product. Audiophonics undertakes to offer photographs that are as close as possible to the actual product. However, differences may appear between the photograph and the actual product depending on the evolution of the product, or variations in production. In the event of a substantial difference between the photograph and the product received by the customer, Audiophonics will take back, exchange or refund the product.

### **Article 8: Delivery arrangements**

The products are delivered to the address indicated by the consumer on the order form, when all items are in stock.

Audiophonics offers different delivery methods with delivery times ranging from 24h to 72h, and with a pricing policy based on weight. The customer is notified when the parcel is sent and has a tracking number to track the arrival of the parcel.

The consumer is required to check the condition of the packaging of the goods on delivery and to report any damage caused by the carrier on the delivery note, as well as to Audiophonics within one week.

The consumer can, at his request, obtain the sending of an invoice to the billing address and not to the

delivery address. As far as shipping is concerned, as soon as we proceed with a shipment, you will immediately receive an email informing you.

In case of late delivery:

In the event of a delay in delivery compared to the date we have indicated in the shipping email, you can notify us of this delay via the contact form. We will then contact the Post Office to start an investigation. A Postal investigation may last up to 21 days from the date on which the investigation begins. If during this period, the product is found, it will be immediately redirected to your home (the majority of cases). If, on the other hand, the product is not found after 21 days of investigation, the Post Office considers the parcel lost. Only then can we return a replacement product to you at our expense. If the ordered products were no longer available at that time, we will refund you the amount of the products concerned by the loss of the carrier. If the product or products were still available, but had changed selling prices on the site, we would apply the new selling prices, either by refunding you by check of the difference, or by asking for an additional check concerning this price difference. We decline all responsibility for the lengthening of delivery times due to the carrier, especially in case of loss of products or strike.

For products out of stock, the replenishment times indicated on the product sheets, are working days, given as an indication.

**Article 9: Delivery problems caused by the carrier**

Any anomaly concerning the delivery (damage, missing product in relation to the delivery order, damaged parcel, broken products...) must be imperatively indicated on the delivery order in the form of "handwritten reserves", accompanied by the signature of the customer. The consumer will have to confirm this anomaly by sending the carrier within two 2 working days following the delivery date a registered letter with acknowledgement of receipt stating the complaints. The consumer must send a copy of this letter to:

Audiophonics SARL  
Service Client,  
10, Rue Marcelin Berthelot 33270 FLOIRAC

In the event of a delay in delivery in relation to the date we have indicated in the shipping email, we ask you to notify us of this delay by sending us an email. We will then contact the carrier to start an investigation. A La Poste investigation may take up to 21 days from the date on which the investigation begins. If during this period, the product is found, it will be immediately redirected to your home (the majority of cases). If, on the other hand, the product is not found after 21 days of investigation, the Post Office considers the parcel lost. Only then can we return a replacement product to you at our expense. If the ordered products were no longer available at that time, we will refund you the amount of the products concerned by the loss of the carrier. If the product or products were still available, but had changed selling prices on the site, we would apply the new selling prices, either by refunding you by check of the difference, or by asking for an additional check concerning this price difference. We decline all responsibility for the lengthening of delivery times due to the carrier, especially in case of loss of products or strike. In addition, the consumer is required to check the condition of the packaging of the goods on delivery and to report any damage due to the carrier on the delivery note, as well as to the company, within 48 hours. The invoice is sent with the parcel to the delivery address.

**Article 10: Delivery errors**

The consumer must file with Audiophonics on the same day of delivery or at the latest on the first working day following delivery, any claim of delivery error and/or non-conformity of the products in kind or in quality with the information given on the order form. Any claim made after this deadline will be rejected. Any complaint not made in accordance with the rules defined above and within the time limits set out in this document will not be taken into account and will relieve Audiophonics of any responsibility towards the consumer.

Upon receipt of the complaint, Audiophonics will assign an exchange number of the product (s) concerned and communicate it by e-mail, fax or telephone to the consumer.

The exchange of a product can only take place after the consumer has been given an exchange number in accordance with the above procedure.

In the event of an error in delivery or exchange, any product to be exchanged or refunded must be returned to Audiophonics as a whole and in its original packaging, by Registered Colissimo, to the following address:

Audiophonics SARL  
Service retour,  
10, Rue Marcelin Berthelot 33270 FLOIRAC

To be accepted, all returns must be reported in advance to Audiophonics Customer Service. Audiophonics will be responsible for shipping costs, except in the event that the returned product does not correspond to the original declaration of origin made by the consumer in the return order.

### **Article 11: Product Warranties**

Audiophonics offers several levels of warranty (all free) on products sold on the site.

- A contractual guarantee known as "Seller's warranty" for a period of 2 years (for products purchased from 18/03/2016 onwards) from the date of delivery for all products (\*). The consumer can then make a service request for repair or exchange by contacting Audiophonics via the website and will be informed of the terms and conditions.

In case of exchange, it will be imperative that the product is returned in its original packaging with all its accessories.

In addition, given the frequency with which the components of the technical products are replaced, Audiophonics will be able to inform the consumer, upon request, of the availability of spare parts for the proposed products and the terms and conditions for their possible purchase.

- The legal guarantee of conformity: (Art. L. 211-1 à L. 212-1 of the Consumer Code)

Art. L. 211-4. The seller is obliged to deliver goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery.

He shall also be liable for defects in conformity resulting from packaging, assembly instructions or installation when the latter has been charged to him by the contract or carried out under his responsibility.

Art. L. 211-7. Faults of conformity which appear within 2 years of delivery of the goods shall be presumed to exist at the time of delivery, unless proven otherwise.

The seller may counter this presumption if it is not compatible with the nature of the goods or lack of conformity claimed.

In fact, if the defect appears more than 2 years after purchase, the customer can benefit from the guarantee of conformity only if the latter provides proof that the defect existed on the day of purchase.

Art. L. 211-9. In the event of lack of conformity, the buyer chooses between repair and replacement of the goods. However, the seller may not proceed according to the buyer's choice if this choice entails a cost clearly disproportionate to the other method, taking into account the value of the goods or the importance of the defect. He is then obliged to proceed, unless impossible, according to the method not chosen by the buyer.

Art. L. 211-10. If repair and replacement of the property is impossible, the buyer may return the property and have the price returned, or keep the property and have part of the price returned.

The same faculty is open to him:

If the solution requested, proposed or agreed pursuant to Article L. 211-9 cannot be implemented within one month of the buyer's complaint;

Or if this solution cannot be implemented without major inconvenience to the property, taking into account the nature of the property and the use it is seeking.

However, the sale may not be rescinded if the lack of conformity is minor.

Art. L. 211-11. Application of the provisions of Articles L. 211-9 and L. 211-10 takes place at no charge to the buyer. These same provisions shall not prevent the award of damages.

- Legal guarantee against hidden defects: (Art. 1641 à 1649 of the Civil Code)

Art. 1641. The seller is bound by the warranty for latent defects in the goods sold which render them unfit for the intended use, or which diminish their use so much that the buyer would not have acquired them, or would have given them only a lesser price if he had known them.

The legal warranty covers all costs incurred as a result of latent defects. The defect must precede the sale and render the products unfit for their intended use. A partial or full refund can be obtained, or the contract can be rescinded.

Warning: the warranty claim for latent defects must be brought as soon as possible, but not later than 2 years after discovery.

**(\*) Important:** The tubes have a 90-day warranty period and the speakers are not warranted against physical defects or burnt coil failure.

### **Article 12: Right of withdrawal**

The consumer has a period of 14 working days to return, at his expense, the products not suitable to him. This period runs from the day of delivery of the consumer's order. If this period expires on a Saturday, Sunday or a holiday or non-working day, it is protected until the first following working day.

**All returns must be reported in advance to the Audiophonics Customer Service Department using the withdrawal form available in the customer account.**

This allows you to assign an RMA number to the product to be sent by Registered Colissimo to Audiophonics.

This right of withdrawal is exercised without penalty, except for the return costs.

In the event of the exercise of the right of withdrawal, the consumer has the choice to request either the refund of the sums paid or the exchange of the product.

In the case of an exchange, re-shipment will be at the consumer's expense.

In the event of exercising the right of withdrawal, Audiophonics will make every effort to reimburse the consumer within 14 days.

However, taking into account the technical nature of the products sold, this period may be extended to 30 days, in particular when the product needs a technical check (see products to be tested beforehand).

The consumer will then be refunded by recredit of his bank account (secured transaction) in the event of payment by credit card, or by cheque in other cases.

**Only returned products will be taken back in their entirety (with their accessories), in their original packaging and in perfect condition (no trace, not dirty...).**

Any product that has been damaged, or whose original packaging has been damaged, will not be refunded or exchanged. Items returned incomplete, damaged or soiled by the Customer will be refused.

Exceptions: Cannot be taken back

- Products sealed, or with a particular plastic type packaging that has been opened by the customer
- Products made to measure for the customer or cut products such as transformers, cables per metre, cord assembly, etc...
- Products which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;

Approval may be refused if the conditions for withdrawal are not complied with.

### **Article 13: After-sales service (SAV)**

Audiophonics offers its customers a service for products under warranty.

All shipments must be reported in advance to Audiophonics Customer Service via the contact form.

This allows you to assign an RMA number to the product to be sent by Registered Colissimo to Audiophonics.

### **Article 14: Force majeure**

Neither party shall have failed to fulfil its contractual obligations, insofar as their performance is delayed, hindered or prevented by a fortuitous event or force majeure. Any irresistible facts or circumstances beyond the control of the parties, which are unforeseeable, unavoidable, beyond the control of the parties and which cannot be prevented by them, in spite of all reasonably possible efforts, shall be considered as fortuitous event or force majeure.

The party affected by such circumstances shall notify the other party within ten working days of the date on which it becomes aware of such circumstances. The two parties will then contact each other within one month, except in the case of impossibility due to force majeure, to examine the impact of the event and agree on the conditions under which the performance of the contract will be continued.

If the case of force majeure lasts for more than three months, these general conditions may be terminated by the aggrieved party.

In an express way, are considered as force majeure or fortuitous cases, in addition to those usually retained by the jurisprudence of French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning; the stopping of telecommunication networks or difficulties specific to telecommunications networks external to customers.

### **Article 15: Contractual documents**

The present contract is formed by the following contractual documents, presented in descending hierarchical order: the present general conditions; the purchase order.

In the event of any inconsistency between the provisions contained in documents of different rank, the

provisions of the higher rank document shall prevail.

#### **Article 16: Entry into force - duration of the General Terms and Conditions**

These general conditions come into force on the date of signature of the purchase order.

These general terms and conditions are concluded for the duration necessary to supply the goods and services subscribed to, until the termination of the guarantees due by Audiophonics.

#### **Article 17: Electronic signature**

The consumer's "double click" on the purchase order constitutes an electronic signature that has the same value as a handwritten signature between the parties.

#### **Article 18: Newsletter and Opt-in**

Audiophonics has a newsletter exclusively sent to customers who have agreed to receive this newsletter in accordance with the opt-in rule.

Anyone registered in accordance with the French Data Protection Act, may choose not to receive any more e-mails from Audiophonics and thus be removed from our database.

#### **Article 19: Intellectual property rights**

The right to use Audiophonics's software, as well as those distributed by Audiophonics, is granted to the consumer on a non-exclusive, personal and non-transferable basis, in accordance with the Intellectual Property Code. However, under Article L122-6-1 of this Code, the consumer has a right of reproduction exclusively for the establishment of a backup copy, when this is necessary to preserve the use of the software. In any case, the author of the software retains a property right in his work, which the consumer undertakes to respect.

#### **Article 20: Information Technology and Freedom**

The information requested from the consumer is necessary for the processing of his order and will be communicated only to the contractual partners of Audiophonics company involved in the execution of this order.

The consumer may write to Audiophonics, whose contact details are set out in the privacy policy contained in the website, to oppose such communication, or to exercise his rights of access, rectification with regard to information concerning him and appearing in the files of Audiophonics, under the conditions provided for by the law of 6 January 1978.

#### **Article 21: Partial validation**

If one or more stipulations of these general conditions are held to be invalid or declared as such in application of a law, regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope.

#### **Article 22: Non-waiver**

Failure by one of the parties not to avail itself of a breach by the other party of any of the obligations referred to in these general terms and conditions shall not be construed in the future as a waiver of that obligation.

#### **Article 23: Mediation**

In compliance with the article L133-4 of the Code de la consommation (Consumption Code), in case of claim or dispute, the consumer can reach out directly to our customer service:

- via email: [support@audiophonics.fr](mailto:support@audiophonics.fr)
- via mail: Audiophonics - Service médiation - 10 rue Marcelin Berthelot 33270 FLOIRAC - FRANCE

In the event of a customer not being content with the way their dispute was managed, or in the event the customer has not received an answer two months after their claim was made, the customer can refer to SAS CNPM - MÉDIATION - CONSOMMATION, the mediating structure Audiophonics is attached to, using the information below:

- via mail: 27 avenue de la Libération, 42400 Saint-Chamond, FRANCE, +33 (0)9 88 30 27 72
- through their website: <https://www.cnpm-mediation-consommation.eu/>

In order for the dispute to be handled by the mediator, it must meet the criteria below, in compliance with article L.612-2 of the Code de la consommation (Consumption Code):

- the customer must prove they have already tried to settle their dispute directly with the vendor by means of a written claim
- the customer must not submit an abusive or baseless dispute
- the dispute must not have been previously submitted or be the object of an ongoing submission to any other mediating structure or court
- there must be less than a year between the moment the customer's written claim was submitted to

the vendor and the moment said customer submits their dispute to the mediator

- the dispute must fall within the mediator's area of expertise

The European Commission also set up a platform dedicated to the online management of disputes, which you can access using the link below: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>