



GENERAL CONDITIONS OF SALE

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Art 1 Preamble

1.1 - The Web Site

The website www.agenceamarte.com is operated by Pascale Grenie (Amarte), sole proprietorship, Pointe a Pitre register of businesses and corporations # 484 468 913

Any Order validated by a Customer (as that term is defined below) on the site Agenceamarte.com implies acceptance of these terms and conditions.

1.2 - Identification and objects of the company

Pascale Halley (trade name: Amarte) is a sole proprietorship under the French law which is headquartered Tour Massabielle apt 27, 97110 Pointe a Pitre Guadeloupe - Phone : +(590)590 84 49 30 / cell : +(590)690 42 28 29

Amarte is registered at the Register of businesses and corporations of Pointe a Pitre under the number 484 468 913.

1.3 - Purpose of the General Sales Conditions - Mutual obligations

These conditions aim to define the rights and obligations of the parties as part of the online sale of goods and services offered by Agenceamarte.com to the Customer.

These general conditions of sale are written in French (and translated in English) and express obligations, the rights of the Customer and of the site Agenceamarte.com. In this sense, the Customer agrees to accept without reservation the provisions set forth herein. The site Agenceamarte.com undertakes to respect each of its obligations under these.

1.4 - Definitions

Will be called a "Customer", any person wishing to place orders on the site Agenceamarte.com under these conditions. Each order placed by a Customer as provided in the present will be hereinafter referred to as "Order". The Customer may contact the Customer Service by sending an email to boutik@agenceamarte.com.

Art 2 Generalities

2.1 - Conclusion of contract - Entry into force of the general conditions

To the extent that the Customer orders online items presented on the website Agenceamarte.com, the electronic signature of the Customer by a "double click" marks the conclusion of the contract between the Customer and the Agenceamarte.com site. According to the Law on confidence in the digital economy of June 21st 2004, any order validated by the customer by his /her double-click is an irrevocable acceptance of these terms and conditions of sale by the Customer, along with a handwritten signature which can not be challenged within the limits laid down in Article 10 below.

2.2 - Duration of contract

The general conditions of sale are concluded for the time necessary for the provision of goods , until the expiry of their guarantees.

2.3 - Probative document

The contractual informations about the Order will be confirmed via email. The Agenceamarte.com website recommends the Customer to retain the email order confirmation or print it. However, may also be a legal proof of communications, orders and payments between the parties, all documents from the filing of the purchase orders and invoices in the computer systems of the company Amarte.

2.4 - Validity of the General Conditions of Sale

The Agenceamarte.com website reserves the right to change its general conditions of sale. Any new version of the Terms of Use will be posted in advance on the home page of the website Agenceamarte.com

Products ordered on the Agenceamarte.com website by the Customers are governed by the terms of online sales to date of the Order.

Art 3 Products

3.1 - Description and information on the products

The products offered on the site Agenceamarte.com comply with French legislation and standards applicable in France.

However, if a product were to be removed from the trade for any reason by the suppliers, the website Agenceamarte.com would withdraw the proceeds of the sale as soon as possible. This action can in no circumstances give a right of hot pursuit for the Customer.

The website strives to present at best, on each product's sheet, the essential characteristics of the latter. Some products are pictured with flowers, crystals, beads, butterflies, birds, branches, moss ... These are decorative elements that are not supplied with the product presented. The Customer will need to refer to the product description, which is the only contractual commitment.

In general, the descriptions (photographs, texts, information and characteristics) illustrating the products presented are only an indication. The palette of colors is also given for guidance, the colors vary depending on materials used, the result may be significantly different. Similarly, one computer to another, the perception of color can be changed. In both cases, Amarte can not be held responsible

The website Agenceamarte.com also attracts the attention of the Customer on precautions in the use of candles available on the site. Candles should not be placed near an open window, curtains or other flammable products. Candles should not be left to children or pets or unattended when lit. Finally, the candles must be installed on a flat, stable surface.

The website also warns the Customer on the decorative elements such as crystals, sand, mirror fragments, stones ... These products should not be left within the reach of children.

In case of error of description, the Customer will not automatically be entitled to return the product and get refund of postage. Apart from the cases provided for in Article 10 below, only an error of description of the essential qualities of the good may justify a right of return of the product in question with refund of the shipping charges.

3.2 - Availability

The Agenceamarte.com website agrees to fulfill all orders. Some items may be in stock on the day of the order and be sent without delay, others may not be available until a certain time, it will then be indicated on the item's sheet.

Some items may be at odds with our suppliers at the time of order. A lack of availability of the product will not involve the website's responsibility in any case, or entitle the Customer to any damages. However, the website undertakes to inform the customer as soon as possible and to offer a refund.

The Agenceamarte.com website will make every effort to reimburse the Customer within 30 days from the date on which the website has informed the customer of the unavailability of the item. If this time limit is exceeded for reasons beyond its control, the Agenceamarte.com website will not be pursued by the Customer.

Art 4 Price

4.1 - Composition and validity

The cost of the items sold on the website are indicated in euros with tax, as VAT is now applicable to Amarte. Participation in shipping is not included in the price of the products.

If the price of a product is wrong on another location of the website (eg on homepage), the price indicated on the item's sheet shall prevail.

4.2 - Fluctuations

The price of a product might vary after its release on the website. This fluctuation can be due to an increase of the prices at our supplier, or it can be punctual as made within the framework of a promotion which is limited in time or longer.

the Agenceamarte.com website can not be held responsible for fluctuations in the price guide. They will not entitle the Customer in any way to return its Product outside the conditions and time limits for returns under Article 9 below.

The website can not be questioned in case of fluctuations of the selling price, and any price differences will not be refunded.

4.3 - Errors

All prices are subject to manifest typographical error. If an error should occur, the Agenceamarte.com website would contact the Customer to advise the mistake made by its office and remind him that the Order will be billed to the conditions corrected. However, in case of refusal of these corrected conditions, the Customer shall be free to cancel the Order corrected without penalty.

Art 5 Order

5.1 - Capacity

Only those legally able to purchase contracts for goods presented on the website can order on the Agenceamarte.com website.

When placing an Order, the Customer warrants have full legal capacity to adhere to these terms and conditions and conclude this contract.

5.2 - Personal informations

When ordering, the Customer agrees to provide the informations requested and to commit to the truth of the latter :

- Name and surname
- Address
- Telephone
- Email
- The type of payment card, the card number, expiration date and the CVC (Card Verification Number)

Any Customer validly registered on the Website will be committed by any Order which required the use of the email address and personal password of the Customer (subject to the rights of retractation and return as defined herein).

The Customer must verify all information entered during the Order (product ordered, shipping address, billing address, phone number...).

If after submission of the Order the Customer realizes the need to modify certain information, he/she may do so by contacting the Customer Service by email at boutik@agenceamarte.com within 24 hours so that it can better meet his/her demand.

The Agenceamarte.com website can not be held responsible for any data entry errors by the Customer or any consequences in terms of delay or error in delivery, including the case of an Order placed by phone. Thus, if delivery can not be because of an input error by the Customer, the return freight will be borne by the Customer. In this case, the Customer shall refrain from any claims made by delivery times.

5.3 - Confirmation and expedition emails

The Agenceamarte.com website sends the customer an email of confirmation of the Order to summarize the contractual information.

When the Customer's order is then validated by the Services of Agenceamarte.com according to the procedures for validating the payment described in Article 6 below, the Customer will receive a new email informing them of the expedition date of the Order.

5.4 - Order Processing

Orders are processed in the order in which they are actually received. The Agenceamarte.com website undertakes to process all orders within the limits of the availability of the product from the supplier.

Deliveries are made according to availability and in order of arrival of the Orders and may be carried out in whole or in part.

5.5 - Order failure

The Agenceamarte.com website can not be held liable for breach of contract in the event of stock or product unavailability, force majeure, disruption or total or partial strike of postal services and means of transportation, communications (failure of the network etc..), flood, fire, etc..

Art 6 Validation of payment

6.1 - Object

The validation of the payment by the Agenceamarte.com services allows the expedition of parcels to the Customer's home.

6.2 - Time

Customer billing occurs generally within 24 hours from the date of validation of payment. In case of retraction by the Customer beyond this period of 24 hours, shipping will not be refunded and will therefore remain dependent on him.

Art 7 Payment

7.1 Terms of payment.

The Payment of the Order may be made by credit card Visa, Eurocard / Mastercard (via Paypal without the need for buyer's account), bank transfer or check. the bank transfer will be made towards the BDAF account :

BDAF POINTE A PITRE
bank code 41839
branch code 00010
account number 50815009010
key 28

7.2 Invoice

The Customer receives an invoice by email and can print to keep it.

7.3- Default

The Agenceamarte.com website reserves the right to suspend or terminate the account of a Customer who contravenes the provisions of these Conditions of Sale.

Any person whose account was suspended or terminated may not order on the Website without the prior authorization of Amarte services.

The Agenceamarte.com website reserves the right to refuse to make a delivery or fulfill an Order from a Customer who has not completely settled a previous order or with whom a dispute is not resolved.

Art 8 Delivery

8.1 - Scheduling of delivery

Except as otherwise provided in these Terms & Conditions Delivery charges are always charged to the Customer. They are based on weight and country of delivery.

For each item, a weight indication is given. This weight is the weight given by the supplier plus the weight of protective packaging. The Agenceamarte.com website can not be held responsible for any errors regarding this data.

The products must be delivered to the address specified by the Customer when entering information when ordering. That is why the Agenceamarte.com website advises the Customer to ensure the accuracy of the information he provided for the delivery of the Order.

The Agenceamarte.com website ships worldwide.

8.2 - Delivery with la Poste in Colissimo with insurance.

Delivery is guaranteed by La Poste, in Colissimo or Colissimo Outremer, with signature of the recipient.

8.3 - Customer absent when Order delivered

If the Customer can not be present at the address he had given the day of delivery, a Notice of Passage is deposited in the mailbox of the Customer. It is then up to the Customer to withdraw their Order at the post office within the 15 days following the filing of the Notice.

After this period of 15 days, the product is returned by post to Amarte.

If the Customer decides to proceed with a new delivery, it is borne to the Customer and must be paid by contacting the Customer Service at boutik@agenceamarte.com before Amarte ships the Order again.

If the Customer wishes to cancel their order, the amount of the Order will be refunded excluding shipping costs, port charges are not refunded. If the Customer chooses a refund, the Agenceamarte.com website will do its best efforts to reimburse the Customer within 30 days from the date of receipt of the returned product. Exceeded this period of 30 days for reasons beyond its control, the Agenceamarte.com website will not be prosecuted by the Customer.

If the Customer has entered an incorrect address when ordering, the Post Office will be unable to make delivery and the product will automatically be returned to Amarte.

8.4 - Damaged Products

In case of any discrepancy on the delivery, the Customer must verify the state of items in the package. If the goods are damaged, the Customer must refuse the package and indicate their reserves with detailed handwritten comments, dated, explicit, and accompanied by their signature. He shall also, on the day of delivery, send complaints to the Amarte Customer Service by email at boutik@agenceamarte.com

Any claim made outside this period may be rejected without recourse to the Customer. The absence of claims, the non expression of reservations by the Customer means that the product delivered is deemed satisfactory and may not be subject to any subsequent dispute

8.3 - Delivery times

Delivery times vary from 2 days to 5 weeks. Indeed, some products are manufactured by craftsmen, on demand. To monitor the Order delivery, the Customer receives an email when the product is shipped, after validation of payment.

The times quoted are only indicative and Amarte can not be held responsible for the consequences due to delayed delivery.

Lost packages:

In case of non receipt of a package in delivery times indicated, Customers may contact Customer Service which will determine the cause of the delay and shall submit to the Customer.

An investigation will be opened at the post office for a period of 20 days.

The opening of the investigation within 24 hours following notification of information of the non-receipt of the Order by the Customer to Agenceamarte.com. If during the period of investigation, the product is recovered, it is delivered to Customer.

If the product is not found by the end of the investigation and only on this condition, Amarte

- Sends a substitute at its own expense if the product is still available
- Reimburses the price of the Order if the products ordered are no longer available

In no case will Agenceamarte.com exchange or refund the product before the expiration of the period of investigation and the Customer will not act thus against Agenceamarte.com.

In case of non-delivery of an Order or part of the Order, Customers shall have sixty (60) days from the date specified for the Order delivery to notify the Customer Service. At the expiration of that period, no claim by the Customer will be admissible, ie any request for exchange, refund or claim will be rejected..

Art 9 Retraction and return Policy

9.1 - Generalities

The Customer has a right of termination he has the opportunity to exercise within 24 hours after ordering by notifying the Customer Service. If the product has not yet been shipped, the Customer shall be refunded without penalty.

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

Pursuant to Article L 121-20 of the French Consumer Code, Customers have a right of return within 7 days after the receipt of the Order. They can get the right to return a product that does not suit them, without penalty.

In case of exercising the right of return by the Customer and in accordance with the provisions of Article L. 121-20 of the French Consumer Code, the cost of return of the Order shall be borne by the Customer.

Any request for return reaching Agenceamarte.com after the expiration of 7 days for whatever reason will not be accepted.

For example, can not be taken into account the following reasons:

- Inability to reach the Customer Service: Customer can send an email to boutik@agenceamarte.com
- The absence of the Customer during the period of 7 days following receipt of the Order
- Delivery of the Order on a vacation or secondary home

9.2 - Return process of a product

To exercise their right of return, Customers must first contact the Customer Service by email, stating the words "return request" in the subject of the email.

Return policy:

If the return comes from a change of mind, the Customer must go to his post office and ship, at its expense, the Order in Colissimo to the address which will be communicated by Amarte. Customer will have 15 days from the date of the email sent to Agenceamarte.com, for Agenceamarte.com to receive the product.

In case of exercising the right of return under the conditions set forth herein, the Customer will be offered a refund of the purchase amount, excluding the amount of shipping expenses paid by the Customer.

Non-compliant products:

When return of the product is caused by an error from Agenceamarte.com or the non-compliance of the product, Customer Service will send the Customer a Colissimo return slip to ship the product without charge.

The only case when the transportation costs to return the product shall be reimbursed to the Customer is where the return is caused by an error from Agenceamarte.com.

The product must be returned to Agenceamarte.com in a state suitable for resale, ie respecting the conditions of return set out below:

- In its original exact state
- Inside its packaging which must be intact,
- With all accessories attached,
- In perfect working condition,
- With no trace of any use
- With its instructions,

The products must be accompanied by the invoice that the Customer will have received by email.

The risks associated with returning the product, whatever the cause, are the responsibility of the Customer. If the product is lost during the shipment, the Customer is solely responsible and shall not be reimbursed by Agenceamarte.com.

The Agenceamarte.com website will make every effort to reimburse the Client within 30 days from the date of receipt of the returned product. If this time limit is exceeded for reasons beyond its control, Agenceamarte.com will not be pursued by the Customer.

If the product returned can not reach Agenceamarte.com within the time and conditions in this Article 9, the Customer will not be refunded.

Art 10 Products Warranty

To qualify for the product warranty, Customer must keep receipts of purchase received by email.

No product whose performance proves defective after 7 days following the receipt of the Product by the Customer will be borne by Amarte.

Regardless of the contractual guarantee provided, the seller remains liable for defects of conformity of goods with the contract and flaws in the prohibitive conditions.

If the product is defective, the Customer has the manufacturer's warranty in the conditions which are indicated by the latter in the leaflet accompanying the product delivered. If Customer believes that the Product is suffering from a defect making it unfit for its use and still under warranty, the customer must get in touch with the service after sale of the manufacturer or Amarte respecting the formalities of Article 1641 of the Civil Code. It is recalled that, in principle, the manufacturer is responsible for everything that concerns the safety of products (Article 1386-1 of the Civil Code).

In any event, responsibility for Agenceamarte.com may not exceed the value of products purchased and any other compensation could not be claimed beyond those expressly provided by the Code of Consumption.

Art 11 Law

11.1 Jurisdiction

The general conditions of sale Agenceamarte.com will be performed and interpreted according to French law.

Any dispute which may arise on the occasion of their validity, their interpretation or enforcement will be submitted to the Court of Pointe-à-Pitre, which is expressly granting exclusive jurisdiction.

In the event that any provision of general conditions would be considered illegal or unenforceable by a court, other provisions of these conditions remain in force.

11.2 Responsibilities

Responsibility of Agenceamarte.com under general conditions of sale may not exceed an amount equal to the amounts paid or payable in the transaction giving rise to such liability, whatever the cause or form of action.

Art 12 Intellectual Property

All elements of the Agenceamarte.com website and the name "Amarte" and "Agenceamarte.com" and domain name are protected by trademark law and patent and filed with the INPI.

They are the exclusive property of the Amarte company and can not be used without its consent. The user who wishes to place on his website a link directly to the Agenceamarte.com home page must request authorization from Agenceamarte.com

Art 13 Data protection

The information collected by Agenceamarte.com in any order by a Customer are necessary for the proper management of this Order.

In accordance with the Data Protection Act No. 78-17 of 6 January 1978, the Customer has a right of access, rectification, opposition and delete the personal data concerning him by writing, by mail and proving his identity, to: Amarte Tour Massabielle apt 27, 97110 Pointe-à-Pitre Guadeloupe. In addition, Customers may also view or modify data within the section "Your Account" on the Website.

Agenceamarte.com informs its Customers that the processing of information, including management of the users email addresses, has been declared to the CNIL.

In the event that Agenceamarte.com would transmit personal data about its Customers for a purpose other than to fight against fraud in credit card payment, or payment by check, to make a delivery, to facilitate a transaction or to resolve any dispute , in response to an injunction from a court or legal authorities, and that Amarte then would provide that information to other companies who would transmit to Amarte Customers Amarte commercial offers by mail or telephone, customers not wishing so could oppose such a provision of their data by writing to Amarte, Tour Massabielle apt 27, 97110 Pointe à Pitre, Guadeloupe.

By accepting these Terms and Conditions, Customers give their consent to the use of their personal data by Agenceamarte.com.

IDENTIFICATION:

Pascale Halley
Trade name AMARTE
Tour Massabielle Apt 27
97110 Pointe à Pitre
Guadeloupe
phone : 0690 42 28 29
RCS POINTE A PITRE 484 468 913
Host : creations-web.com
Customer Service : boutik@agenceamarte.com