



GENERAL TERMS AND CONDITIONS OF SALE

WWW.RENOVATION-DU-CUIR.FR

ARTICLE

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DÉFINITIONS

SOFOLK: this term designates the company SOFOLK with a capital of 1000€, registered at the R.C.S of Bordeaux under the number 828 401 950. Telephone: 05 57 64 69 72 - Mail: info@renovation-du-cuir.fr

PRODUCT(S): this term designates the products marketed by SOFOLK under the SOFOLK brand and offered for sale on the SITE.

BUYER: this term designates the contracting party, natural person, having ordered one or more PRODUCTS.

BENEFICIARY: this term refers to the PURCHASER of PRODUCTS under the SOFOLK brand.

SITE: this term designates the Internet Site: renovation-du-cuir.fr on which the PRODUCTS are presented and sold to the BUYER. It is hosted by the company AUTOUR DU NET whose head office is located at 13 route de Bordeaux - 7 lotissement Les Vignes, 33360 Cénac, registered at the RCS of BORDEAUX 789 408 176

ORDER: this term refers to the sales contract concluded between SOFOLK and the BUYER.

PARTIES: this term refers jointly or separately to the BUYER and/or SOFOLK.

ARTICLE 2: PURPOSE

The purpose of these general terms and conditions of sale is to define the terms and conditions under which SOFOLK offers the marketing of PRODUCTS to BUYERS. They come into force as of 1 January 2013. Consequently, any ORDER of one or more PRODUCTS by the BUYER implies his unreserved acceptance and his prior, full and complete adherence to the present general terms of sale, which prevail over any other document, except for special conditions expressly agreed to in writing by SOFOLK. The BUYER acknowledges having read the general terms and conditions of sale prior to his ORDER. SOFOLK reserves the right to modify these general terms and conditions of sale at any time. Nevertheless, the general terms and conditions of sale applicable to the PRODUCT ORDER placed by a BUYER on the WEBSITE are those accepted by the BUYER at the time the ORDER is placed.

ARTICLE 3: AVAILABILITY OF PRODUCTS

In accordance with Article L. 111-1 of the French Consumer Code, the BUYER may, prior to placing an ORDER, acquaint himself/herself directly on the SITE with the essential characteristics of the PRODUCT(S) he/she wishes to order. In the event that the BUYER wishes to obtain qualified advice on the PRODUCTS, a Customer Service is available by telephone: 05 57 34 69 72. In the event that the PRODUCTS are not available after the ORDER has been placed, the BUYER will be informed as soon as possible. He will have the possibility either to modify his order, or to cancel it and thus to obtain the refunding in the 14 days following the payment of the versed sums.

ARTICLE 4 : PRODUCT ORDERING

To purchase PRODUCTS, the BUYER must log on to the SITE and enter his e-mail address and password or create an account where he must enter his title, surname, first name, e-mail address and password. An online ORDER of PRODUCTS entails :

- Initially: the sending by SOFOLK, via e-mail, of a confirmation and summary of the ORDER
- In a second step: the sending by SOFOLK, via e-mail, of a confirmation of shipment of the ORDER
- In a third step: the delivery by SOFOLK of the PRODUCTS, by post, to the address indicated by the BUYER when placing his ORDER for PRODUCTS. An ORDER is deemed to have been placed on the WEBSITE and the general terms and conditions of sale accepted as soon as the BUYER has validated his/her payment. The data recorded by SOFOLK and the secure payment provider constitute proof of the nature, content and date of the ORDER. The double click of the BUYER under the ORDER constitutes an electronic signature which has the same value as a handwritten signature.

The double click and the acceptance of the general conditions of sales (check box) constitute an irrevocable acceptance and without reserve of the ORDER by the BUYER. Notwithstanding the foregoing, SOFOLK reserves the right to cancel any ORDER from a BUYER with whom there is a previous payment dispute or for any other legitimate reason, particularly with regard to the abnormal nature of the ORDER. At any time, the BUYER can follow his ORDER in the space "Customer Area/My Orders" provided for this purpose.

ARTICLE 5 : PRICE

The prices of the PRODUCTS are expressed in euros and include all taxes. The said fixed amount will be applied and indicated during the final validation of the ORDER by the BUYER. The PRODUCTS remain the property of SOFOLK until full payment of the price.

ARTICLE 6 : PAYMENT

The payment of the ORDER can be made online on the SITE (renovation-du-cuir.fr) via a payment card (credit card, Visa, Mastercard), paypal, cheque or transfer. The customer must tick the box corresponding to his choice of payment. SOFOLK reserves the right to suspend all ORDER processing and all deliveries in the event of non-payment or refusal of payment authorisation. SOFOLK reserves the right to refuse or honour an ORDER from a BUYER who has not paid for all or part of a previous ORDER or with whom a payment dispute remains. SOFOLK shall not be held responsible for any misappropriation or fraudulent use of any means of payment that has not been detected by the verification procedure. The BUYER guarantees SOFOLK that he/she has the necessary authorisations to use the method of payment that he/she has chosen for his/her ORDER. Any fraudulent use of the credit card shall not give rise to reimbursement by SOFOLK. As long as a PRODUCT ORDER has not been fully paid, the PRODUCT(S) shall remain the property of SOFOLK.

ARTICLE 7 : SECURING PAYMENTS

Online payment by credit card is completely secure. The entire transaction is directed in encrypted mode to a bank validation server in SSL (Secure Socket Layer) mode. You then make your purchases in complete security. Payment is made at the time of ordering, without prejudice to your rights.

ARTICLE 8 : SHIPPING & DELIVERY

The products are delivered to the address as indicated during the ordering process. It is up to the BUYER to provide exactly all the details necessary for the good routing of his order.

SOFOLK using the services of the Post office (Colissimo expert) as well as those of DPD France, the delivery time is that announced (48h for France) increased by 7 days.

Any erroneous or missing mention in the delivery address and/or the identity of the BUYER, and or the choice of the Relay Point, discharges SOFOLK of the responsibility of the delivery within the above-mentioned time limits.

After having been informed of the correction relating to the address or identity, SOFOLK will make every effort to deliver as quickly as possible.

In the case of an order sent to a Relay Point by DPD and which has not been collected by the Customer within the announced timeframe (9 calendar days from the day of delivery in the Relay Point), the return costs will be borne by the Customer.

ARTICLE 9 : RETRACTATION

Pursuant to the provisions of article L.121-18 of the Consumer Code, the BUYER has a fourteen (14) day cooling-off period as from the delivery of his ORDER to return the delivered PRODUCT(S) for reimbursement.

When the fourteen (14) day period expires on a Saturday, Sunday or public holiday, it shall be extended to the next working day.

A withdrawal form is available and can be printed from the following link: <https://www.service-public.fr/professionnels-entreprises/vosdroits/R38397>

The costs of returning the goods shall be borne by the BUYER.

The right of withdrawal cannot be exercised if the good was unsealed by the BUYER after the delivery and cannot be sent back for reasons of hygiene and safety, in accordance with the Article L.221-28 al 5.

The reimbursement of the totality of the sums paid will intervene at the latest within 14 days, as from the recovery of the goods by SOFOLK or until the BUYER has provided the proof of the shipment, the date retained being the one of the first of these facts. Beyond that, the sum due is, by right, increased by 10% if the reimbursement occurs at the latest 30 days beyond that term, by 20% up to 60 days, by 50% between 60 and 90 days and by 5 additional points for each new month of delay up to the price of the product, then at the legal interest rate Returns (due to non-conformity or the exercise of the right of withdrawal) must in all cases be made to the following address SOFOLK, 7 chemin de Lartigot - ZI La Palu, 33360 LATRESNE (FRANCE), in their original packaging and in perfect condition for resale.

ARTICLE 10 : GARANTIES

The seller is liable for defects in the conformity of the goods to the contract under the conditions of article L. 211-4 et seq. of the French Consumer Code and for hidden defects in the goods sold under the conditions set out in articles 1641 et seq. of the Civil Code.

In case of non-conformity of the PRODUCTS with the ORDER or delivery of a product with a hidden defect, the BUYER :

- has a period of two years from the delivery of the goods to take action
- may choose between replacement or reimbursement of the goods
- is exempted from proving the existence of the lack of conformity of the goods

The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.

If the BUYER decides to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code, in this case, he can choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

For any complaint, the BUYER shall contact the Customer Service Department whose contact details are indicated in Article 3.

ARTICLE 11-A : RESPONSIBILITY

SOFOLK shall not be held liable for any indirect damage that may arise from the purchase of the PRODUCTS. SOFOLK shall not be held liable for the non-execution of the ORDER in case of stock shortage or unavailability of the PRODUCTS due to a case of force majeure as defined by the French jurisprudence and courts. Similarly, SOFOLK shall not be held liable for the obligations of these general terms and conditions of sale in the event of damage resulting from the use of the Internet network, such as a virus, intrusion, loss of data, or disruption of the Internet service.

ARTICLE 11-B : RESPONSIBILITY OF THE CUSTOMER AND SOFOLK FOR RECOLOURANTS, PAINTS AND STAINS MANUFACTURED FROM OUR NUMBERED COLOUR CHART

The Customer is solely responsible for his choice of colour. Sofolk undertakes to manufacture the recolourant or paint ordered from the reference supplied. Sofolk will nevertheless allow an acceptable margin of error in the conformity of the colours delivered to the Customer.

ARTICLE 11-C - MANUFACTURE OF RECOLORANTS, PAINTS AND STAINS FROM A SAMPLE

Sofolk manufactures its recolorants and dyes from samples supplied by the Customer. Each sample is systematically analysed using a spectrophotometer. Once the recolorant, paint or stain has been manufactured, it is applied to a sample of the same material as that for which it is intended and analysed again by spectrophotometer. The colour of the manufactured sample is only delivered when it falls within the delta tolerance defined by the colour software.

ARTICLE 12 : RETURN OF SAMPLES TO THE CUSTOMER

Sofolk will systematically return by the carrier of its choice, the samples entrusted or sent by the Customer when requested to do so by the Customer. Sofolk agrees to pay for the cost of carriage at the standard rate, i.e. without the option of hand delivery or insurance in the event of loss or damage, up to a maximum of €10.) Upon request by the Customer and for a fee, Sofolk may return the samples on terms agreed between Sofolk and the Customer.

ARTICLE 13 : MEDIATION

In the absence of a response within a reasonable period of time by the Consumer Service to a written complaint from the BUYER or in the absence of an amicable agreement concerning a dispute arising between the PARTIES, the BUYER may request mediation free of charge under the conditions below. In accordance with the order n°2015-1033 of August 20, 2015 and the decree of application n°2015-1382 of October 30, 2015, the BUYER can seize the CMAP - Centre de Médiation et d'Arbitrage de Paris (Mediation and Arbitration Centre of Paris) to regulate in an amicable way by mediation any dispute or litigation known as of consumption, subject to the article L612-2 of the code of consumption.

The mediator cannot review the disputes for which, the request is obviously unfounded or abusive, or was previously examined or is being examined by another mediator or by a court, or if the BUYER introduced his request to the mediator in a time higher than one year as from his written complaint with the SOFOLK or if the dispute does not enter the field of competence of the mediator, or finally if the BUYER does not justify having tried, beforehand, to resolve his dispute directly with SOFOLK by a written complaint according to the terms and conditions provided for, if applicable, in the present General Conditions.

To submit his dispute to the mediator, the BUYER can (i) fill in the form on the CMAP website: www.mediateur-conso.cmap.fr, or (ii) send his request by simple or registered mail to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, or (iii) send an email to consommation@cmap.fr. Whatever the means used to refer the matter to CMAP, the request must contain the following elements in order to be processed rapidly: His/her postal, email and telephone contact details as well as the full name and address of SOFOLK, a brief statement of the facts, and proof of prior approaches to SOFOLK.

ARTICLE 14 : INTELLECTUAL PROPERTY

The Renovation-du-cuir.fr website is an intellectual work protected by the Intellectual Property Law. Each of the elements of which it is composed (such as, in particular, brands, logos, photographs, images, illustrations, texts, slogans) are the exclusive property of SOFOLK, the only one entitled to use the intellectual property rights and personality rights relating thereto.

Any reproduction and/or representation, in whole or in part, use, adaptation or modification of the SITE or of any of its components on any medium whatsoever, and in any form whatsoever, for any other purpose and in particular for commercial purposes is expressly prohibited.

Any reproduction and/or representation of the SITE or of any of its components must be expressly authorised in advance by SOFOLK. The creation of hypertext links to the SITE may only be carried out with the prior written authorisation of SOFOLK.

ARTICLE 15 : INFORMATION TECHNOLOGY & FREEDOM

The information collected by SOFOLK at the time of any ORDER of the PURCHASER is necessary to the treatment of the ORDERS by SOFOLK and its commercial partners. In accordance with the French Data Protection Act n° 78-17 of 6 January 1978, the BUYER has the right to access, rectify, delete and oppose his personal data. The BUYER can exercise this right by writing to SOFOLK, Service Consummateurs, 7 Chemin de Lartigot - ZI La Palu, 33360 LATRESNE (France), indicating his name, first name and address as well as the object of the request. To find out more about our policy on the protection of personal data, we invite you to consult our personal data protection policy