



Boutique à la Cathédrale

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale are agreed between:

The MAURICE DE SULLY ASSOCIATION, a non-profit-making association whose registered office is located at 6 place du parvis Notre-Dame 75004 Paris, registered under SIRET no. 324 456 011 00018,

Hereinafter referred to as "The Service Provider"

AS THE PARTY OF THE FIRST PART

AND

any natural person or legal entity wishing to make a purchase on "Boutique à la Cathédrale";

Hereinafter referred to as "The Purchaser"

AS THE PARTY OF THE SECOND PART

INTRODUCTION

The purpose of these general terms and conditions of sale is to establish the procedures for online purchase of religious items.

By entering into a contractual relationship on "Boutique à la Cathédrale"

(www.boutiquecathedrale.fr) and placing an Order, the Purchaser thereby acknowledges being fully familiar with these general terms and conditions of sale and accepts them in full without reservation.

The Purchaser is therefore advised to print out the conditions of sale.

ARTICLE 1 - APPLICABLE GENERAL TERMS AND CONDITIONS

1.1. The general terms and conditions comprise mandatory French laws governing mail-order selling to the benefit of consumers. In particular, the following apply:

articles L 121-16 et seq. of the French Consumer Code;

the "Informatique and Libertés" law (French data protection act) no. 78-17 of 6 July 1978;

law no. 2000-230 of 13 March 2000 concerning changes to evidence law to take account of information technologies and in relation to electronic signatures etc.

The above list is given for information purposes only.



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1.2. In the event of a sale made from a computer terminal located beyond French territory, these general terms and conditions continue to apply.

ARTICLE 2 - PURPOSE AND ESTABLISHMENT OF THE CONTRACT

2.1. The purpose of these general terms and conditions is to define the procedures for the online sale of religious items.

2.2. The contract with the Purchaser will be considered established as of the Service Provider's confirmation of the Order in accordance with Article 4 below. The contract will only become effective once the Order has been paid for in full.

2.3. These general terms and conditions of sale will take precedence over all other general or special terms and conditions not expressly approved by the Purchaser.

2.4. The Service Provider reserves the right to modify its general terms and conditions of sale at any time. In this case, the applicable conditions will be those in force on the date that the Purchaser places their Order.

ARTICLE 3 - SERVICES OFFERED

3.1. Services concern the sale of religious items available on the website within the limit of available stock and for acceptance and delivery by mail.

3.2. The range of services is valid as of the day that the item is displayed on the online shop's website.

3.3. Photographs shown in the catalogue are the most accurate reproductions possible but should not be considered exact reproductions of the product offered, particularly as regards colours.

3.4. The Service Provider reserves the right to temporarily withdraw an item from sale and to run time-limited promotions.

ARTICLE 4 - THE ORDER

4.1. The Purchaser wishing to buy an item must in all cases:

- complete the identification sheet including the contact details required;
- complete the online Order form showing the product or service references;
- validate their Order after selection and verification;
- settle the sum due under the stipulated conditions;
- confirm their Order and the corresponding payment.



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Confirmation of the Order equates to acceptance by the Purchaser of these general terms and conditions of sale, acknowledgement of being fully familiar with the said terms and conditions and an express undertaking to refrain from invoking their own purchase conditions or other conditions.

All data provided and the registered confirmation are evidence of the transaction. Confirmation equates to signature and acceptance with regard to the operations performed.

4.2. Depending on the choice made, the Purchaser will validate their order in accordance with the procedure shown on the website. Validation of the Order will automatically trigger display of the total price payable by the Purchaser.

4.3. The Purchaser will then be asked to choose a secure payment method to settle the sum due (see Article 6 below).

4.3. Once payment of the sum due is recorded by the Service Provider, an email confirmation will be sent.

4.4. An invoice will be sent by e-mail in parallel with confirmation of the Order. In accordance with article 289 bis - I of the French Tax Code, the invoice sent by data communication is the document serving as the original invoice. At the request of the authorities, information required will be provided on a paper-based format.

ARTICLE 5 - PRICE

5.1. Prices shown in the catalogue are inclusive of tax in euros, taking account of VAT applicable on the date of the Order. Prices of products or services may be increased to take account of any changes in rates.

5.2. Prices invoiced to the Purchaser are those in force on the day that the Order for the items is registered.

5.3. The Service Provider reserves the right to modify its prices at any time, it being understood that the price shown in the catalogue on the day of the Order will be the only one applicable to the Purchaser.

5.4. The cost of Order processing, transport and delivery is in addition to the price of items and is shown separately on the order.

ARTICLE 6 - PAYMENT OF THE PRICE

6.1. As of validation of the Order, the website transfers the Purchaser to the CIC bank's secure payment site.

6.2. Payment by credit card: The Purchaser is asked to enter their credit card number and validity date which are then transferred to their bank for confirmation of payment. Once confirmation is received from the bank (normally the next day), the Service Provider confirms the Order and notifies the order number.



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Payments by credit card will be made via the "SSL 128bits" secure system which uses the SSL (Secure Socket Layer) protocol so that information transmitted is encrypted by an application, with the result that no third party can access such information during its transfer on the network.

6.3. The price must be paid in the currency shown at validation of the Order.

6.4. The Purchaser will receive confirmation of their order with a copy of the invoice in PDF format sent to the e-mail address provided when ordering.

ARTICLE 7 - DELIVERY

7.1. As of confirmation of the Order, the Service Provider undertakes to send the items and objects in the Order to the address given by the Purchaser.

7.2. The Purchaser assumes all risks from the moment that the products leave the Service Provider's premises. In the event of damage during transport, a detailed complaint must be submitted to the carrier within three days of delivery.

7.3. Time limits for delivery are shown for information purposes; should they exceed thirty days as of the Order, the sales contract may be annulled and the Purchaser reimbursed.

ARTICLE 8 - LIABILITY OF THE SERVICE PROVIDER

8.1. The Service Provider undertakes to comply with these general terms and conditions of sale and, in particular, to forward for the Purchaser's attention all items and objects in their Order as of its confirmation.

8.2. With regard to the online sales process, the seller is only bound by a best-endeavours obligation; its liability cannot be invoked for damages resulting from use of the Internet such as loss of data, hacking, viruses, service disruption or other unintentional problems.

8.3. Under no circumstances can the Service Provider's liability exceed the sum of the Order except in the case of gross negligence in breach of these conditions of sale.

ARTICLE 9 - CANCELLATION

9.1. The Purchaser has a right to cancel their order during a period of 7 days as of receipt of the items covered by the Order. In such cases, the Purchaser must notify the Service Provider of their intention to cancel the Order by sending a letter by post to :

Société CROSSLOG / NDP MEAUX



Boutique à la Cathédrale

service des retours

**Z.I. Nord de Meaux
5-7 rue des frères Lumière
77100 Meaux - France**

No reason needs to be given for cancellation. In exercising their right to cancel, the Purchaser incurs no penalty of any kind.

9.2. It is incumbent upon the Purchaser to return the items covered by the Order to the Service Provider at :

Société CROSSLOG / NDP MEAUX

service des retours

**Z.I. Nord de Meaux
5-7 rue des frères Lumière
77100 Meaux - France**

shipping costs shall be exclusively borne by the Purchaser.

9.3. The Service Provider must reimburse payment for items within 30 days of the Purchaser exercising their right to cancel.

ARTICLE 10 - GUARANTEE

10.1. All products supplied by the Service Provider are covered by the statutory guarantee set forth in articles 1641 et seq. of the French Civil Code.

10.2. Should a product be found to be non-compliant, it can be returned to the Service Provider which will exchange it or reimburse the Purchaser.

10.3. All claims must be made by post within thirty days of delivery to the following address :

**Boutique à la Cathédrale, Association Maurice de Sully,
6 place du parvis Notre-Dame 75004 Paris
France**



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ARTICLE 11 - PERSONAL INFORMATION

11.1. In accordance with the French data protection act of 6 January 1978, personal information relating to purchasers may undergo data processing.

11.2. The Service Provider reserves the right to collect information concerning purchasers including through use of cookies.

ARTICLE 12 - INTELLECTUAL PROPERTY

12.1 All elements on the Service Provider's site are and remain the intellectual and exclusive property of the Service Provider.

12.2 Reproduction, exploitation, rebroadcast or use of the site's elements in any way whatsoever, even partially, are formally prohibited whether this concerns software, visuals or acoustic elements

12.3 All links whether basic or via hypertext are strictly prohibited without the express written agreement of the Service Provider.

ARTICLE 13 - FORCE MAJEURE

13.1. Time overruns or failure to satisfy Orders due to force majeure cannot give rise to compensation.

ARTICLE 14 - DISPUTE SETTLEMENT

The applicable law with regard to these conditions of sale is French law. In the event of a dispute, jurisdiction is assigned to the Paris district court, notwithstanding multiple defendants or third party complaints.

ARTICLE 15 - EVIDENCE

The Service Provider will archive the Order forms and invoices using a reliable and durable format constituting a faithful copy in accordance with the provisions of article 1348 of the French Civil Code.

The Service Providers computerised records will be considered by the parties as evidence of communications, Orders, payments and transactions occurring between the parties.