

TERMS AND CONDITIONS OF SALE - LU.LASOMMELIERE.COM

Introduction

La Sommelière is a commercial brand of the company FRIO ENTREPRISE.

These general terms and conditions of sale ("T&Cs") apply to all orders placed on the website <https://lu.lasommeliere.com/> ("the Website"). By confirming their order, the Client declares that they have read and unconditionally accept these T&Cs. The present general terms and conditions of sale ("T&Cs") comply with Article L441-6 of the Commercial Code and apply to products sold by FRIO ENTREPRISE under a brand or trade name owned by or distributed by the company, and they form an integral part of our contractual stipulations. Placing an order implies full and unconditional acceptance by the buyer of these general terms and conditions of sale, notwithstanding any contrary stipulation proposed by the buyer. FRIO ENTREPRISE reserves the right to suspend any delivery or terminate any sale, particularly if the buyer engages in unfair commercial practices or violates applicable legal provisions, such as selling at a loss, or if the buyer fails to comply with any of its obligations under these general terms and conditions of sale. FRIO ENTREPRISE reserves the right to suspend or cancel the sale, in whole or in part, in the event of force majeure, defined as any event likely to stop or reduce the production of products, or the transport of goods, or to prevent the normal execution of the contract.

1 - Purpose

The T&Cs are intended to describe the terms of remote sale of goods and services between FRIO ENTREPRISE and the Client. They set out the full obligations and rights of both parties. FRIO ENTREPRISE may adapt or modify these T&Cs at any time. The applicable T&Cs are those in force on the date of the Client's order.

2 - Orders

2.1 General Information

The Client places an order in accordance with the specifications listed on the Website. Any order validated by the Client will only be considered effective by FRIO ENTREPRISE after acceptance by the MOLLIE Internet payment server. Through the Website, the Client can choose to have the product delivered to their home or to an address of their choice. Any modification or cancellation of the order requested by the buyer will only be considered if it is received in writing before the products are shipped. In any case, FRIO ENTREPRISE reserves the right not to comply with such requests.

2.2 Anti-Fraud Control

To ensure transaction security and prevent payment fraud on the Internet, FRIO ENTREPRISE reserves the right to verify the reliability of the information entered when registering the order. Consequently, FRIO ENTREPRISE's Customer Relations Service may request one or more supporting documents (a copy of an identity document and proof of address) from the Client by phone and/or email. This request will suspend the order until these documents are provided by email to contact@lasommeliere.com or by mail to the following address: FRIO ENTREPRISE, Service Website, 143 boulevard Pierre Lefauchaux, 72230 Arnage. Furthermore, FRIO ENTREPRISE may cancel the order in the event of non-compliance or failure to provide these documents. In such a case, the cancellation of the order shall not entitle the Client to any damages.

3 - Prices

The prices of the products on the Website are indicated in euros, inclusive of all taxes, but excluding delivery costs. The prices of the products are those in effect at the time the order is placed by the Client. However, FRIO ENTREPRISE reserves the right to modify its selling prices at any time, before the order is confirmed.

4 - Payment

The products and services presented on the website are payable at the time of ordering.

4.1 Payment Methods

Payment can be made via the MOLLIE platform by credit card, bank transfer, or through PayPal. We also offer a payment option in 3 to 4 installments without fees through Klarna. FRIO ENTREPRISE, Website Service, 143 bd Pierre Lefauchaux, 72230 Arnage.

4.2 Default of Payment

FRIO ENTREPRISE reserves the right to refuse to honor an order or to make a delivery to a Client who has not fully or partially paid for a previous order or with whom there is an ongoing payment dispute. FRIO ENTREPRISE reserves the right to suspend or cancel any order and/or delivery, regardless of their nature and level of execution: i/ in case of non-payment of any sum due by the Client, ii/ or in the event of a payment incident.

4.3 Retention of Title

It is agreed that goods delivered and invoiced to the Client remain the property of FRIO ENTREPRISE until full payment of their price. Failure to pay may result in the reclaiming of the goods.

5 - Product Availability and Delivery

5.1 Conditions

Deliveries are made only in Luxembourg. Delivery is carried out either by direct handover of the product to the buyer or by providing the goods to a shipper or carrier at the premises of FRIO ENTREPRISE. Delivery costs are borne by the Client and vary depending on the type of order. They are indicated to the Client when they check the product's availability.

5.2 Availability and Delivery Time

Availability is indicated when the Client views the product. In case the ordered product is unavailable, the Client will be informed as soon as possible and will have the option to cancel the order. If an exchange is not possible, FRIO ENTREPRISE reserves the right to cancel the order and refund the amounts paid. The unavailability of the product shall not incur the liability of FRIO ENTREPRISE, nor entitle the Client to any damages. If no delivery time is specified, delivery will take place according to availability and in the order of receipt of orders. Our agreed delivery times are provided for informational purposes only and are non-binding.

5.3 Delivery Delays

Exceeding the delivery times shall not entitle the Client to damages, retention, or cancellation of ongoing orders. No penalty or damages will be accepted in the case of delayed, early, partial, or excessive delivery. Similarly, no penalty will be accepted due to delays caused by traffic accidents, police checks, or prolonged waiting at other platforms. In the event of damage during transport, this may result in partial or total rejection of the order linked to this damage. As this situation is not directly within our responsibility, it will not entitle the Client to penalties. In the absence of formally notified damage to the carrier during the inspection of the products at the time of delivery, FRIO ENTREPRISE disclaims responsibility for any damage to warehouses and/or sales outlets.

5.4 Transport

Delivery is deemed completed once the ordered goods are made available to the Client by the carrier. It is confirmed by the Client's signature on the delivery note, who must inspect the goods upon arrival, report any defects, or refuse the product if necessary.

TERMS AND CONDITIONS OF SALE - LU.LASOMMELIERE.COM

Our "classic" or "doorstep" deliveries, which are those offered free of charge to the client, are made at the "doorstep," meaning at the bottom of your building or at the entrance of your residence. You must make arrangements to receive your package and transport it yourself. Please ensure that you measure your doors, stairs, and elevators before confirming your order.

6 - Returning a Product

6.1 Claims

The Client must ensure, at the time of receiving their order or upon delivery, that the number of packages is correct and that the products are in good condition. If the delivered product(s) do not conform in nature or quantity to the specifications indicated on the delivery note or the invoice included with the shipment, or if they have been damaged during transport, the Client must fill in the delivery slip, clearly stating their reservations, and also report any damages due to transport. For products that do not conform to the order, if the delivery was made:

- By express parcel: A prepaid label will be sent to the Client by mail to return the product(s) at our expense upon receipt of the claim.
- By a carrier: The carrier will schedule a pick-up of the goods at the Client's residence.

To facilitate the return, it is essential that the Client retains the items in their original packaging and in the condition they were delivered. FRIO ENTREPRISE will contact the Client promptly and arrange a free, scheduled delivery for any available replacement product.

6.2 Right of Withdrawal

- Period: In accordance with articles L.121-20 and following of the Consumer Code, the Client has a period of fourteen (14) days from the delivery of their order to return any unsuitable item in its original packaging and request a refund for the product(s) ordered from FRIO ENTREPRISE.
- Procedures: The right of withdrawal must be exercised by registered letter with acknowledgment of receipt sent to the following address: FRIO ENTREPRISE, La Sommelière Website, 143 boulevard Pierre Lefaucheux, 72230 ARNAGE.
- Return Costs Related to Client Withdrawal: The return costs related to the client's withdrawal are the sole responsibility of the client. Product(s) returned with postage due or cash on delivery will be refused by FRIO ENTREPRISE. If the product(s) were delivered by a carrier, the carrier will come, by appointment, to the Client's residence to pick up the product(s). The costs associated with the carrier's visit will be deducted from the refund made to the client. In any case, returned products must be in their original packaging, unused, accompanied by their proof of purchase, as well as all accessories, unassembled, user manuals, and documentation. The refund or exchange assumes that the product has not been damaged by the Client or returned incomplete. The refund for the product(s) after return will be made as soon as possible, and at the latest within 30 days following the withdrawal.

7 – Warranties and After-Sales Service

7.1 Definition of the Warranty

FRIO ENTREPRISE grants the Client a one-year national warranty on functional parts only for electrical appliances. This warranty does not cover labor and travel expenses. FRIO ENTREPRISE grants the Client a national two-year warranty on functional parts, labor, and travel expenses for wine cellar products purchased on one of its merchant sites, including www.lasommeliere.com. The product is guaranteed if it is accompanied by its purchase invoice. The warranty covers products in their purchase configuration, provided their serial number remains legible. The warranty is valid in Luxembourg.

7.2 Defect Upon Unpacking

If, upon unpacking, a defect is found that prevents the use of the product in its expected configuration, the Client must contact FRIO

ENTREPRISE within 72 business hours. The product will then be exchanged (excluding breakage during assembly and missing hardware).

7.3 Warranty Extensions

The warranty extensions offered by FRIO ENTREPRISE are only valid for appliances of FRIO ENTREPRISE brands. These extensions cover technical malfunctions only. They include the costs of defective parts, labor, and travel expenses within Luxembourg. If necessary, a technician's intervention will be carried out on-site in Luxembourg.

7.4 Warranty Exclusions

The warranty extensions do not cover aesthetic or appearance parts, accessories, or wear-and-tear items (cables, seals, filters, lamps, etc.). Additionally, the following are not covered:

- Consequences of improper transport of products (e.g., transporting products horizontally).
- Damage or malfunctions caused by or resulting from failure to follow instructions, use of inappropriate energy sources, improper installation or connection, lack of maintenance, regular cleaning, or drainage.
- Damage attributable to external causes: theft, vandalism, electrical surges, falls, lightning, flooding, fire, etc.
- Professional or commercial use.
- Second-hand or decommissioned appliances.
- Maintenance operations, including annual defrosting, condenser dusting, and cleaning of condensate water drains.
- The content of the products.

The above provisions do not in any way reduce or eliminate the legal warranties.

8 - Liability

FRIO ENTREPRISE shall not be liable for any indirect damages or costs, nor for any losses, including data or information loss, and any damages or expenses arising from the Client's use or inability to use the product. FRIO ENTREPRISE cannot be held responsible for goods stored inside its equipment and potentially deteriorated. The buyer is solely responsible for the contents stored in equipment sold by FRIO ENTREPRISE. Additionally, FRIO ENTREPRISE cannot be held liable for goods located inside the buyer's premises.

9 - Force Majeure

FRIO ENTREPRISE shall not be held responsible for the non-fulfillment of the contract due to the occurrence of a force majeure event. Considered as exonerating cases of force majeure are any irresistible, unforeseeable events beyond the parties' control.

10 - Personal Data

In the context of your commercial relationship with FRIO ENTREPRISE, we may request certain personal data. We will indicate if this data is mandatory or optional. It is used solely for processing your order or request (newsletter subscription, participation in a game, request for information, etc.) and for personalizing communication and product offerings on the website and in our newsletters.

Your data is confidential. FRIO ENTREPRISE commits not to disclose it to third parties other than its subcontractors without your express consent. Therefore, we will only share your contact details with companies selected by FRIO ENTREPRISE whose offers may interest you if you have agreed to this when registering.

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TERMS AND CONDITIONS OF SALE - LU.LASOMMELIERE.COM

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WARNING: Such an action may prevent you from using certain features of our website and other websites on this computer in the future.

In accordance with the law of January 6, 1978, relating to data processing, files, and freedoms, you have the right to oppose, access, rectify, and delete data concerning you. These rights can be exercised under the conditions provided by the law of January 6, 1978, by sending a letter to FRIO ENTREPRISE's Consumer Service:

143 boulevard Pierre Lefauchaux
72230 ARNAGE
France

In all cases, your request must be signed and accompanied by a photocopy of your identity document.

11 – Modification of the Terms and Conditions of Sale

Any modification to these terms and conditions of sale must be contained in a written document signed by an expressly authorized representative of FRIO ENTREPRISE and referring to these terms and conditions of sale to be valid and binding on FRIO ENTREPRISE.

12 – Applicable Law

These T&Cs are governed by French law. In the event of disputes, French courts will have sole jurisdiction.

13 – Jurisdiction Clause

Any dispute arising from or related to these terms and conditions of sale will be submitted to the Commercial Court of LE MANS, to which the parties expressly grant exclusive jurisdiction. This applies regardless of the methods of purchase or payment provided in these agreements, even in the event of multiple defendants or third-party claims, and regardless of the place of delivery of the ordered goods.

Consumer Dispute Mediation

In accordance with articles L611-1 and following and R612-1 and following of the Consumer Code, for any contractual dispute related to the execution of the sales contract and/or provision of services that could not be resolved through a prior complaint submitted to our customer service, the Consumer may resort to mediation free of charge. They may contact the National Association of Mediators (ANM) either by mail at 62 rue Tiquetonne 75002 PARIS or by filling out the online referral form at the following address: www.anm-conso.com.

14 - Company Contact Details

FRIO ENTREPRISE – Headquarters:
143 boulevard Pierre Lefauchaux
72230 ARNAGE
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