

Conditions générales de vente du vendeur Anthémis

By agreeing to these terms of service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the terms will result in an immediate termination of your services.

Governing law

Each transaction carried out is deemed to be completed within france and therefore shall be governed by and interpreted following the laws of the republic of france. The terms of this agreement (and any dispute, controversy, proceedings, or claims of whatever nature concerning them) shall be governed and interpreted per french law and the french courts shall have exclusive jurisdiction.

Entire agreement

The failure of us to exercise or enforce any right or provision of these terms of service shall not constitute a waiver of such right or provision. These terms of service and any policies or operating rules posted by us on this site or in respect to terms of service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the terms of service).

Any ambiguities in the interpretation of these terms of service shall not be construed against the drafting party.

Accuracy, completeness, and timeliness of information

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Accuracy of billing and account information

We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, household, or order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers, and expiration dates so that we can complete your transactions and contact you as needed.

Third-party links

Certain content, products, and services available via our service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

Prohibited uses

In addition to other prohibitions as set forth in the terms of service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any

obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the internet. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

Disclaimer of warranties and limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Severability

If any provision of these terms of service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms of service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These terms of service are effective unless and until terminated by either you or us. You may terminate these terms of service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these terms of service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services.

Ordering and payment

We must receive payment in full for the price of products that you order prior to our acceptance of your order. All of the product items are labeled in detail consisting of unit price + the number of products + vat amount = sales price.

The shipping cost may differ depending on region, city, or country and they are provided at the checkout section before your order. Customer acknowledges and states that he/she/other has specific information about the product including the total price, shipping fee, type of payment, the conditions of delivery.

Once payment in full has been received by us we shall acknowledge receipt of your order by sending you an email to the email address that you provided in your order form. This does not constitute our acceptance of your order. Our acceptance of your order takes place when we dispatch the product that is ordered unless we have previously notified you that we do not accept your order or you have canceled your order in accordance with the cancellation clause below in detail. We reserve the right not to accept your order if:

We have insufficient stock to deliver the products you have requested.

One or more of the items you ordered was priced incorrectly due to a typographical error or resulting from a fluctuation in the prices of precious metals or gems.

If we do not accept your order we will notify you by email and we will credit your account with any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

We shall not be obliged to offer any compensation for disappointment suffered.

Our acceptance of your order brings into existence a legally binding contract between us. We do not accept orders from persons under the age of 18 or from persons who are unable or are not authorized to enter into legally binding contracts through this site. If you do not qualify to do so do not use this site. We do not process or hold any payment details. Customers who pay for goods both on and offline will have their payment processed by stripe & paypal on an external site managed by stripe & paypal or one of its agents.

Cancelation, returns, and refunds

Anthemis design is unable to accept returns or exchanges since each piece is handmade and specifically designed for the customer. Especially bespoke or custom-made items are special orders, and as such, these items cannot be exchanged or returned under any circumstances. (for your order, you will receive regular updates and images about the progress of your product. Customers will be asked to comment on the product while making to ensure the best product for her/his needs.

Note that the products in the pictures are representative and they may not be the same as seen in the pictures due to the fact that every product provided by anthemis design is handmade and specially designed for customers' needs. During the making of products, a

wide range of materials is used such as fabric or clay followed by final finishing products. Therefore, there might be a slight difference in color or texture.

Customers must contact within two (2) days in case of receiving an incorrect product or a product that was damaged on the way. We will either repair or replace it with respect to several parameters which will be discussed by the anthemis design team. Any inquiry or request after two (2) days will not be accepted as any kind of damage or incorrectness will be considered as the customer's responsibility. We strongly believe that you will be indeed delighted with your purchase from anthemis design, however, in case you would like to return a product, please note that the policy below will be followed:

Damaged items or unusable/unsuitable items may be refunded or exchanged within five (5) days from the date you receive your parcel (the date and time that is defined by the delivery company). Prior to returning a product, the customer must notify anthemis design within 24 hours.

The returned item must be in as received, unused, or unworn condition with its original package, stickers, and any interior/exterior material that was received with it. Any absence of the material from the product box, including the product itself and box, will be reduced from the total paid amount.

The customer must include a copy of the receipt in the box that will be sent back.

Customer is responsible for paying for the shipping costs of returning items. Customer is considered to acknowledge that shipping costs are non-refundable. If you are informed that you will receive a refund as a result of the return of the product in good conditions as explained above, the shipping costs will be reduced from the refund.

Customers must accept that return costs are the responsibility of the customer, and only in case of damaged, faulty, or incorrectly supplied products, anthemis design will cover the shipment costs. Customer is also considered to acknowledge that the decision on the problem or condition of the product will be given after a detailed examination performed by anthemis design to prevent any misuse of this right by the customer.

Payment

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these terms. The following items will be followed as the policy for payment and payment related events on this website:

All the products are presented in euro currency (€) and the transactions will be done in eur. If you purchase a product from a country that has a different currency, there may be fluctuations on your bank or credit card due to the conversion between the currencies. At this point, anthemis design does not accept any responsibility for these fluctuations.

Payments for products can be made securely online by credit card (mastercard or visa) or paypal. Customer is considered to acknowledge that the payment service is provided by stripe or paypal. Therefore, anthemis design does not accept any responsibility for the events that may occur on stripe or paypal payments.

Customers can perform a transfer through a bank (bank transfer – for eu countries customers only. The bank details will be provided after your purchase. If not provided within 24 hours, either first check your email – spam folder or contact us for further details)

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the service.

Shipping

Customers receive their product(s) in a safe and specially designed gift box that protects the product from any kind of external damage and impact during shipping or using it in daily life.

Anthemis design is not responsible for lost packages once it is sent by us by shipment. A tracking code will be sent to the customer after each purchase and, from that moment on, the customer is responsible for tracking the product or, if needed, contacting with customs of the country of the customer, paying the customs fees (if necessary). Anthemis design is not responsible for the re-shipment cost of your package if returned due to an undeliverable address or absence of customer in the address that is previously given by the customer during purchasing product(s) from our website or etsy shop.

In default selection, the shipment does not include insurance fees. If you would like to have insurance for your purchase(s), please choose the insured delivery service in the checkout section.

If you receive a damaged package, you must send a photo of the parcel and the state of the product including your billing and delivery details to anthemis design within 24 hours.

Customers are considered to acknowledge that the shipping time is not included in the production time. The production time starts when your order is confirmed by anthemis design until your package(s) is delivered to the post office for shipment. When your order is taken by the responsible at the post office, you will receive an email including your tracking code.

The shipment methods for domestic areas are:

Domestic shipping only includes the destinations in France. Standard shipping methods are carried out by courier and free of charge.

The shipment is done through La Poste and Mondial Relay with a shipment including tracking. The duration is defined by La Poste and Mondial Relay up to 2 – 5 days. Anthemis Design does not take responsibility for the delayed shipments that may occur during the transfer of the products between the destinations.

The shipment methods for international areas are:

International areas are defined as anywhere outside of France mainland and the rates are different compared to domestic shipping rates.

These rates can be previewed depending on customers' addresses before checkout during the selection of the type of shipping.

As stated before, the customer is completely responsible for shipping costs and customs tax, and fees. Anthemis Design only presents the prices for the products and these do not include shipping and customs fees and taxes. Therefore, we urge you to verify the fees and taxes from customs in your country before placing an order.

Since Anthemis Design is a registered enterprise, we do not mark packages or products as a gift or lesser value to avoid customs tax and fees.

It should be acknowledged by the customer that Anthemis Design does not accept any responsibility for delays in customs. It is recommended that international orders be placed 3 to 4 months before the date that the customer is envisaging to use it to resolve any problems. If your package has not arrived in 2-3 weeks, please contact us immediately.

Production time and rush order

All the products that are presented on this website and Etsy store are made upon order. Anthemis Design does not work with products in stock if the product is previously made in more than one piece. Therefore, each product will be unique and slightly different than the presented picture on the internet. Therefore, each product may take time up to 4 weeks (production time). Customer is recommended to place an order considering the suitability of production time and shipping time, in total.

We at Anthemis Design are always eager to produce your order as fast as we can. So, if you require an accessory for a specific date that is below the recommended times that are required for production and shipping, please contact us. Rush orders are available for an additional fee.

If you order a custom product or bespoke with some modifications, please consider at least 4-6 weeks for the production. The shipping time is not included.

Please note that anthemis design does not accept to produce a copy of another designer's product or give any discounts.