

# TERMS OF SALE

## Article 1 - Terms of Sale jurisdiction and definitions

These Terms of Sale are governed by the laws of France and will be interpreted in accordance with the French courts. You can get on this page, for your reading comfort and understanding, a full translation in English of the Terms of Sale of the current website.

The below listed words define :

- « **Site** » or « **website** » : the website <https://frenchblabla.org> and all its pages.
- « **Publisher** » : the legal or natural person responsible for editing and publishing content on the site.
- « **User** » : the person visiting and using the site.
- « **Products** » : all goods (both physical and intangible) and services that it is possible to buy or to which it is possible to subscribe to on the site.
- « **Customer** » : the user buying a product or service on the site.
- « **Consumer** » : as defined in the European Directive on Consumer Rights, « *natural persons who are acting outside their trade, business, craft or profession* »

## Article 2 - Terms of Sale application and site purpose

The present Terms of Sale describe the entire agreement between and the website and the customer. They may be modified at any time by the publisher or one of its representative. **The Terms of Sale applicable to the user are those in effect on the date of the connection to the site.**

Legal mentions concerning the website host and publisher can be found in the website Legal Notices ; web site policy regarding the gathering and use of its users data can be found in the website Privacy Policy.

The following products are sold on the site : "French teaching podcast and website".

The site is free to access by any Internet user. The acquisition of a product, creation of an account on the site, and in a broader sense navigation on the site implies acceptance by the user of the whole current Terms of Sale, the user thus acknowledging to have taken full knowledge and accepted the latter. For instance the collection of this acceptance can be materialized as a checkbox next to the sentence: "*I have read and accepted the terms and conditions of this site*". Ticking this box will be considered to have the same value as a handwritten signature from the user.

The user recognizes the value of evidence from the site automatic recording systems and, unless able to provide evidence to the contrary, will not contest this evidence in the event of a complaint.

The acceptance of these Terms of Sale implies on the part of the user that he or she does have the legal capacity necessary to do so. If the user is a minor or has not the legal capacity to enter into contracts, he or she declares having the consent of a parent or legal guardian.

## Article 3 - Member account

Creating an account is a prerequisite to the placing of any order on this site. To this purpose, the member can be asked to provide a few personal information. The member agrees to provide accurate information and to notify any relevant change to the Publisher.

The registered user on the website (member) has the ability to access his or her account by logging in, using the e-mail address specified during registration and a password or using third-party social network login buttons. The user is responsible for protecting the password he or she has chosen, and is encouraged to use complex passwords. In case of forgotten password, the member can choose or generate a new one. This password is the guarantee of confidentiality of

information contained in the user account, and the user will refrain from transmitting or communicating it to third parties. Otherwise, the site will not be held liable for unauthorized access to a user account.

Data collection purpose is the creation of a member account ; this account allows the customer to check all orders made on the site with the account. The site publisher can not be held responsible if the data contained in the account were to disappear as a result of a technical failure or force majeure event, this information having no probative value, but only an informative one. The account pages are freely printable by the given account holder but cannot be taken as evidence ; they only have informative value and aim to effectively help the member to manage his or her orders or contributions.

Members are free to delete their account on the site. In order to do so, the member can send a e-mail to the website stating that he or she wants to delete the account. No data recovery is possible after account deletion.

The publisher reserves the exclusive right to delete the account of any member who may have breached the Terms and Conditions of the site, including but not limited to the following cases :

- the member has knowingly provided false information during his or her registration and the creation of an account
- the member has been inactive on the site for at least a year

Said deletion cannot be considered harmful to the excluded member, who can not claim any compensation for this the account deletion. This deletion does not prevent the publisher to initiate legal actions or a lawsuit against the member, should the facts warrant it.

#### **Article 4 - Order placing and purchasing process**

The goods and services offered are those listed in the catalog published on the site. We work with a print-on-demand drop shipper. They have locations worldwide, so depending on where you are, your orders are printed and shipped from the facility that can do it most efficiently! . Each product is listed along with a description provided by the publisher based on descriptions provided by the supplier.

The product images and information texts available reflect the product as much as possible but the publisher cannot guarantee that all pictures accurately reflect the true appearance of the products.

The "Basket" will be defined as an immaterial container with all the goods or services selected by the user for a purchase by clicking on them.

As soon as the user deems to have selected and added to the basket all the products he or she wish to buy, the user will have the possibility to access the basket by clicking on a link or button provided for this purpose, and where he or she can confirm the order. The user will then be redirected to a summary page on which the number, characteristics and unit price of the ordered products will be listed for he or she to review.

If the user wishes to confirm the order, he or she must tick the dedicated checkbox to show acceptance of these Terms of Sale and hit the submit button. The user will then be redirected to a page where he or she will fill the order form fields by entering some personal data necessary to the placing of the order.

Once the user has completed and submitted the form, he or she will be redirected to the online payment page where the user can make online payments by credit card or by bank transfers, or will access the required information to send a bank check.

An e-mail will shortly be sent to the user, confirming the order and listing its specifics and price.

Sold products remain the property of the seller until full payment of their price, in accordance to the present title retention clause.

#### **Article 5 - Prices and payment process**

The prices listed in the catalog are prices shown in Euros including taxes (TTC), and based on the applicable VAT on the day of the order.

Caroline Molinari reserves the right to change prices at any time. However, only the price appearing in the catalog on the day of the order shall be applicable to the buyer.

The user can place order on this site and pay by Paypal. The credit card payments are made through secure transactions provided by an online payment platform provider.

This site has no access to any user payments data. Payment is made directly to the bank or online payment platform provider. If the user is paying by bank check or transfer, delivery time periods defined in these Terms of Sale shall only run from the date the seller actually receives the payment, the seller having full choice of means to prove this date. Product stock availability is listed on the site, in the description of each item.

The publisher will archive purchase orders and invoices on a reliable and durable medium, as a true copy. Digital records will be considered by both parties as proof of communications, orders, payments and transactions between them.

## **Article 6 - Delivery or dissemination**

Delivery costs will be shown to the customer before any payment. The site has no geographical limitation for delivery, orders can be shipped anywhere in the world.

Unless otherwise stated, the publisher promises to send the products within a maximum period of thirty (30) days after receiving the order.

### **When will I get my order?**

Usually, it takes 3–7 days to fulfill an order, after which it's shipped out. The shipping time depends on your location, but can be estimated as follows:

- USA: 3–4 business days
- Europe: 6–8 business days
- Australia: 2–14 business days
- Japan: 4–8 business days
- International: 10–20 business days

### **Will I be charged customs for my order?**

An additional customs and tax fee can occur on international orders. This fee is not in our control and is assessed by your local customs office. Customs policies vary widely for every country so please check with your local customs office directly to see if they apply duties and taxes to your purchases.

### **How do I track my order?**

You'll receive a tracking link via email when your order ships out. If you have any questions about your tracking or shipment, drop us a line at [contact@frenchblabla.org](mailto:contact@frenchblabla.org)

### **I received a wrong/damaged product, what should I do?**

We're so sorry if the product you ordered arrived damaged. To help us resolve this for you quickly, please email us at [contact@frenchblabla.org](mailto:contact@frenchblabla.org) within a weeks' time with photos of the damaged product, your order number, and any other details you may have about your order. We'll get back to you with a resolution as soon as possible!

The buyer is responsible for checking the conformity of the goods delivered at the time of delivery. Any anomaly concerning the delivery (damage, missing product as compared to the delivery order, damaged package, broken product ...) must be indicated by the buyer on the delivery form, as handwritten reserves, accompanied by his or her signature. The buyer will open any defective or damaged package in the presence of the carrier and have the latter bring back the damaged merchandise. If the buyer fails to comply with these requirements and if, by doing so, the seller loses

any possibility of appeal against the carrier, the buyer alone will bear the consequences of the damage done to the products.

Any claim not made in the rules defined above and within the defined time periods will not be taken into account and will release Caroline Molinari from any liability towards the buyer.

### **What's your return policy?**

We don't offer returns and exchanges, but if there's something wrong with your order, please let us know by contacting us at [contact@frenchblabla.org](mailto:contact@frenchblabla.org)!

### **Do you offer refunds?**

Refunds are only offered to customers that receive the wrong items or damaged items. If any of these apply, please contact us at [contact@frenchblabla.org](mailto:contact@frenchblabla.org) with photos of wrong/damaged items and we'll sort that out for you.

### **Can I exchange an item for a different color?**

At this time, we don't offer exchanges. Though rare, it's possible that an item you ordered was mislabelled. If that's the case, please let us know at [contact@frenchblabla.org](mailto:contact@frenchblabla.org) within a week after receiving your order. Include your order number and photos of the mislabeled item, and we'll send you a new one, or issue a refund!

## **Article 7 - Exceptions to the withdrawal right**

The purchase of the following Products offered on the website will not allow the customer to exert his or her right of withdrawal, as stated in article L.221-28 of the French Code de la consommation : Digital products and Print on Demand products. The customer acknowledges this list of products, for which the sale will be regarded as irreversible, and waive his or her withdrawal right regarding those products, provided his or her express consent to this waiver had been given by the customer for contracts beginning immediately and concerning digital contents not provided on a hard medium or services delivery that are complete withing the withdrawal right period.

## **Article 8 - Products warranty**

All products purchased on this website are protected by the following legal guarantees (French Code Civil) ;

### **Guarantee of conformity**

According to Articles L.217-4 and following of the French Code de la Consommation, the seller must deliver goods in conformity with the contract and is responsible for defects existing during product delivery. The guarantee of conformity may be exercised if a defect were to exist on product delivery, or if the defect appears within 24 months following the delivery date (6 months if the order was placed before March 18th, 2016 or the item sold is a used one).

However, after this period of 24 months (6 months if the order was placed before March 18th, 2016 or the item sold is a used one), it will be up to the customer to prove that the defect existed at the time of delivery.

### **Hidden defects guarantee**

According to Articles 1641 to 1649 of the French Code Civil, the customer may request the exercise of a hidden defects guarantee if the considered defects do not appear at the time of delivery, predated the purchase (and therefore does not result from normal wear of the product, for example) and be serious enough (the defect must render the product unfit for the use for which it is intended, or hinder this use to such an extent that the buyer would not have bought the product or would not have purchased it at such a price if he or she had known the default).

In case of non-conformity of a product sold on the site, it can be returned to the publisher who will refund or exchange it. If a product exchange is not possible (e.g. obsolete or out of stock product) the buyer will be reimbursed for the amount of the order minus the carrier costs related the sending of the initial order.

In addition to the above legal guarantees, the digital courses and classes sold on this site are protected by another guarantee, offered by the publisher, under the following conditions :

The first time you register to any of Caroline Molinari's French classes and/or French courses, you have 7 days from the date of your payment to ask for a refund if you're not satisfied with the course and/or class you purchased. After this trial period, you will not be able to claim a refund. The refund doesn't apply to downloadable digital products. Participation in a class and/or a course shall apply from the date of your registration/payment to the date on which this agreement is terminated as set out below. You should note that you will not be entitled to obtain a refund in the event that you have used your username and password to access a course and/or a class, prior to the expiry of the relevant expiry period. Each fee paid by you will entitle you to access the service in relation to the period you have paid for. After this time, you will not be able to access the service unless you extend the service through further payments. You may terminate your registration for use of the Service at any time by contacting Caroline Molinari. On cancellation any fees previously paid will not be refunded.

### **Article 9 - Customer service**

The site customer service is available by e-mail at the following address: [contact@frenchblabla.org](mailto:contact@frenchblabla.org) or through mail at this address 5 rue du Lavoir, Domaine des Grives, 48230 Chanac in case of which the publisher agrees to provide a response within 7 days.

### **Article 10 - Liability**

The publisher can not be held liable for breach of contract due to a force majeure event, including but not limited to total or partial strike of postal services, carriers, or disasters caused by floods or fires. Regarding purchased products, Caroline Molinari shall not be liable for any consequential damages because of present, trading loss, operating loss, loss of profit, damage or expense that might arise.

The choice and purchase of a product are under the sole responsibility of the customer. The total or partial inability to use such product due to incompatibility of equipment cannot lead to any compensation, reimbursement or questioning the responsibility of the publisher, except in the case of a proven hidden defect, non-compliance, damaged good, or genuine exercise of rights of withdrawal (if the customer is not a professional and withdrawal right is applicable to the contract, according to the article L.221-18 and following of the French Code de la consommation).

The user expressly agrees to use the site at his or her own risk and under his or her sole responsibility. The site provides the user with indicative information and flaws, errors, omissions, misstatements and other ambivalences may exist. In any event the publisher will not be liable for :

- any direct or indirect damage, including but not limited to lost profits, revenue shortfall, loss of customers or data that may result from the use of this site or conversely the inability to use it;
- any malfunction, impossibility of access, misuse, improper configuration of the user's computer, or for the use by the user of an unusual browser;
- the advertisements content and other links or external sources the user may access through the site.

The photographs and visual products presented on the site have no contractual value, the responsibility of the publisher of this site can not be engaged if product specifics are different from their displays on the site, or if they are incorrect or incomplete.

### **Article 11 - Intellectual property rights relating to information published on this site**

Unless otherwise stated, the publisher or its licensors own the intellectual property rights of the website and of material on the website.

**Copying any content, including but not limited to logos, text content, pictures or videos is strictly prohibited and will be considered counterfeiting.**

Any user found guilty of counterfeiting would likely see his or her account deleted without notice or compensation, this deletion not preventing the publisher or its representative to initiate legal actions or a lawsuit against the member, should the facts warrant it.

Trademarks and logos appearing on the site are deposited by the publisher or possibly by one of its partners. As such, any person proceeding to their representations, reproductions, interweavings, distribution and reruns incurs to penalties foreseen in the articles L. 713-2 and following of the French Code of the intellectual property.

### **Article 12 - Terms of Sale framework**

If any of these terms and conditions should be declared null and void by a court, such nullity shall not extend to any other clauses, which continue to be in effect. The present Terms of Sale describe the entire agreement between the user and the website. They supersede all previous or contemporary written or oral agreements. The Terms of Sale are not assignable, transferable or sublicensable by the user himself.

A printed version of the Terms of Sale and any notice given in electronic form may be requested in judicial or administrative proceedings in connection with the terms and conditions. The parties agree that all correspondence relating to these Terms of Sale, shall be in the French language.

### **Article 13 - Eligible law and consumer mediation**

These Terms of Sale are subject to the application of French law.

Excepting public policy provisions, any dispute that may arise regarding the execution of these Terms of Sale may be submitted to the discretion of the publisher with a view to a friendly settlement, before any legal proceedings.

It is expressly stated that the claims for friendly settlements do not suspend nor set aside the deadlines fixed for instigating legal proceedings. Unless otherwise provided by public policy provisions, any legal proceedings regarding the execution of this contract shall be subject to the jurisdiction of the Court of Appeal that has been referred to.

#### **Consumer mediation**

As required in the article L.612-1 of the French Code de la consommation, Caroline Molinari Auto-entrepreneur guarantees that the customer can seek a free-of-charge consumer mediation for the amicable resolution of any dispute with the publisher.

Caroline Molinari Auto-entrepreneur offers its nonprofessional customers the mediation of the following mediator :

- **MEDIATEUR DE LA CONSOMMATION AGREE - DEVIGNY MEDIATION**
- [contact@devignymediation.fr](mailto:contact@devignymediation.fr)
- <https://www.devignymediation.fr/consommateurs.php>

Mediation is not mandatory but only offered to allow informal resolution of disputes and avoid unnecessary litigation.