

# Terms and conditions of sale

## PART 1 – PREAMBLE

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### Article 1: Parties

These terms and conditions set out the rules governing relations between:

1) The Company "BSA SARL" with a share capital of 60,000 Euros, registered at the Paris RCS (Trade and Companies Register) under number 499 722 825, and whose head office is at 49, rue de Lourmel 75015 Paris, France.

The object of BSA is the sale of new and used products through the Website [www.glazedshop.com](http://www.glazedshop.com), which it operates.

The "Site" means the interactive electronic service operated by BSA and allowing access to the sales services offered by it. The URL of the Site is [www.glazedshop.com](http://www.glazedshop.com)

2) "The Customer" who registers with and places an order on the Site in accordance with these terms and conditions.

Only the following may be "Customers" as defined in these terms and conditions:

- individuals
- non-traders
- adults
- persons legally capable of contracting. Under the provisions of the French Civil Code, adults under guardianship or wardship may only contract with the assistance or representation of their guardian or ward
- persons domiciled in metropolitan France, with the exclusion of Corsica, Andorra and Monaco.

## **Article 2: Purpose**

The purpose of these terms and conditions is to set out the rules applicable to contracts of sale between the parties through the Site [www.glazedshop.com](http://www.glazedshop.com).

The parties agree that their relations will be wholly and exclusively governed by this contract, and not by any term or condition previously applicable on the site, any prior written or oral agreement, or any other document such as an advertising brochure.

These terms and conditions of sale were updated on 1 July 2011. This edition supersedes and replaces all previous versions.

## **Article 3: Acceptance**

By checking the box "I have read and accepted the terms and conditions", the Customer is deemed to have read and accepted these terms and conditions fully and without reservation.

## **Article 4: Duration**

Subject to any amendments, these terms and conditions shall apply for the entire duration of the online services offered by BSA.

## **Article 5: Amendments**

BSA reserves the right to modify these terms and conditions. However, such modifications shall only apply to contracts concluded after the entry into force of these modifications.

## **Article 6: Waiver**

The fact that either party does not assert the application of any provision of these terms and conditions, or acquiesces in its non-application, either permanently or temporarily, shall not be construed as a waiver by that party of the rights available under that provision.

## **Article 7: Invalidity**

If any provision of these terms and conditions is held to be invalid, it shall then be deemed not present, and shall neither invalidate the entire terms and conditions nor alter the validity of the remaining provisions.

## PART 2: HOW A CONTRACT OF SALE IS ENTERED INTO

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### **Article 8: Creating a Customer account**

#### **Article 8.1: How to create an account**

Placing an online order requires the prior creation of a Customer account on the Site [www.glazedshop.com](http://www.glazedshop.com). This registration allows for a Customer number to be obtained.

To create an account, the Customer should refer to "Your Account" and follow the steps described therein.

He or she then chooses a username and password. BSA may ask him or her to make an alternative choice if the username is already in use.

The Customer then provides various information, relating, in particular, to his or her identity, postal address and email address.

The Customer warrants that such information is accurate and up to date. He or she undertakes, where appropriate, to inform BSA of any subsequent amendments to that information.

When creating a customer account, he or she shall acknowledge and unconditionally accept these terms and conditions by checking the box "I have read and accepted the terms and conditions".

A summary of this information will be sent to the email address provided by the Customer.

#### **Article 8.2: Confidentiality and liability**

The Customer is solely liable for any consequences arising from data entry errors when creating his or her account.

The username, password and Customer number are strictly personal. The Customer agrees not to disclose them to or to allow them to be used by any third party to place an order.

Any instances where the password or Customer number are lost or forgotten should be reported to BSA as soon as possible by sending an email to [serviceclient@glazedshop.com](mailto:serviceclient@glazedshop.com) or a registered letter with request for acknowledgement of receipt to the following address: 49, rue de Lourmel, 75015 Paris, France. The Customer shall be solely liable for any consequences arising from the use of his or her account by himself or herself or a third party.

Breach of these non-disclosure or non-reporting provisions shall lead to the immediate and automatic closure of the Customer's account, without any right to compensation and, where applicable, the obligation to indemnify BSA for any loss or damage suffered.

### **Article 8.3: Disabling the account**

The Customer has the option to disable his or her account.

To do so, he or she should send a request to BSA through the Site [www.glazedshop.com](http://www.glazedshop.com) or by registered letter with request for acknowledgement of receipt to the following address: 49, rue de Lourmel, 75015 Paris, France.

## **Article 9: Orders**

### **Article 9.1: Placing an order**

On the Site [www.glazedshop.com](http://www.glazedshop.com), BSA publishes a catalogue containing the products offered for sale, providing a detailed description.

The Customer uses this online catalogue to choose the product he or she wishes to purchase.

The Customer places an order online by following the instructions provided on the Site [www.glazedshop.com](http://www.glazedshop.com). The order can only be accepted if the Customer is clearly identified by entering his or her username and password.

The Customer then chooses the delivery address.

When ordering a product, the Customer must also input his or her bank details (card number and security code) as well as the card's expiry date in the case of payment by card.

To pay by PayPal, the Customer enters his or her PayPal account ID and proceeds to checkout.

### **Article 9.2: Validation of the order**

The order is finally validated by the Customer when he or she clicks on the icon "validate my order."

The final validation of the order with this click constitutes authorisation for the account to be debited, proof of the entire order in accordance with the French Law of 13 March 2000, and makes payment binding for the sums due under the order.

This validation by clicking is, under the provisions of the French Civil Code, equivalent to an electronic signature which holds the same value as a written signature.

It comprises explicit acceptance of all the contents of the site, the price and the description of the products offered for sale.

In the event of fraudulent use of his or her bank card, the Customer is required, upon discovering such use, to contact BSA customer services by sending a registered letter with request for acknowledgement of receipt to the following address: 49, rue de Lourmel, 75015 Paris, France.

### **Article 9.3: Order confirmation**

BSA confirms the order by sending an email to the Customer.

This confirmation is provided within a maximum of 48 hours, the time required to ensure payment authorisation by financial institutions and to carry out control checks. These checks are intended to ensure the security of transactions and are carried out by the Company Paybox in the case of a card payment.

This email contains a summary of the contract, including the order number, the sale price, the terms of delivery of the products and their description.

BSA reserves the right to delay an order confirmation pending receipt, by email or post, of various supporting documents including proof of identity and address. It will inform the Customer of this by email prior to the confirmation email.

BSA also reserves the right to refuse to confirm an order in the event of non-authorisation of payment or non-guarantee of payment by the financial institutions, an incomplete order, non-payment of a previous order or any other past dispute between BSA and its Customer. It shall inform the Customer of this via email.

In principle, only those products listed as "available" can be ordered. If, despite the efforts of BSA, an unavailable product is ordered, BSA will immediately inform the Customer and propose an alternative product.

If the Customer refuses, in accordance with Article L. 121-30-3 of the French Consumer Code, the amount deducted from his or her account will be refunded within a maximum of 30 days from the date of payment of that amount.

### **Article 9.4: Proof of order**

The records, stored in the data systems of BSA under appropriate security conditions, shall be deemed to be proof of communications and payments entered into between the parties.

It is expressly agreed, in the absence of manifest error on the part of BSA, that the data stored in the information system of BSA is decisive in relation to orders placed by the Customer. Data in computer or electronic format is valid as evidence and, as such, is admissible under the same conditions and with the same probative force as any created, received or stored written document.

The archiving of purchase orders and invoices is carried out using a reliable system so as to provide faithful and permanent copies in compliance with Article 1348 of the French Civil Code.

## **Article 10: Date of formation of contract**

A contract of sale shall be deemed formed at the dispatch date of the email order confirmation to the Customer by BSA.

If BSA should require the Customer to provide various supporting documents, the contract shall be deemed concluded only upon receipt thereof. If these documents are not received within 72 hours, the order shall be deemed waived and the Customer should place a new order online if he or she wishes to purchase a product.

## **Article 11: Right of cancellation**

Pursuant to Article L.121-6 of the French Consumer Code, the Customer has a right of cancellation for a period of seven working days from the date of receipt of the product.

Where the seven-day period expires on a Saturday, Sunday, public holiday or non-working day, it shall be extended until the following working day.

To exercise his or her right of withdrawal, the Customer should contact customer services by logging into the Site [www.glazedshop.com](http://www.glazedshop.com) and by sending a registered letter with request for acknowledgement of receipt to the following address: 49, rue de Lourmel, 75015 Paris, France.

Where the right of cancellation is exercised, and in accordance with the provisions of Article L.121-20-1 of the French Consumer Code, BSA will reimburse the sums debited to the Customer's bank account within a maximum of thirty days from the date that this right is exercised.

The Customer must return the purchased product within thirty days from the date that this right is exercised. He or she agrees to return the product at his or her own expense and to accept responsibility for its return.

## SECTION 3 - PERFORMANCE OF THE CONTRACT OF SALE

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### **Article 12: Delivery of products**

#### **Article 12.1: Delivery**

BSA shall arrange for the delivery of products sold on the Site [www.glazedshop.com](http://www.glazedshop.com) by a service of its choice.

Deliveries are made between Monday and Saturday inclusive.

Delivery costs are payable by the Customer and are added to the purchase price when confirming the order.

The Customer can choose delivery either at his or her home or at another address, provided this is within the territory of metropolitan France. The Customer shall indicate his or her chosen delivery address when ordering.

#### **Article 12.2: Receipt of goods purchased**

The Customer shall take personal delivery of the purchased product.

If the Customer is absent at the date and time of delivery, the Customer agrees, within the specified time limit, to collect the package from the postal service or the delivery service's depot at the address indicated on the notice of non-delivery.

Receipt of the order shall be confirmed by the Customer's handwritten and dated signature on the delivery note or receipt provided by the postal or delivery service.

The products offered for sale may be new or used. The customer shall be provided with a description of the product at the time of the order confirmation and a document attesting to the condition of the product on the delivery date.

If the product sold differs from that described within said document, the Customer should refuse to sign the delivery note or receipt, record the refusal in these documents, refuse the delivery of the product and contact BSA pursuant to the requirements of Article 11 of these terms and conditions.

#### **Article 12.3: Order tracking**

The Customer is able to track any current orders with a number that will be sent by email when the goods are dispatched.

If delivery is through Colissimo services, the Customer can track his or her order by clicking on the link sent in the email confirming the dispatch of the goods.

## **Article 12.4: Liability**

BSA cannot be held liable for delays in the delivery of products due to its suppliers or force majeure, as defined in Article 18 of these terms and conditions.

## **Article 13: Prices**

### **Article 13.1: Itemised pricing**

Sale prices are listed on the Site [www.glazedshop.com](http://www.glazedshop.com) and are indicated to the Customer when ordering.

Prices are indicated in Euros inclusive of all taxes. They take the French VAT applicable on the date of the order into account.

These prices do not include the additional delivery charges, which will be indicated before final validation of the order.

Sale prices do not include costs linked with using the Site [www.glazedshop.com](http://www.glazedshop.com).

### **Article 13.2: Price amendments**

Any change in the rate of VAT will be reflected in the prices of products.

A price cannot be amended once the Customer's order has been placed.

Similarly, if any tax or charge is introduced or modified, whether increased or decreased, this amendment will be reflected in the sale price of products on BSA's Site and in the sales documentation.

### **Article 13.3: Payment**

The sale price and delivery charges must be paid in full by bank card (Debit card, Visa, Eurocard, Mastercard or a card using the Controlled Payment Numbers<sup>TM</sup> system) or Paypal on the date of confirmation of the order.

The bank card must be issued by a bank established in France. The payment is made by connection to a secure bank server (SBS) to which the Customer will be directed at checkout.

The Customer warrants to BSA that he or she is the holder of the card used and that it has not been obtained fraudulently.

## **Article 14: Warranties**

The Customer acknowledges that the products sold may differ from visual descriptions on the Site [www.glazedshop.com](http://www.glazedshop.com). In all cases, a product offered for sale will be described in a descriptive statement delivered to the Customer upon confirmation of the order as well as upon receipt of the product.

The contractual conformity to the description of a product sold shall be on the basis of the aforesaid document.

If, upon delivery of the product, it does not conform to its description, the Customer should refuse to sign the delivery note or receipt and contact BSA Customer Services by email through the Site [www.glazedshop.com](http://www.glazedshop.com) and send, within 24 hours of delivery, a registered letter with request for acknowledgement of receipt to the following address: 49, rue de Lourmel, 75015 Paris, France.

If a product does not conform, BSA undertakes to offer the Customer a replacement product, subject to availability, or to refund the Customer within 30 days.

This contractual warranty shall not exonerate BSA with regards to the statutory warranties to which it is bound under Articles L.211-4 et seq of the French Consumer Code and sections 1641 to 1649 of the French Civil Code.

## PART 4 - MISCELLANEOUS PROVISIONS

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### **Article 15: Confidentiality and Security**

BSA agrees to implement all necessary means to ensure the confidentiality and security of data transmitted over the web, especially bank details.

In this regard, the Site [www.glazedshop.com](http://www.glazedshop.com) uses a type SSL (Secure Socket Layer) secure payment method which encrypts information to protect all data related to personal information and payments.

Banking information entered by the Customer when the order is placed is not stored on the BSA servers.

Data relating to the Customer's orders is subject to automated processing, for which Paybox is responsible. The objective of this processing is to ensure the security of transactions and to counter card fraud.

If an invoice is unpaid due to the fraudulent use of a bank card, this will be logged in connection with the associated order in a payment incident file maintained by Paybox. A suspect statement or other anomaly may also be flagged for specific treatment.

### **Article 16: Privacy - Right of access and modification**

BSA reserves the right to collect data on its Customers, notably by using cookies. It processes the information provided during registration on the Site [www.glazedshop.com](http://www.glazedshop.com).

By using the Site [www.glazedshop.com](http://www.glazedshop.com), the Customer consents to the use of his or her personal data.

BSA may transmit personal data to any administrative or judicial body or authority, at its request.

BSA may also transmit the identity and contact details of its Customers to a trading partner. BSA can not be held liable for the use by third parties of data thus transmitted. However, the Customer may expressly object to the disclosure of these details. To do so, it is sufficient to inform BSA by email at [serviceclient@glazedshop.com](mailto:serviceclient@glazedshop.com) or by post to 49, rue de Lourmel, 75015 Paris, France.

The Customer is informed that the computerised processing of information has been registered with the *Commission Nationale Informatique et Libertés* (CNIL) (French Data Protection Authority).

In accordance with the *Law Informatique at Liberté* (French Data Protection Act) of 6 January 1978, at the date of these terms and conditions, the Customer has a right of access, dispute and correction in regard to data concerning him or her, by contacting BSA directly via the Internet or by writing to BSA at the following address: 49, rue de Lourmel, 75015 Paris, France, or to Paybox, if regarding bank details.

## **Article 17: Responsibilities**

BSA has a duty of care with regards to all steps taken in dealing with an order as well as those steps taken after a contract is entered into.

In no circumstances shall BSA be held liable if the breach of contract is the fault of a third party or force majeure, as defined in Article 18.

Similarly, BSA shall not be held liable for any inconvenience, loss or damage arising from Internet use, including a disruption of service, external slowdown, external intrusion, the fraudulent misuse by third parties of any information provided to the Site [www.glazedshop.com](http://www.glazedshop.com) or the presence of computer viruses.

## **Article 18: Force majeure**

Neither party shall be held liable if the contract is delayed or prevented due to force majeure or unforeseen events, due either to the acts of the other party or a third party, or external causes such as labour disputes, strikes, intervention by the civil or military authorities, natural disasters, fire, water damage, or interruption of the telecommunications network or the electrical supply.

## **Article 19: Complains and requests for information**

Any complaint or request for information may be addressed to BSA Customer Services, either by e-mail to [serviceclient@glazedshop.com](mailto:serviceclient@glazedshop.com) or by registered post with request for acknowledgement of receipt addressed to: 49, rue de Lourmel, 75015 Paris, France.

## **Article 20: Intellectual Property**

All components of the Site [www.glazedshop.com](http://www.glazedshop.com) operated by BSA, whether visual or audio, including the underlying technology, are protected by copyright, trademarks or patents.

Legal action will be taken in the event of any deterioration, reproduction, imitation, affixing, deletion, downloading, copying, modification or use, wholly or in part, of the components of the Site [www.glazedshop.com](http://www.glazedshop.com).

Any Customer who personally owns a website and who wishes to place a direct link to the BSA site on that site, for his or her personal use, must request the prior written authorisation of BSA.

Any unauthorised link must be removed at the request of BSA.

The pictures and images of the products offered for sale on the Site [www.glazedshop.com](http://www.glazedshop.com) have no contractual value. Only the description of a product has a contractual value.

## **Article 21: Applicable Law and Jurisdiction**

These terms and conditions are subject to French law.

In any dispute, the court of competent jurisdiction shall be the place of residence of the defendant or, if he or she chooses, the delivery address of the product.