

Terms and conditions of sale

These terms of sale are concluded on the one hand by the company Diane Shiatsu whose registered office is 10 rue du Cdt Pilot 92200 Neuilly sur Seine, registered in the Nanterre Trade and Companies Register under number 788 509 255 hereinafter called Diane Shiatsu and on the other hand, by any natural or legal person wishing to make a purchase via Diane Shiatsu's website hereinafter called "the buyer".

Object

These conditions of sale are intended to define the contractual relationship between Diane Shiatsu and the buyer and the conditions applicable to any purchase made through the Diane Shiatsu merchant site, whether the buyer is a professional or a consumer.

The acquisition of a good or service through this site implies unreserved acceptance by the buyer of these conditions of sale.

These conditions of sale shall prevail over any other general or special conditions not expressly approved by Diane Shiatsu. Diane Shiatsu reserves the right to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force at the date of the order by the buyer.

Characteristics of the goods and services offered

The products and services offered are those listed in the catalogue published on Diane Shiatsu's website. These products and services are offered within the limits of available stocks.

Each product is accompanied by a description established by the supplier.

The photographs in the catalogue are as faithful as possible but cannot ensure perfect similarity with the product offered, particularly with regard to colours.

Rates

The prices appearing in the catalogue are prices including all taxes in euro. Diane Shiatsu reserves the right to modify its prices at any time, it being understood that the price appearing in the catalogue on the day of the order will be the only one applicable to the buyer.

The indicated prices do not include transport and delivery costs.

Geographical area

The online sale of products and services presented in the site is reserved for buyers who reside in France and for deliveries required in this geographical area.

Orders

The buyer, who wishes to buy a product or a service must:

fill in the identification form on which he will indicate all the details requested.

make payment in accordance with the conditions laid down;

confirm the order and payment. The confirmation of the order implies acceptance of the present conditions of sale, the recognition to have perfect knowledge of them and the renunciation to take advantage of its own conditions of purchase or other conditions.

All the data provided and the recorded confirmation will be worth proof of the transaction.

The confirmation will be worth signature and acceptance of the operations carried out. The seller will communicate by e-mail confirmation of the recorded order.

Right of withdrawal

You have the right to withdraw from this contract without giving any reason within fourteen days after receipt of your order.

The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier and designated by you, physically takes possession of the last lot or part.

To exercise the right of withdrawal, you must notify us by letter sent by post to the following address: Diane Shiatsu 10 rue du Cdt Pilot 92200 Neuilly sur Seine, or by e-mail to the following address: diane-shiatsu@orange.fr

Your decision to withdraw from this contract must be made by means of an unambiguous statement (for example, letter sent by post, or e-mail).

For the withdrawal period to be respected, it is sufficient for you to transmit your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

Withdrawal effects

If you withdraw from this Agreement, we will refund all payments received from you, including delivery charges without undue delay, and in any event no later than fourteen days from the date we are notified of your decision to withdraw

from this Agreement. We will make the refund using the same method of payment as you used for the original transaction, unless you expressly agree to a different method; in any event, this refund will not result in any charge to you, we may defer the refund until we have received the property or until you have provided proof of shipment of the property, whichever comes first.

You must return the property to us at the following address: Diane Shiatsu 10 rue du Cdt Pilot 92200 Neuilly sur Seine, without undue delay and, in any case, no later than fourteen days after you have informed us of your decision to withdraw from this contract. This period is deemed to be respected if you return the property before the expiry of the fourteen-day period.

You will be responsible for the direct costs of returning the property.

Methods of payment

The price is due with the order.

Payments will be made by credit card; they will be made through the secure system PAYPAL or through the secure system Stripe, which use the SSL protocol (Secure Socket Layer) so that the information transmitted is encrypted by software and that no third party can become aware during transport on the network.

At the buyer's request, an invoice will be sent on paper.

Deliveries

Deliveries are made to the address indicated in the order form which can only be within the agreed geographical area.

The risks are borne by the purchaser from the moment the products have left Diane Shiatsu's premises. In case of damage during transport, the justified protest must be made to the carrier within three days of delivery. Delivery times are only given as an indication; if they exceed thirty days from the order, the sales contract may be terminated and the buyer reimbursed.

Warranty

The action based on Article L211-4 of the Consumer Code, concerning the guarantee of conformity, is time-barred after two years.

The seller is obliged to deliver a good in conformity with the contract and is liable for any lack of conformity existing at the time of delivery.

He shall also be liable for defects in conformity resulting from packaging, assembly instructions or installation where the latter has been placed at his expense by the contract or has been carried out under his responsibility.

All products supplied by the seller benefit from the legal guarantee provided by articles 1641 and following of the Civil Code.

In case of non-compliance of a product sold, it may be returned to the seller who will take it back, exchange or refund.

All claims, requests for exchange or refund must be made by post to the following address: Diane Shiatsu 10 rue du Cdt Pilot 92200 Neuilly sur Seine, within two years from the discovery of the defect.

In accordance with article 1648 of the Civil Code, "The action resulting from redhibitory defects must be brought by the purchaser within a period of two years from the discovery of the defect.

In the case provided for in article 1642-1, the action must be brought, under penalty of foreclosure, in the year following the date on which the seller may be relieved of apparent defects or lack of conformity.

Responsibility

The seller, in the process of selling online, is bound only by an obligation of means; his liability can not be incurred for damage resulting from the use of the Internet network such as loss of data, intrusion, viruses, disruption of service, or other unintended problems.

Intellectual Property

All elements of the Diane Shiatsu website are and remain the intellectual and exclusive property of Diane Shiatsu.

No one is authorized to reproduce, exploit, rebroadcast, or use for any purpose whatsoever, even partially, elements of the site whether they are software, visual or sound. Any simple or hypertext link is strictly prohibited without the express written consent of Diane Shiatsu.

Personal data

In accordance with the law relating to data processing, files and freedoms of 6 January 1978, information of a personal nature relating to buyers may be subject to automated processing. All claims, requests for exchange or refund must be made by post to the following address: Diane Shiatsu 10 rue du Cdt Pilot 92200 Neuilly sur Seine within thirty days of delivery.

Archiving - Evidence

Diane Shiatsu will archive purchase orders and invoices on a reliable and durable medium constituting a true copy in accordance with the provisions of Article 1348 of the Civil Code.

Diane Shiatsu's computerized records will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

Dispute resolution

The present conditions of online sale are subject to French law. In the event of litigation, jurisdiction is attributed to the competent courts of Nanterre, notwithstanding plurality of defendants or call in guarantee.