

# C&TS

## BASE TEXTIL S.L.

The present conditions of sale are concluded, on the one hand, by the company BASE TEXTIL S.L. whose registered office is located in Particular del Club s/n BILBAO 48-BIZKAIA Spain, registered in the Trade and Companies Register of LIEU under the number B48908735 hereinafter referred to as "Base textil", and, on the other hand, by any individual or legal entity wishing to proceed with a purchase via the mom.maison-objet.com website, hereinafter referred to as "the buyer".

### **Article 1. Purpose**

The present terms of sale aim to define the contractual relationship between BASE TEXTIL S.L. and the buyer and the conditions applicable to any purchase made through the mom.maison-objet.com website. The acquisition of a product through the present site implies an unreserved acceptance by the buyer of the present conditions of sale, which the buyer acknowledges having read prior to his order.

The company BASE TEXTIL S.L. reserves the right to modify these conditions of sale at any time, in order to comply with any new regulations or in order to improve the use of its site. Therefore, the applicable conditions will be those in force at the date of the order by the buyer.

### **Article 2. Products**

The products offered are those listed on the mom.maison-objet.com website of the company BASE TEXTIL S.L. within the limits of available stocks. The BASE TEXTIL S.L. reserves the right to modify the range of products at any time. Each product is presented on the website in the form of a description of its main technical characteristics (capacity, use, composition, etc.). The photographs are as accurate as possible but are not binding on the Seller. The sale of products presented on the mom.maison-objet.com website is intended for all buyers residing in countries that fully authorize the entry into their territory of these products.

### **Article 3. Prices**

The amount of the professional prices appearing on the product sheets of the internet catalogue are prices in Euros (€) excluding taxes (HT). VAT will be added at the time of the order. Any change in the VAT rate may be reflected in the price of the products. The company BASE TEXTIL S.L. reserves the right to modify its prices at any time, it being understood however that the price appearing in the catalogue on the day of the order will be the only one applicable

to the buyer. The prices indicated do not include the delivery costs, invoiced in addition to the price of the products purchased according to the total amount of the order.

#### **Article 4. Order and payment terms**

Before ordering, the buyer must create an account on the mom.maison-objet.com website. The account creation section is accessible directly from the side menu bar. At each visit, the buyer, if he wishes to order or consult his account (status of orders, profile...), will have to identify himself using this information. The company BASE TEXTIL S.L. offers the buyer to order and pay for its products in several stages, with 3 payment options to choose from:

- **By VISA or MASTERCARD:** In case of payment by credit card, the debit is made on the date of your order. In the case of a refused transaction, we invite the customer to contact his bank, SAFI cannot be held responsible. For the payment by credit card, we have chosen the total security by proposing the 3D secure system. This protects you from frauds, since we make sure, during each online payment, that the card is used by its real holder. After selecting your card type and entering your bank details, you will be redirected to your bank, which will ask you to authenticate yourself with a code provided by the bank. Even if the code is most often sent by SMS, the authentication methods differ from bank to bank. For more information, we invite you to contact your bank directly. Only our bank has knowledge of your card number; this is why you will have to enter your number each time you make a purchase. The link is totally secure, so there is no risk, your transaction is perfectly safe.
- **Payment by SEPA:** The buyer selects the products he/she wishes to order in the "basket", modifies if necessary (quantities, references...), checks the delivery address or enters a new one. Then, the shipping costs are calculated and submitted to the buyer, as well as the name of the carrier. Then, the buyer chooses the payment method of his choice: "Payment by bank transfer". Finally, the last step offers the buyer to check all the information, to read and accept the present general terms and conditions of sale by ticking the corresponding box, and then invites the buyer to validate the order by clicking on the "Confirm my order" button. This last click constitutes the final conclusion of the contract. As soon as the order is validated, the buyer receives an order form confirming the registration of the order. In order to finalize the payment and to start the processing of the order, the buyer must contact his bank in order to transfer the amount of his order to SAFI's bank account, the details of which are communicated to the buyer. As soon as the transfer is received, the order will be processed and the buyer will be informed by e-mail. The company BASE TEXTIL S.L. will send the products at the earliest 2 working days after reception of the transfer corresponding to the order, subject to provisions.
- **HOKODO:** In case of payment by Hokodo, the amount of the Order will be paid by HOKODO as soon as the Products are ordered on the Platform. The Customer will then receive an invoice within 30 days to pay the amount of the Order.

Confirmation of an order implies acceptance of these terms and conditions of sale, acknowledgement of having full knowledge of them and waiver of the Customer's right to invoke its own terms and conditions of purchase. All the data provided and the recorded confirmation shall be considered proof of the transaction. If the buyer has an e-mail address and if he has provided it on his order form, the company Maison & Objet will send him by e-mail confirmation of the registration of his order.

In the event that, for any reason whatsoever, opposition, refusal or other, the transmission of the flow of money due by the Customer proves impossible, the Order and the sale will be cancelled.

If the purchaser wishes to contact the company BASE TEXTIL S.L.) he/she may do so either by post at the following address: Base textil s.l. Particular del Club s/n BILBAO 48-BIZKAIA Spain ; or by email at the following [administracion@basetextil.es](mailto:administracion@basetextil.es), or by telephone at +34 944.792.900

#### **Article 5. Reservation of ownership**

The company Maison & Objet retains full ownership of the products sold until full payment of the price, in principal, costs and taxes included.

#### **Article 6. Delivery**

Deliveries are made to the address indicated on the order form which can only be in the agreed geographical area. Shipments are made by MRW, delivery service with tracking, delivery without signature. The 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. The company maison & objet will be able to provide the buyer with the tracking number of his parcel via a shipping email. The buyer is delivered to his home by his factor. In case of absence of the buyer, he will receive a notice of passage of the carrier, which allows him to withdraw the products ordered at one of the relay offices of the nearest partner, during a period indicated by the partner. The risks associated with transport are borne by the purchaser from the moment the articles leave the premises of the company BASETEXTIL S.L. .The buyer is obliged to check the condition of the packaging of the goods and their contents on delivery in the presence of the delivery person. In case of damage during transport, any protest must be made to the carrier within three days of delivery.

#### **Article 7. Guarantee**

All products supplied by the company BASETEXTIL S.L. benefit from the legal guarantee provided by articles 1641 and following of the Civil Code. In the event of nonconformity of a sold product, it could be turned over to the company with transportation cost by the buyer to BASETEXTIL S.L. which will take it again, will exchange it or will refund it. All claims, requests for exchange or reimbursement must be made by digital means by contacting the company Base textil s.l. Particular del Club s/n BILBAO 48-BIZKAIA Spain, within 24 hours of delivery.

#### **Article 8. Responsibility**

The company Maison & object in the process of distance selling, is bound only by an obligation of means. Its responsibility cannot be engaged for a damage resulting from the use of the Internet network such as loss of data, intrusion, virus, rupture of service, or other involuntary problems.

#### **Article 9. Intellectual property**

All elements of the mom.maison-objet.com website are and remain the exclusive intellectual property of the company Maison & Objet. No one is authorized to reproduce, exploit, or use for any purpose whatsoever, even partially, elements of the site whether they are in the form of photo, logo, visual or text.

#### **Article 10. Personal data**

The company Maison & Objet undertakes to preserve the confidentiality of information provided by the buyer, which he/she would be required to transmit for the use of certain services. Any information concerning him is subject to the provisions of Law No. 78-17 of 6 January 1978. As such, the Internet user has the right to access, modify and delete information concerning him/her. They may request this at any time by mail to the following address: exercervosdroits@safisalons.fr

#### **Article 11. Settlement of disputes**

The present conditions of distance selling are subject to French law. For all disputes or litigation, the competent court will be that of the French territory.