

Terms & Conditions

These Terms & Conditions of Sale (“Terms”) govern all purchases made on the website www.groovaly.com (“the Website”).

By placing an order on the Website, the customer acknowledges having read and accepted these Terms without reservation.

1. Company Information

Sales are carried out by:

Groovaly

Simplified joint-stock company (SASU) with share capital of €1,000

Registered office: 21 rue des Épinettes, 75017 Paris, France

Registered with the Paris Trade and Companies Register under number 990 952 640

VAT number: FR89990952640

Email: contact@groovaly.com

Groovaly designs and sells furniture and modular compositions for vinyl record collections.

2. Scope of Application

These Terms apply to all purchases made on the Website, whether by consumers or professionals.

When the customer qualifies as a consumer within the meaning of the French Consumer Code, the consumer protection rules provided by applicable law apply.

When the customer qualifies as a professional acting for professional purposes, certain consumer protection rights may not apply, in accordance with applicable laws.

Any resale, rental or commercial exploitation of the products without Groovaly’s prior written consent is prohibited.

3. Products

Groovaly designs and sells furniture, modules and modular compositions for vinyl record collections.

The Website may include, in particular:

- [Groovaly Classic](#) products, delivered flat-packed and assembled by the customer;
- [Groovaly Golden Age](#) pieces, delivered as carefully protected, fully assembled elements, with certain components such as the Bloom fan system assembled at home where applicable;
- selected ready-made compositions;
- custom or adapted compositions created through Groovaly’s builders, quotation forms or individual exchanges.

Products are described and presented on the Website with the greatest possible accuracy.

However, due to the nature of the materials used, small-batch manufacturing processes, screen display variations, product photography, image processing and the handcrafted or semi-industrial nature of certain elements, minor differences in colour tones, finishes, textures, grain, proportions or dimensions may occur.

Such variations are inherent to the products and shall not be considered defects, nor grounds for cancellation, replacement or refund, provided they do not affect the normal use, safety or conformity of the product.

Product images, lifestyle visuals, renders and configuration previews are provided for illustrative purposes. Actual appearance may vary depending on lighting, screen settings, production batches, materials and assembly conditions.

4. Collections, Materials and Finish

The **Classic Collection** is Groovaly's graphic collection. It is made from melamine-faced panels, delivered flat-packed and designed for home assembly.

The **Golden Age Collection** is Groovaly's more sculptural collection. Golden Age pieces are crafted from White Pearl [Valchromat](#) with a protective matte finish and delivered fully assembled in selected European countries, unless otherwise stated on the relevant product page.

Valchromat is a wood-fibre material coloured throughout. Minor variations in tone, texture, fibre appearance or surface finish may occur and are part of the character of the material.

5. Prices, Taxes and Import Duties

All prices are expressed in euros (€).

For orders delivered within the European Union, prices include VAT where applicable.

For orders delivered outside the European Union, prices may be displayed or charged without VAT depending on the checkout configuration, destination and applicable tax rules.

Shipping costs are not included in the product price unless expressly stated otherwise. Shipping costs are calculated at checkout or quoted separately, depending on the product, destination and delivery method.

For orders delivered outside the European Union, import duties, customs fees, local taxes, brokerage fees or other charges may be payable by the customer upon delivery or importation. These charges are not controlled by Groovaly and remain the customer's responsibility.

Groovaly reserves the right to modify its prices at any time. However, products will be invoiced based on the prices in force at the time the order is confirmed.

6. Orders

Placing an order on the Website implies full acceptance of these Terms.

Orders become binding only after payment confirmation and order confirmation by email.

Groovaly reserves the right to refuse, suspend or cancel any order in the event of:

- payment refusal or payment incident;

- suspected fraud;
- stock unavailability;
- production impossibility;
- shipping impossibility to the requested destination;
- abnormal, abusive or bad-faith order patterns;
- manifest error in price, product description or configuration;
- order that does not comply with the usage, safety, assembly or installation instructions provided on the Website.

Groovaly may refuse or cancel any order that would result in an unsafe or non-compliant configuration.

For example, a [Bloom](#) module must not be used on its own. If a customer attempts to purchase or create a configuration that does not comply with Bloom's stability requirements or other product safety rules, Groovaly may refuse or cancel the order.

Where payment has already been made and the order is cancelled by Groovaly, the customer will be refunded for the cancelled products, unless otherwise permitted by applicable law.

7. Payment

Payments are processed securely via third-party payment providers such as Stripe, PayPal or credit/debit card providers.

Groovaly does not store or have access to customers' full payment card details.

The order will only be processed after payment has been authorised and confirmed.

For custom or quoted orders, payment terms may be specified directly in the quote, invoice, payment link or email exchange.

8. Delivery

Products are delivered to the delivery address provided by the customer at the time of placing the order.

The customer is responsible for providing accurate, complete and accessible delivery information, including name, address, phone number, email address, access conditions and any relevant delivery instructions.

Delivery methods, costs, eligible countries and estimated delivery times vary depending on the product collection, destination, stock availability, production batch and logistics constraints.

The list of countries currently served for the **Golden Age Collection** is available on the [Delivery & Shipping page](#) and on the relevant product pages. Golden Age delivery is currently limited to selected European countries and may be updated over time depending on logistics, insurance coverage and service availability.

As a general indication:

- **Classic Collection** products may be delivered within approximately 4–16 weeks, depending on destination and stock availability;
- **Golden Age Collection** pieces may be delivered within approximately 4–12 weeks, depending on destination and availability.

These delivery times are indicative only.

Groovaly shall not be held liable for delays resulting from circumstances beyond its reasonable control, including but not limited to manufacturing delays, supply chain disruptions, transport issues, customs procedures, weather events, strikes, force majeure events or delivery appointment issues.

Customers will be informed as soon as reasonably possible of any significant delay affecting their order.

Delivery service may vary by region and may include curbside delivery, ground-floor delivery, delivery by appointment, inside-home delivery or other delivery conditions depending on the destination and carrier.

Unless expressly stated otherwise, delivery does not include unpacking, assembly, wall fixing, installation, removal of packaging or moving products to upper floors.

The customer must check the condition of the packaging and products upon delivery. Any visible damage, missing parcel or delivery issue should be noted on the carrier's delivery document where possible and reported to Groovaly promptly with photographs.

9. Assembly, Installation and Use

The customer is responsible for assembling, installing and using the products in accordance with the instructions provided by Groovaly.

Classic Collection products are delivered flat-packed and require home assembly.

Golden Age Collection pieces are delivered as fully assembled elements, except for certain components that may require customer installation or assembly, such as the Bloom fan system, removable feet or handles where applicable.

The customer must ensure that the products are installed on a flat, stable and suitable surface.

For safety reasons, certain compositions require or recommend wall fixing:

- for 2-row compositions, wall fixing is recommended;
- for 3-row compositions and above, wall fixing is strongly recommended;
- for tall, narrow or vertical compositions expressly identified as requiring wall fixing, the composition must be secured to the wall after assembly.

The wall-fixing method is explained in the assembly instructions.

Wall brackets, screws and plugs are not supplied unless expressly stated otherwise, as the appropriate fixing hardware depends on the wall type and installation conditions.

The customer is responsible for selecting suitable wall-fixing hardware and, where necessary, seeking professional advice or installation assistance.

Groovaly shall not be held liable for damage, injury, deterioration or malfunction resulting from:

- incorrect or improper assembly;
- failure to follow assembly, wall-fixing, installation or use instructions;
- use of unsuitable wall-fixing hardware;
- failure to secure a product or composition to the wall where required or recommended;
- abnormal, excessive or inappropriate use;
- modification or alteration of the product;
- use of the product for purposes other than those described on the Website or in the instructions;
- placing unsuitable, overweight, oversized or poorly ventilated equipment inside or on the products.

Damage resulting from such circumstances is excluded from warranty coverage, to the extent permitted by applicable law.

10. Product Compatibility and Equipment

Certain Groovaly products may be designed to host compact hi-fi equipment, turntables, books, bottles, objects or accessories.

The customer is responsible for checking the dimensions, weight, ventilation requirements and suitability of any equipment or object placed inside or on a Groovaly product.

When placing hi-fi equipment inside an open compartment, the customer must leave sufficient space for proper ventilation and follow the equipment manufacturer's instructions.

Groovaly shall not be liable for damage to third-party equipment, records, accessories or personal items placed in or on Groovaly products, except where such liability cannot be excluded under applicable law.

11. Right of Withdrawal

In accordance with applicable consumer protection rules, consumer customers generally have a period of fourteen (14) days from receipt of the products to exercise their right of withdrawal without giving any reason.

To exercise this right, the customer must notify Groovaly by email at:

contact@groovaly.com

The customer may use the withdrawal form provided on the Website where available, or any other clear statement expressing the decision to withdraw.

Products must be returned:

- unused;
- unassembled where applicable;
- in perfect resale condition;

- complete;
- with all accessories, components and instructions;
- in their original packaging or equivalent protective packaging suitable for return transport.

Products showing signs of use, assembly, damage, missing parts, incomplete return or inadequate packaging may be subject to a reduction in refund, in accordance with applicable law.

Return shipping costs are borne by the customer, unless otherwise required by applicable law.

Due to the size and weight of the products, return costs may be significant.

Refunds will be issued using the original payment method within the legal timeframe, subject to receipt of the returned products or proof of shipment where applicable.

12. Custom, Adapted or Personalised Products

Certain products or compositions may be created, adapted or quoted specifically according to the customer's request, space, configuration, selected modules, dimensions, finishes or other specifications.

Where a product is clearly made to the customer's specifications or clearly personalised within the meaning of applicable consumer law, the right of withdrawal may not apply.

Where applicable, this will be indicated before the order is confirmed or in the relevant quote, payment link, invoice or exchange.

This does not affect the customer's legal warranties where applicable.

13. Returns

Before returning any product, the customer must contact Groovaly at:

contact@groovaly.com

Groovaly will provide return instructions where applicable.

The customer is responsible for ensuring that returned products are properly packaged and protected for transport.

The customer remains responsible for the products until they are received by Groovaly or its designated logistics partner.

Groovaly may refuse returns sent without prior notice or returns that do not comply with the return instructions, to the extent permitted by applicable law.

14. Legal Warranties

The customer benefits from the legal warranties provided by applicable law, independently of any commercial warranty.

For consumer customers, this includes in particular:

- the legal guarantee of conformity;

- the guarantee against hidden defects.

The legal guarantee of conformity applies to defects existing at the time of delivery, under the conditions provided by the French Consumer Code.

The guarantee against hidden defects applies under the conditions provided by the French Civil Code, where a hidden defect existed prior to the sale and renders the product unfit for its intended use or significantly reduces such use.

The legal warranties do not cover, to the extent permitted by applicable law:

- normal wear and tear;
- damage resulting from misuse, improper assembly or failure to follow instructions;
- damage resulting from unsuitable installation, wall fixing or handling;
- damage resulting from modification or alteration of the product;
- aesthetic variations inherent to materials, finishes, small-batch manufacturing processes or screen display differences;
- minor variations in colour, tone, texture, grain, finish or dimensions that do not affect the normal use, safety or conformity of the product.

15. Commercial Warranty

Unless expressly stated otherwise on the Website, Groovaly does not provide a separate commercial warranty.

This does not affect the customer's statutory rights under applicable legal warranties.

16. Liability

Groovaly shall not be held liable for indirect damages, loss of use, loss of enjoyment, loss of data, loss of profit, loss of opportunity or financial losses arising from the use of the Website or the products.

Groovaly's liability is strictly limited to the purchase price of the product concerned, except where such limitation is prohibited by applicable law, including in cases of personal injury, fraud or gross negligence.

Nothing in these Terms excludes or limits rights that cannot be excluded or limited under applicable consumer protection laws.

17. Intellectual Property

All product designs, modular compositions, images, videos, texts, graphics, logos, trademarks, product names, configuration previews, furniture concepts and browsing mechanisms available on the Website are protected by intellectual property rights.

Any reproduction, representation, modification, distribution, extraction, adaptation, reuse or exploitation, in whole or in part, without Groovaly's prior written authorisation, is strictly prohibited.

The Bloom drawer features Groovaly's patented browsing mechanism — FR2504530.

18. Customer Service and Dispute Resolution

For any questions, complaints or claims, customers may contact Groovaly at:

contact@groovaly.com

In accordance with the provisions of the French Consumer Code relating to consumer mediation, and after having contacted Groovaly's customer service to seek an amicable resolution, the consumer customer may, in the absence of a satisfactory response, have free recourse to a consumer mediation procedure with:

CM2C – Centre de la Médiation de la Consommation des Conciliateurs de Justice

49 rue de Ponthieu

75008 Paris

France

Telephone: +33 (0)1 89 47 00 14

Website: <https://www.cm2c.net/>

Email: litiges@cm2c.net

The European Online Dispute Resolution platform is also available at:

<https://ec.europa.eu/consumers/odr>

19. Governing Law

These Terms are governed by French law.

In the event of litigation, the competent courts shall be those determined by applicable consumer protection laws, without prejudice to mandatory rights granted to consumers by their country of residence.

20. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Updates to These Terms

Groovaly may update these Terms from time to time to reflect changes in its products, services, legal obligations, Website features or commercial practices.

The applicable Terms are those in force at the time the order is confirmed.