

## **GENERAL CONDITIONS OF SALE AND USE OF THE WEBSITE LES SAVEURS DU BIO**

### **1. Presentation of our service**

**And**

**The company LES SAVEURS DU BIO**, registered with the RCS of Salon de Provence under number 899 172 811 00015 R.C.S. Salon de Provence, whose registered office is located at 79 Boulevard Roy René 13300 Salon de Provence, operates an e-commerce site on which delicatessen products (hereinafter referred to as "the Products") are offered for sale, accessible at the address <https://les-saveurs-bio.com> referred to as "the Site"), intended for private customers (hereinafter referred to as "the Customer").

The placing of an order by the Customer implies irrevocable acceptance of these general terms and conditions, which the Customer acknowledges having read prior to placing the order. LES SAVEURS DU BIO reserves the right to modify these terms and conditions at any time and at its sole discretion. The general terms and conditions in force are those present on the Site at the time the Customer places his/her order.

By accepting the present terms and conditions of sale, the Customer guarantees that he/she is a natural person of legal age and has full legal capacity to place an order for Products on the Site.

LES SAVEURS DU BIO provides a copy of the present contract on a durable support that can be downloaded from the Site before the order is placed, which the Customer accepts. The Customer also accepts to receive all information concerning the order of LES SAVEURS DU BIO Products, the invoice and more generally the execution of the present general conditions by electronic mail. The Customer acknowledges that acceptance of these terms and conditions is made online on the Site and does not require a handwritten signature.

### **2. Definitions**

In these General Terms and Conditions of Sale and Use of the Site (hereinafter referred to as "GTC/UGU"), the terms "You", "Yourself", "User" and "Customer" refer to you, the User of the Site, a consumer as defined in article 4 hereof.

We", "LES SAVEURS DU BIO", refers to the website from which you place your order.

"Our Site" refers to the website <https://les-saveurs-bio.com> and all associated pages, operated by the company LES SAVEURS DU BIO.

"<https://les-saveurs-bio.com>" refers to the online sales space accessible from Our Site.

### **3. Purpose of these terms and conditions**

The purpose of these GTC/GTC is to govern the conditions of use and access applicable to our Service(s) as well as the conditions of use of Our Site.

They are intended to define the contractual relationship between You and LES SAVEURS DU BIO, as well as the general and special conditions applicable to any purchase of products and services (order preparation, etc.) that You may make online on Our Site, via the LES SAVEURS DU BIO Website.

The contract resulting from the actual order concluded between You and LES SAVEURS DU BIO is subject to the regulations applicable to distance selling, as they result from the legislative and regulatory provisions in force in France, as well as the contractual stipulations set out below.

#### **4. Conditions of acceptance of our Services**

By using our Services and our Site, you certify that you are a non-commercial individual of legal age acting for personal and not professional purposes. You are therefore presumed to be acting as a "consumer" within the meaning of French law.

To carry out a transaction, you must be of legal age (i.e. at least 18 years old) and have the legal capacity to enter into a contractual commitment under these GCS/CGU.

Prior to placing any order on our Site, you must have read and accepted without restriction our terms and conditions of sale applicable to your purchase, which include, in order of priority:

- These GCS/CGU;
- The Special Conditions of Sale applied by LES SAVEURS DU BIO and displayed on its Website (such as product prices or the terms and conditions of certain services, in particular delivery).

In the event of conflict or contradiction between them, the CPV shall prevail over the present CGV/CGU.

Our conditions of sale, whether they are the present GTC/GTC or the CPV applied by LES SAVEURS DU BIO, govern the orders placed by You for the duration of their on-line publication.

We reserve the right to modify our conditions of sale at any time without prior notice.

The version of the conditions of sale that will be applicable is the one in force at the time of the actual validation, by You, of your order on our Site. You are therefore invited to read the conditions of sale in force carefully before placing any order.

#### **5. Description of products displayed online**

##### **5.1 Product presentation**

The product offers presented on Our Site via the LES SAVEURS DU BIO Website are valid while stocks last.

Each of the products offered is the subject of a detailed presentation, accessible online by clicking on the designation, icon or photograph of the product concerned.

This information may, however, be modified by the producer, manufacturer or supplier at any time, without prior notice to Us. For this reason, the description of a product given on the LES SAVEURS DU BIO Website is not a substitute for the information given on the packaging of the said product, which alone is authentic.

We therefore invite you to systematically refer to the information appearing on the packaging of the products you have ordered on our Site with regard to all usual precautions, in particular in the event of food intolerance or specific nutritional indications.

We would also like to inform you of the possibility of a difference in presentation resulting from a modification of the packaging (photographs and illustrations) by the manufacturer or supplier, this difference not affecting in any way whatsoever the content and characteristics of the product.

The same applies to information on the weight of products shown on packaging, which may vary (generally by plus or minus 20%) from the actual weight of the product.

In general, if you are looking for information about a product, please contact LES SAVEURS DU BIO Customer Service.

##### **5.2 Alcohol**

Ordinance no. 59-107 of January 7, 1959 and law no. 74-631 of July 5, 1974 prohibit the sale and offer of alcoholic beverages to minors and assimilated persons. Insofar as you certify that you are an adult by using our Service and our Site, the sale of alcoholic beverages to you is authorized. Alcohol abuse is dangerous to your health. Consume in moderation.

## **6. Service access - Customer account**

### **6.1 Creation of a Customer Account**

In order to place an order on our Site, you must first register and create a personal account (hereinafter referred to as a "Customer Account").

To create a Customer Account, log on to the "My Customer Account" section and enter the information requested (such as your surname, first name, e-mail address, telephone number, etc.).

If you do not yet have a Customer Account and wish to purchase a product, you will automatically be asked to register and create a Customer Account before you can place an order.

### **6.2 Customer Account precautions and confidentiality**

If a third party gains access to your Customer Account and its settings, that person will be able to do anything you can do, modify your Customer Account and accept any legal conditions arising therefrom. All such actions will be deemed to have been carried out on your behalf and in your name.

We therefore strongly recommend that you maintain the confidentiality of your login and password, and only allow access to them to persons you trust.

We also recommend that you provide accurate and complete information to which you have exclusive rights when you open your Customer Account, and that you use your own contact details and a valid e-mail address. We may need to use these to identify you and verify that you are the true owner of the Customer Account.

You will also need a valid e-mail address to confirm the creation of your Customer Account.

### **6.3 Using your Customer Account**

Once your Customer Account has been created, you can access it at any time using your login and password.

On your Customer Account, you can access features that allow you to consult :

- your personal information ;
- your current order and its state of preparation and any comments submitted by the LES SAVEURS DU BIO site concerning an order;
- your order history;
- your e-mail communication preferences (newsletter) and modify them if necessary;
- your billing addresses and modify them if necessary.

If you wish to modify any of the personal information stored in your Customer Account, log on to the "My Customer Account" section, click on the "Modify" button and modify the desired information.

If you forget your password, you can click on "Lost password". A link to create a new password will then be automatically sent to the email address you used to create your Customer Account.

If you continue to experience any difficulty accessing your Customer Account, please contact LES SAVEURS DU BIO Customer Service.

You are also informed that in the event of non-payment of the sums due for any order, we reserve

the right to suspend access to your Customer Account automatically and immediately.

#### **6.4 Deleting a customer account**

If you wish to delete your customer account, please contact our LES SAVEURS DU BIO Customer Service on 06-82-30-25-32 or via the contact form.

Please note that we can only delete your customer account if you have no outstanding or pending orders.

#### **7 Payment details and order confirmation**

The following steps apply to payment:

- Prior to payment, you must accept the general terms and conditions of sale by clicking on the "Confirm my order" button and ticking the "Accept the general terms and conditions of sale" tab (which implies acceptance of these GCS/CGU; the CPV applicable to LES SAVEURS DU BIO where applicable, as well as the Personal Data Protection Charter).
- You must then choose your method of payment from those offered on our Site at the time of placing your order, by following the information indicated on the screen (in particular, if using a bank card, if you are redirected to a secure site).
- When you pay for your order, an authorization request will be made to the relevant payment center. Orders can only be processed once the relevant payment centers have given their approval. In the event of refusal by the said centers, your order will not be accepted, and we will inform you of this by means of a message on your screen.
- Once your order and payment have been validated, you will receive an order confirmation including the following information:
  - the order number ;
  - the order summary (number of items ordered with the corresponding amount including VAT).
- The order will then take on the status of "Awaiting preparation" in your Customer Account.

However, we reserve the right not to accept a confirmed order for a legitimate reason, such as an abnormal order. In the event that an order is not accepted, you will be informed by e-mail and your order will not be debited.

#### **8. Tracking your order**

Once your order has been confirmed, you will be able to track the status of your order in your Customer Account, by clicking on the "My orders" link. Several statuses correspond to the different stages: "Awaiting preparation"; "In preparation"; "Prepared", "Withdrawn", "Cancelled".

##### **8.1 Modifying your order**

Orders cannot be modified. If you wish to modify an order, you must cancel it (in accordance with the conditions below) and place a new order.

##### **8.2 Cancelling your order**

Your order can be cancelled until it is ready for dispatch. Once your order has the status "In preparation", it is no longer cancelable. To cancel your order, log in to your Customer Account and click on "cancel" or contact [infos@les-saveurs-bio.com](mailto:infos@les-saveurs-bio.com).

#### **9. Order limitations**

For reasons of stock management, LES SAVEURS DU BIO may, at its discretion, decide to limit the number of orders placed by the same customer for the same product to a certain quantity. In the case of a particularly voluminous order, LES SAVEURS DU BIO may require additional preparation time and will inform you accordingly.

## **10. Unavailable products**

Certain products may be unavailable or may not have been selected by LES SAVEURS DU BIO. Please contact LES SAVEURS DU BIO who will be able to advise you on an equivalent product. If a product is missing because it is not available at the time your order is prepared, no substitute product will be offered. However, you will be notified by telephone, e-mail or at the time of collection. The amount of the missing product will then be deducted from the total invoiced or refunded.

In general, if you have any questions about a product, please contact our LES SAVEURS DU BIO Customer Service Department on +33 6-82-30-25-32.

## **11. Prices and payment terms**

### **11.1 Prices**

The prices actually applicable are those shown on the LES SAVEURS DU BIO Website at the date of the order. The prices indicated on the Internet Site of LES SAVEURS DU BIO are those applied. We reserve the right to modify our prices at any time, without notice, it being understood however that the price indicated on the Website on the day of the order will be the only applicable one.

The prices of our products are shown inclusive of VAT (Value Added Tax) in euros, applicable on the day of the order. Any change in the VAT rate may be reflected in the price of our products and services.

Nevertheless, in the event of a typing, printing or calculation error revealing a price significantly lower than the normal price, the lower price will be applied unless this price is manifestly derisory, i.e. bears no relation to the real value of the product ordered. In this case, your order, even if it has been automatically confirmed, will be cancelled. You will be informed as soon as possible so that you can, if you wish, place another order at the normal price.

### **11.2 Payment methods**

Payment may be made on our Site :

- by credit card, it being specified that the credit cards we accept are the following: Carte Bleue, Visa, MasterCard. These cards must be issued by a bank or financial institution located in the European Union or Monaco;

By validating and paying for an order on our Site, you guarantee that you have the necessary authorizations to use the method of payment you have chosen when registering your order.

### **11.3 Transaction security**

All transmission of payment information on our Site takes place in a secure environment. In particular, when paying by credit card, the transmission of a credit card number and its validity date, as well as its visual cryptogram (CVV) appearing on the back of the credit card you are using, takes place in a secure context using the protocols in force on the Internet, on the server of the PayPal service provider.

The communication by the Customer of his/her bank card number constitutes authorization to debit his/her account up to the amount of the order.

### **11.4 Debt collection and fraud prevention**

Collection will only take place once the order has been withdrawn, for the exact amount of the products actually delivered. You will then be informed by e-mail of the actual details of the order. We recommend that you keep the e-mail on paper or in electronic form.

All orders are considered effective only when the relevant payment centers have given their approval. When the order is debited, in the event of irregular, incomplete or non-existent payment, for whatever reason, or in the event of fraud or attempted fraud relating to the use of the Site, including on the occasion of previous orders, we reserve the right not to honour your order. You will be informed of this by telephone or e-mail.

## **12. Retention of title**

All products that you may have ordered from our Site via the LES SAVEURS DU BIO Internet Site remain the property of LES SAVEURS DU BIO until you have paid for them in full.

## **13. Right of withdrawal**

### **13.1 Reminder of the legal regime**

We remind you that under Article L. 221-18 of the Consumer Code, the consumer has a period of fourteen (14) days to exercise his right of withdrawal from the contract concluded at a distance, without having to give reasons for his decision.

If you wish to exercise this right, you must notify us of your decision to withdraw by sending us, before the expiry of the said period, the standard withdrawal form, which you will find in the customer contact form on the Site, or an unambiguous statement expressing your wish to withdraw, to the address of LES SAVEURS DU BIO.

The period for exercising the right of withdrawal expires fourteen (14) days after the day on which you, or any third party duly authorized, takes physical possession of the products.

### **13.2 Return conditions**

You must return the product(s) to us without undue delay and, in any event, no later than fourteen (14) days following the date of communication of your decision to withdraw. This period is deemed to have been respected if you return the product(s) before the fourteen (14) day period has expired.

The product(s) must be returned in their original packaging and in good condition, together with any accessories and documentation. The product(s) must be in perfect condition for resale. Any

product that is incomplete or damaged as a result of handling other than that necessary to establish its nature, characteristics and proper functioning will not be reimbursed.

You will need to go to the collection point where you collected your order with the product(s) concerned and the purchase invoice. You may also be asked to show the credit card used for payment.

### **13.3 Refunds**

Should you exercise your right of withdrawal, we undertake to refund all sums paid by you no later than fourteen (14) days from the date on which we are informed of your withdrawal. However, we reserve the right to postpone the refund until the products have been recovered.

We will reimburse you using the same means of payment that you used for the initial transaction, unless you expressly consent to a different means of payment.

It is specified that a product that has benefited from a promotional advantage will be reimbursed at the price you actually paid.

### **13.4 Exclusions to the right of withdrawal**

We remind you that, in accordance with article L.221-28 of the French Consumer Code, consumers do not have the right to return orders for products which, due to their nature, cannot be reshipped or are likely to deteriorate or expire rapidly. This applies in particular to

- fruit and vegetables, fresh or frozen products and, more generally, products with an expiry date;
- goods whose original packaging has been unsealed, including any cosmetic product that has been opened or damaged, by the customer after it has been delivered by the store, as they cannot be returned for health and hygiene reasons;
- audio or video recordings or computer software unsealed by the customer.

## **14. Warranty**

### **14.1 Legal warranty owed by the seller: reminder of legislative texts**

**We undertake to provide you with a good, product or service that complies with your order. In any event, you may avail yourself of the legal guarantee of conformity provided by the French Consumer Code, in particular the following articles:**

Article L.217-4 of the French Consumer Code:

*"The seller delivers goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery. He is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when the latter was made his responsibility by the contract or was carried out under his responsibility".*

Article L.217-5 of the French Consumer Code:

*"The good conforms to the contract: 1. if it is fit for the use usually expected of a similar good and, where applicable: if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model if it has the qualities that a buyer may legitimately expect given the public statements made by the seller, the producer or his*

*representative, particularly in advertising or labelling; 2. Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter".*

Article L.217-12 of the French Consumer Code:

*"The action resulting from the lack of conformity is prescribed by two years from the delivery of the good".*

*The Vendor also remains liable for any redhibitory defects in the goods, in accordance with Articles 1641 to 1649 of the French Civil Code.*

Article 1641 of the French Civil Code:

*"The seller is liable for hidden defects in the item sold which render it unsuitable for its intended use, or which reduce this use to such an extent that the buyer would not have purchased it, or would only have paid a lesser price for it, had he been aware of them".*

Article 1648 paragraph 1 of the French Civil Code:

*"The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect".*

## **14.2 Legal warranty of conformity**

When you take action under the legal warranty of conformity, you :  
have two years from the date of delivery of the goods to take action;  
may choose between repairing or replacing the good, subject to the cost conditions set out in article L. 217-9 of the French Consumer Code;  
are exempted from proving the existence of a lack of conformity for twenty-four months following delivery.

The legal warranty of conformity applies independently of any commercial warranty. You may decide to invoke the warranty against hidden defects in the product sold, in accordance with article 1641 of the French Civil Code. In this case, you may choose between rescinding the sale or reducing the purchase price in accordance with article 1644 of the French Civil Code.

## **15. Liability**

We shall be discharged from the planned provision of the service and from any obligation undertaken towards you, in the event of an event constituting force majeure (in particular fire, explosion, network failure, flooding, snow, ice, accident, vehicle breakdown, etc.) and consequently beyond our control.

The information you provide when placing an order is binding on you.

By using our Site, you agree not to save or transmit files that contain viruses or any other contaminating or destructive functions, not to use false information or information from third parties, not to infringe the rights of third parties, and more generally not to make any use of the Site that could give rise to any civil or criminal proceedings under the laws in force. You hereby indemnify us against any such proceedings.

### **Under no circumstances shall we be held liable :**

- in the event of false information or an error in your personal details;



- in the event of misuse of your identifiers or of the method used to place your order;
- in the event of an obvious error in the display of a derisory price.

In all stages of the online sales process, we are bound only by an obligation of means; we cannot therefore be held responsible for technical or material errors, or for any direct or indirect damage you may suffer on the Site or when using our Service, such as in particular loss of data, intrusion, virus, service interruption, other involuntary problems or cases of force majeure resulting both from the use of the Internet network and the Site.

**We accept no liability :**

- for any interruption of the Site ;
- for any damage resulting from fraudulent intrusion by a third party leading to modification of the information made available on the Site;
- and more generally for any damage, direct or indirect, whatever the cause, origin, nature or consequences, caused by anyone's access to the Site or inability to access it, as well as use of the Site and/or credit given to any information coming directly or indirectly from it.

In particular, we accept no responsibility for any damage that may be caused to your computer system (computer, server, etc.) as a result of your accessing and using the Site, or using or downloading any of its elements. In addition, for maintenance purposes, we reserve the right to interrupt our Site at any time at our sole discretion. By using our Site, you acknowledge that you have verified that the computer configuration you are using is virus-free and in perfect working order.

We also exclude all liability for lost, delayed or misdirected e-mail.

The Site may include links to other websites or other Internet sources. As we have no control over these external sites and sources, we cannot be held responsible for the availability of these external sites and sources, nor can we be held responsible for the content of these external sites or sources.

**Furthermore, we cannot be held liable for any damage or loss, whether actual or alleged, arising from or in connection with access to, use of or reliance on the content, goods or services available on such external sites or sources.**

**We cannot be held responsible for the direct or indirect consequences of an order cancellation or delivery delay for which we are not responsible, particularly in the event of disruption to postal or transport services, and generally for any event beyond our control or force majeure.**

In any event, our liability is always limited to the reimbursement of sums paid for the acquisition of goods, products and services subscribed to by You.

**16. Contract formation – proof**

The formation of the contract is conventionally fixed at the moment of confirmation of acceptance of your order by Us (Status: In preparation), subject to its effective payment, which only takes place when the order is collected.

All data supplied and the confirmation recorded by you in the automatic recording systems of our servers are presumed to be proof of the transaction (order content, date) and acceptance of your order.

The conclusion of the sales contract is subject to actual payment by you. We reserve the right to cancel your order for any legitimate reason, in particular in the event of :

- an error on your part in entering compulsory data ;
- payment failure, whether or not resulting from a refusal of authorization by the payment center;
- more generally, fraud or violation of the general conditions of sale on your part.

## **17. Intellectual property rights**

Our Site taken as a whole, as well as each of the elements of which it is composed taken independently, in particular all the Internet Pages of our LES SAVEURS DU BIO site, but also programs and specific developments and content including trademarks, logos, domain names, graphics, photographs, still or animated images, sounds, texts, data, product descriptions whether visual and/or sound, are the exclusive property of LES SAVEURS DU BIO or of third parties who have granted it a license.

Any total or partial representation of the Site or any of its component parts without the express authorization of LES SAVEURS DU BIO is prohibited and constitutes an infringement punishable by articles L.335-2 et seq. of the French Intellectual Property Code.

**The databases appearing on the Site are protected by articles L.341-1 et seq. of the French Intellectual Property Code, and any qualitatively or quantitatively substantial extraction or reuse of the contents of the databases is punishable by law.**

**The trademarks and logos appearing on the Site are registered trademarks of LES SAVEURS DU BIO, to which we have acquired the rights.**

**Any reproduction, imitation or use, whether total or partial, of these distinctive signs without our express authorization and in violation of the prohibitions set out in articles L.713-2 et seq. of the French Intellectual Property Code will engage the responsibility of the author.**

Other distinctive signs, in particular corporate names, trade names, brand names, domain names reproduced on the Site are the property of LES SAVEURS DU BIO or third parties whose rights we have acquired and any reproduction without our express authorization is likely to constitute usurpation engaging the responsibility of its author on the basis of Article 1240 of the Civil Code.

## **18. General provisions relating to these GTC/GTC**

These GTC/GTC, including all documents, Privacy Policy, Websites, rules, conditions and policies referred to herein, constitute the entire agreement between You and LES SAVEURS DU BIO with respect to the matters referred to in these GTC/GTC and supersede all prior or contemporaneous agreements and understandings, whether electronic, oral or written, between You and Us with respect to such matters.

Our failure to exercise any right granted to Us hereunder shall not constitute a waiver by Us of any such right. No conduct or business practice between You and Us shall modify any of the provisions of these GTC/GTC.

If any part or clause of these GTC/GTC should be declared invalid or unenforceable, then it shall be construed in accordance with applicable law so as to reflect as nearly as possible the intent of the provision originally agreed upon between You and Us, while the remaining portions of the GTC/GTC shall remain in full force and effect.

## **19. Applicable law and settlement of disputes**

These GCS/GUU are governed by French law.

In the event of a dispute, you may first contact our Customer Service Department to seek an amicable solution; this department can be reached by telephone on 06-82-30-25-32 or by e-mail: [infos@les-saveurs-bio.com](mailto:infos@les-saveurs-bio.com) from Monday to Friday, 9am to 12pm and 2pm to 5pm.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, LES SAVEURS DU BIO adheres to the Service du Médiateur du e-commerce of the FEVAD (Fédération du e-commerce et de la vente à distance) whose contact details are as follows: 60 Rue La Boétie - 75008 Paris - <http://www.mediateurfevad.fr>. After prior written request by the consumer to LES SAVEURS DU BIO, the Mediation Service may be contacted for any consumer dispute which has not been settled. To find out how to contact the Mediator, [click here](#).