

# TERMS AND CONDITIONS

**Article 1: Definition and scope of application**

**Article 2: Application and opposability of the terms and conditions**

**Article 3: Placing an order**

**Article 4: Price**

**Article 5: Total payment security**

**Article 6: Delivery**

**Article 7: Right of retraction**

**Article 8: Returns and complaints procedures**

**Article 9: Personal data**

**Article 10: Customer Service**

**Article 11: Conditions of use for the gift box**

**Article 12: Dispute and mediation**

**Article 12: Competence**

## Article 1: Definition and scope of application

The present document (Terms and Conditions) defines the conditions applicable to sales concluded between a person or persons making a purchase via the <http://www.aquarelle.com> website, hereafter referred to as "the buyer" and the company Aquarelle.com SAS, hereafter referred to as "Aquarelle".

The terms defined below form part of the present Terms and Conditions with the following meanings:

The Aquarelle gift boxes are gift boxes developed, proposed and distributed by the company Aquarelle. The Aquarelle gift boxes essentially include:

- The instructions describing the procedure to create a personal "Customer Area" on the website [www.aquarelle.com](http://www.aquarelle.com) and access to all the proposed activities and breaks (hereinafter referred to as the "Offer") available from the service providers with whom Aquarelle works.
- A gift voucher (hereinafter, the "Aquarelle Gift Voucher") which has no face value but which is a means of payment allowing its holder to pay the service providers selected by the company Aquarelle. The presentation of this gift voucher thus enables the holder to pay the fixed price established for the chosen offer selected from the current list of activities and breaks on the [www.aquarelle.com](http://www.aquarelle.com) website. The Offer is provided by a service provider (hereinafter referred to as the "Partner") selected by the company Aquarelle.

The description of the proposed Offers which form part of the Aquarelle gift boxes is as accurate as possible; however, it may be subject to changes which may be notified to the client within an

acceptable time frame. Each Offer which forms part of the Aquarelle gift boxes is subject to the conditions and clauses of the Partner.

## Article 2: Application and opposability of the terms and conditions

Placing an order implies that the buyer fully accepts these terms and conditions without reservation.

Any conflicting condition requested by the buyer will therefore, in the absence of express acceptance, be unenforceable regardless of the time at which it may have been brought to the attention of Aquarelle.

The fact that Aquarelle does not specifically refer to any one of the present terms and conditions, cannot be interpreted as a renunciation of its right to impose any one of the said conditions at a future date.

If one or more provisions of the present terms and conditions are declared null or void through the application of a law, a regulation or as the result of a final decision by a competent court, the other provisions shall remain valid and binding.

These Terms and Conditions may be modified at any time, without notice, by Aquarelle.com and its subsidiaries. The present Terms and Conditions are applicable from 15 June 2014. They supersede and replace all previous versions of these conditions. It is understood, however, that the changes relating to Terms and Conditions will be inapplicable to orders previously accepted and confirmed by Aquarelle.

## Article 3: Placing an order

When placing an order which is binding the buyer has an obligation to provide accurate information: in the event of an error in the recipient's address, Aquarelle cannot be held responsible for the impossibility of delivering the product.

An order is definitive only when it has been confirmed by the payment of the price by the buyer. After shipment, any amendment or cancellation of the order by the buyer cannot be considered and the price paid will not be refunded, except in the case of withdrawal as per article 7.

All offers for sale are valid within the limits of available stocks. A product which becomes unavailable is automatically removed from the online catalogue.

In the event of a product becoming unavailable, Aquarelle will contact the buyer. They will jointly agree the delivery of a product which offers identical characteristics in size and quality to the product originally ordered by the buyer.

## Article 4: Price

The prices are indicated in euros inclusive of all taxes. They take into account VAT and any reductions applicable on the day the order is placed.

The price of the products excludes delivery charges (packaging and transport). The cost of delivery will be specified on the purchase order before validation of the sale.

The products are supplied at the price current at the time the order is placed.

The price is paid cash when the order is placed.

In accordance with the Code Général des Impôts (General Tax Code) in force in France, Aquarelle gift boxes fall outside the scope of VAT.

## Article 5: Total payment security

Aquarelle provides totally secure and flexible payments both online or by phone, by debit or credit card through a payment system entrusted to a specialist secure payment provider.

Aquarelle guarantees the total confidentiality of your banking information, secured by the SSL protocol, which automatically checks the validity of the right of access when paying by bank card and encrypts all information exchanged to guarantee confidentiality. We have no access to and never record your bank card information.

## Article 6: Delivery

Delivery will be made to mainland France, excluding Corsica, and to Monaco, within the given time period, with the product being delivered directly to the stated recipient. If the recipient is absent a notice will be left (see below for further details according to the nature of the product ordered), or the package will be left at the recipient's door in a safe place.

The purchaser is informed and accepts that the delivery may not be carried out at a specific time, but Aquarelle is committed to providing the means necessary and to making every effort to respect the time period requested.

Aquarelle may in no case be held responsible for a delay in delivery due to a cause beyond its control, and particularly in the event of adverse weather conditions, disaster, strike, force majeure, an incomplete or unclear recipient or client address and/or telephone number, the absence of the recipient.

### 6.1 Terms of delivery

- Your order will be delivered within a few hours in France excluding Corsica

- Delivery within half-a-day via our logistic partners for Paris and its region
- Delivery overnight via our logistic partners for the rest of France:
  - Your order will be delivered the next day for any order placed before 5.00pm Monday to Friday.
  - Your order will be delivered on the Monday for orders placed from Friday, 5.00pm to Saturday before 3.00pm.
  - Your order will be delivered on Tuesday for orders placed before 5.00pm on Monday.
- Should the recipient be absent, the deliverer will either leave a notice in the letterbox or the parcel will be left in a safe place at the door of the recipient.
- For every order, our server will calculate the earliest delivery date and time. You can, of course, choose a later date, up to 45 days ahead, for most of our bouquets.

## 6.2 Delivery of your order

The delivery times are indicated as precisely as possible.

Late delivery may not give rise to the payment of damages and interest.

In the absence of the recipient:

The courier is authorised to leave the parcel in a safe location only, without obtaining a signature.

If this is not possible, the courier must provide notice of the attempted delivery either by telephone or by leaving a card in the recipient's letter-box, so that a second delivery can be arranged.

Some of our delivery companies also offer the option to collect the parcel from a local branch office or other pick-up point agreed with the recipient.

The buyer may claim the reimbursement of delivery charges, to the exclusion of any other compensation or damages and interest, in the event of a late delivery for the following reasons, if the product has not been delivered for any cause other than that of force majeure.

Late delivery:

- More than 4 hours: the delivery charges are reimbursed for bouquets, chocolates and fruit delicacies.
- More than 24 hours: the delivery charges are reimbursed for scented candles and gift boxes.

The buyer may claim a total refund of the order if the delay is greater than that given below:

- More than 24 hours for a bouquet
- More than 48 hours for chocolates or fruit delicacies.

Finally, if the product has not been delivered, for any reason other than that of force majeure, the order may then be cancelled and the price paid will be reimbursed in full to the purchaser, to the exclusion of any other compensation or damages.

Are considered to be cases of force majeure dispensing Aquarelle of its obligation to deliver; war, riots, fire, strikes, accidents, traffic restrictions and when it is impossible to receive stocks. Aquarelle will inform the buyer in good time in the event of any of the above occurring. In any event, an order can only be delivered on time if the buyer is up to date in their obligations to Aquarelle.

## Article 7: Right of withdrawal

The agreement of Aquarelle must be obtained prior to any Products being returned.

Depending on the nature of the product ordered, the buyer is allowed the following time limits to exercise their right of withdrawal without having to justify their reason or pay penalties, except, where appropriate, the costs of returning the goods:

- Bouquets and plants: 48 hours
- Chocolates, fruit jellies, crystallised fruits: 48 hours
- Gift box: 14 days
- Scented Candles: 14 days
- Bouquets, plants + chocolates, fruit jellies, crystallised fruits: 48 hours
- Gift box + Bouquet, plant: 48 hours
- Scented Candles + bouquets: 48 hours

The above-mentioned time limits run from the receipt of the order. When the time limit expires on a Saturday, a Sunday or a public holiday or non-working day, it is extended until the next business day. When the right of withdrawal is exercised, Aquarelle must refund the buyer without delay and at most within fourteen days from the date on which Aquarelle is informed of the decision of the customer to retract. After this date, the sum due automatically becomes interest-bearing.

Aquarelle must be notified of the decision to exercise the right of withdrawal via the form to be found in Appendix 1 of the Terms and Conditions and sent to the Client on a durable medium.

Any product returned in its original packaging shall be fully refunded.

## Article 8: Returns and complaints procedures

### 8.1 Contractual guarantee

Any return accepted by Aquarelle, due to an apparent defect or the non-conformity of the product delivered, which shall be noted by the seller, enables the buyer to receive a free replacement or a credit voucher, to the exclusion of any other compensation, damages or interest. The product(s) must be returned by the buyer in the original packaging and within seven (7) days from the date of receipt of the goods.

The product(s) returned must be new, unused and in the original box, perfectly intact.

The customer should keep the proof of postage given to him by Post Office. In the event of a lost package, no refund will be made without this proof of postage.

Any claim concerning an order which includes the delivery of bouquets or plants must, since it concerns perishable products, be formulated at the latest within two **(2) days after** the delivery of the product.

Any claim concerning the delivery of other products should be made at the latest within seven **(7) days** after the date of delivery of the product.

## 8.2 Legal Guarantees

All goods and services supplied by the Seller shall enjoy the legal warranty of conformity provided for in articles L. 211-4 To L. 211-13 of the Code de la consommation (French consumer law) and a guarantee for defects covering that which has been sold, under the conditions laid down in articles 1641 to 1648 and 2232 of the Code civil (French Civil Code).

Articles L. 211-4, L. 211-5 and L. 211-12 of the Code de la consommation (French consumer law) as well as article 1641 and the first paragraph of article 1648 of the Code civil (French Civil Code) are available in full in annex 3 of the Terms and Conditions

## Article 9: Personal data

The personal details that you may be asked to communicate in the context of an order via our website are protected, declared to the CNIL (French National Commission for Data Protection and Liberties) and exclusively reserved for the use of our production staff.

In accordance with the "data protection and liberties" law of 6 January 1978 as well as the ethical principles which ensue from it, you have the right to access, modify, and correct your personal details.

In order to do so please contact us in writing:

Aquarelle.com, 118 rue de Tocqueville, Paris 75017

**Send an email to our Customer Service Department.**

To find out more, [click here](#).

## Article 10: Customer Services

Customer Services are available Monday to Friday from 10.00am to 6.00pm without interruption and on Saturday from 9.00 am to 3.00 pm on:

- **0820 820 450:** for an order or general information by telephone ( 0.12 € per minute all taxes included but excluding any possible operator surcharge, number available within mainland France)
- **0811 654 450:** to follow your order or a complaint by telephone (cost of a local call from a landline telephone)

- by email to **Customer Services**.

Any request for information should receive a reply within 48 hours.

You may also contact us in writing:

Aquarelle.com Customer Service

rue Lucien Fremont,

60 810 Brasseuse

France.

## Article 11: Conditions of use for the gift box

The buyer must ensure that the beneficiary, to whom they give or offer an Aquarelle gift box, whatever the occasion, is informed of the terms and conditions governing Aquarelle gift boxes available on the website [www.aquarelle.com](http://www.aquarelle.com) and which will apply to the use of the gift box.

## Article 12: Dispute and mediation

Any complaint or dispute will always receive our full attention; we always presume that a client who takes the trouble to explain his point of view is acting in good faith.

Any complaint concerning the quality of flowers and plants should be sent to our Customer Services within a maximum period of five (5) business days after the date of receipt of the parcel by the recipient.

In the case of a dispute, the customer should address their complaint to the seller's customer services:

### **Aquarelle.com, Customer Services**

3 Rue Lucien Fremont, 60810 Brasseuse - France

Telephone: **0820 820 450 (0.12 Euros per minute all taxes included),**

Email: **Customer Services**.

In the event of a dispute and prior to referral to a tribunal, the buyer has the option of arbitration, the mediator being chosen in common agreement with Aquarelle, with the aim of reaching an amicable solution.

## Article 13: Competence

In the event of a dispute concerning the present Terms and Conditions, where the buyer has non commercial status, the competent court will be that of the place of domicile of the defendant, the place of actual delivery of the goods or the place where the service was carried out.

In the event of a dispute concerning the present Terms and Conditions, where the buyer has commercial status the competent courts shall be the courts of Paris.

The sale of products on this website is subject to French law regardless of the country of residence of the purchaser or the country where the order is placed.

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