



TERMS & CONDITIONS OF SALE

Preamble

By your order, you acknowledge to be at least 18 years of age or hold parental authorization allowing you to place an order on the store-baladeo.com site. Any order taken for a product on the store-baladeo.com site is based on the assumption that you have read and accepted these terms and conditions of sale beforehand. Consequently, when you order on-line you acknowledge that you are fully aware of the fact that your agreement to the contents of these terms and conditions does not require your handwritten signature.

Online Ordering: Proof of transaction

The computerized records, kept reasonably safely in Baldéo's computer systems, shall be considered as proofs of the communications, orders and payments. The archiving of order forms and invoices is made on a reliable and durable medium that may be legally produced as proof of purchase. Upon request, you may have access to orders of any amount equal to or greater than 120 EUR.

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Article 1.

Products 1.1 The products: scope of marketing

The products we offer are compliant with legislation and standards applicable in France.

If you reside outside French territory, you shall take into consideration the fact that you remain the importer (the intra-community buyer) of the products concerned. All customs duties, local taxes, import duties, or state taxes required in your territory are your sole responsibility. In addition, it is your responsibility to verify with local authorities the feasibility and procedures regarding the importing or use of the products or services you plan to acquire. In particular, if you deliver outside French territory, it is your sole responsibility to comply with the procedures and regulations of

the authorities of your country, to pay any tax, fee or remuneration in regard to copyright or broader intellectual property rights. If you do not adhere to the laws of the country where you have introduced the products, we cannot be held responsible.

1.2. Product identification: information provided

Our product offerings and prices are valid for as long as they are visible on the site and within the limits of available stocks.

1.3. Purchase for business use

In the event of a purchase made for professional use, we draw your attention to the need to assess the compatibility of expected use and performance. Our site is not responsible for any damages whatsoever incurred by professional use.

Article 2. Ordering

2.1. Information requirements when ordering

You must verify the completeness and accuracy of information that you provide at the time of ordering, including the delivery address. We cannot be held responsible for possible entry errors and their consequences.

In this context, the costs incurred for the return of an item are your responsibility. If the products you ordered are unavailable, we will notify you by e-mail.

Article 3. Payment

3.1. Payment methods

To pay for your order, you may avail of the payment methods offered during the confirmation of the order: credit card and PayPal.

The prices displayed on the site are indicated in EUR, in USD or in GBP and include all French taxes, but exclude delivery charges. Delivery charges are calculated and displayed as you make your product selections. The total amount is indicated at the end of the ordering process.

3.2. Total payment

The full price of the product is due at time of order. Any other amounts received will not be considered a deposit.

After placing your order, you will receive a confirmation e-mail confirming this order. Your invoice will be attached as a separate document.

An order will be considered closed when all products have been shipped and you have made full payment for both products and delivery charges.

We have the right to refuse delivery of any order that has not been paid in full.

3.3. Secure online payment

By confirming your order, you grant us the necessary authorization to use your chosen payment method. During the transmission of your order your credit details are encrypted by Secure Sockets Layer (SSL) software; we will never transmit these details unencrypted over the network.

Article 4. Delivery

4.1. Transport: mode and cost

Products will be delivered to the address you specify on the order form. Packages will be sent via post, Chronopost, UPS, or Fedex.

4.2. Delivery estimate: when will your products arrive?

An estimated delivery date is calculated before the transmission of your order. The delivery date does not include anti-fraud controls or requests for documentation which can sometimes occur.

In the case of late delivery, 14 business days after the mailing date indicated in your confirmation e-mail, we suggest you check with your local post office to see if the package is pending, and, if the package is not pending, and if applicable, please report the delay by contacting a representative in our customer service department. We will contact the postal office and initiate an investigation. The post office investigation may take up to 21 days after its initiation date. If during this period, the product is found, it will be re-routed as soon as possible to the address provided on your order form. If, however, the product is not located within 21 days, the post office will consider the parcel lost. At the end of the investigation, we will send you a replacement order at our expense. If the ordered products were to become unavailable, you may receive a refund for those products by a declaration of loss confirmed by the carrier.

No refund or return of products will be made prior to the close of the investigation.

Article 5. Receipt of order

5.1. Receipt of package by a third party: due care

Attention, if you give permission to a third party to receive your order on your behalf (the janitor in your building, the receptionist at work ...), he or she is responsible for the package. We recommend you ask this third party to take due care of your delivery as if it were his or her own. We highly recommend that you be especially vigilant when receiving your order in checking for any damage or anomalies.

5.2. Initial verification: precautions

Upon receipt of delivery, assure that the product is not damaged (regarding either the package itself or the product when unpacked).

The carrier is required to give you the time needed to unpack the product for verification. If the product is damaged, you have two options: you may accept the product and the return costs will remain your responsibility, or, you may reject the product and the carrier is responsible for the return receipt to our company.

In all events, according to transport regulation, any incident at time of receipt shall be reported within a three day period by registered letter with acknowledgment of receipt.

If you choose to keep the product, it is essential that you keep it in the state in which it was delivered to you (accessories, instructions, packaging(s) and outer packaging(s) included).

5.3. Product delivered not as ordered: what to do ?

In the case of a product that does not comply with the specifications of your order, you may address your complaints to our customer service department.

You will be asked to describe specifically any discrepancies. If the product is found to not be in accordance with the specifications as delineated in the product description, you may return the item at our expense for a full refund.

However, if the product is found to comply with said specifications, but you are not satisfied with the product, you may return it at your expense.

Article 6. General terms and conditions of return

6.1. Full return of an order: documents and products

To receive a full refund on a returned order, we recommend that said items be returned in their original packaging and in their entirety, intact, and undamaged (including accessories, flyers, drivers, manuals, covers, etc...), because only items returned undamaged and completely intact will be refunded.

You must include in your return a copy of the invoice.

Any refund or exchange assumes that you did not damage the product nor return it in an incomplete state.

Article 7. Return policy

7.1. Return policy

We grant you a period of 14 calendar days in which you may return those products that did not suit you. In this case, we will refund you the price of the returned product(s) only, excluding all non-reimbursable service and delivery charges. The 14 day period commences on the day following the receipt of the package.

7.2. Exception of personalized or perishable products

We remind you that regulation excludes the return of products made to certain specifications, such as those products which are customized, or those products, because of their nature, that cannot be re-expedited or are liable to deteriorate or expire.

7.3. Stipulations of return policy

You may request either a refund of amounts received with respect to the returned product or an exchange equivalent to the amount of the refund, or, where appropriate, a credit will be issued.

There is no penalty fee for a return. However, the cost to return the product is your responsibility.

You must ensure that the order for which you are seeking a refund is returned complete and in its entirety. In the case of a refund request, we will make every effort to reimburse you within a maximum of 14 days.

You will be reimbursed by a re-credit system (secure transaction) for credit card payments, or by check for other payment methods.

Article 8. Guaranty

8.1. Manufacturer's guaranty

The guaranty does not cover normal wear and tear of the product (e.g., knife blade edge). We draw your special attention to the fact that any failure of the product caused by negligence, deterioration, or misuse is not generally covered by the manufacturer's guaranty.

In all cases, you shall not be deprived of the provisions of guaranty established by law, such as the guaranty against hidden defects or the guaranty ensuring compliance.

Article 9: Legal notice

9.1. French Computer Files and Liberties Law

According to French law "Informatique et libertés" n ° 78-17 of 6 January 1978, you have the right to access and change data concerning you, and you can exercise this right by sending an e-mail to the following address: 22 Rue Charles Graindorge, 93170 Bagnolet, France

9.2. Communication

Our customer service offers a dedicated toll-free helpline to assist you with any order queries, cancellation policy and procedures, and exercise of the product guaranty at the following number: +33 (0)1 43 60 66 66 during the hours of 9:00-12:30 and 14:00-17:00, Monday-Friday.

9.3. Disclaimer

Any dispute which may result regarding your order, for example, regarding performance, interpretation, validity, or cancellation, will be governed by French law (adjectival law and substantive law) with the exception of the provisions of the Vienna Convention of 11 April 1980 on the international sale of merchandise.