

## GENERAL TERMS AND CONDITIONS OF THE ONLINE SHOP

**GUANO DIFFUSION** – <https://www.guano-diffusion.com/>

The website <https://www.guano-diffusion.com/> and its associated online shop (« **Shop** ») are published by the private limited liability company « **Guano Diffusion** ».

Phone number : [04 76 52 09 93](tel:0476520993)

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### **GUANO DIFFUSION SARL**

**Home office** : 16, rue du Grand Veymont - 38320 EYBENS

**Phone number** : [04 76 52 09 93](tel:0476520993)

**Email address** : [contact@guano-diffusion.com](mailto:contact@guano-diffusion.com)

**Registration number at the Chamber of Commerce in Grenoble, France** : 801 255 373

**Intra-EU IVA registration number** : FR13801255373

**Share Capital** : 5000€

**Manager of the company and website editor** : Yohan SOUFFLET

**Web host** : OVH – 2 rue Kellermann - 59100 Roubaix – France // <https://www.ovh.com>

In compliance with article 14, al. 1 of the European regulation n° 524/2013 of May, 21st 2013 concerning RELC, the European Commission provides consumers with an online platform to resolve disputes and contentions at the following online address : <http://ec.europa.eu/consumers/odr/>

### **1 - OBJECT**

The following general terms and conditions (« **Terms and Conditions** ») are concluded between Guano-Diffusion (« **GD** ») and any natural or legal person (« **Client** ») who wishes to buy products on the online shop. These general **Terms and Conditions** exclusively rule the relationship between the **client** and **GD** for their purchases on the online shop.

Purchasing goods and/or services on the shop implies that the **Client** completely agrees with the present **Terms and Conditions**. These **Terms and Conditions** will prevail on any other general or particular terms to which **GD** has not expressly agreed.

**GD** reserves the right to modify these **General Terms and Conditions** any time. In such a case, they will come into effect when published online.

### **2- PRODUCTS**

The products concerned by the present general **Terms and Conditions** are the ones presented on the online shop, sold and sent by GD (« **Products** »). They are sold within the limits of available stocks.

The main characteristics of the **Products** are described and presented with the most accuracy and precision possible, as well as one or several product pictures. These pictures are as accurate as

possible. Nonetheless, they cannot assure a complete similitude with the **Products**, particularly when it comes to **Products'** colours. The **Client** will not hold it against **GD**, and this shall not constitute a valid reason to return a **Product** once the withdrawal period is over.

### 3- PRICES

The prices indicated on the online shop are indicated in Euros, all taxes included. Therefore, they include VAT and take into account potential promotions and sales in effect on the day of the purchase. They are indicated for each product and do NOT include shipping costs nor processing fees.

The prices indicated once the shopping cart is validated include processing fees as well as shipping and delivery fees on the condition that delivery takes place accordingly to the terms and conditions precised in paragraph 4 below « Geographical area of sale of the online shop ».

**GD** reserves the right to modify the prices of the products sold on its **Shop** at anytime. In such a case, the applicable price for a product bought by the **Client** will be the one indicated on the website when the Client purchases the product (i.e once the purchase cart is validated and paid for).

Nonetheless, in case of an error on the prices indicated on the **Shop** (price obviously ridiculous compared to the real value of the **Product**), **GD** reserves the right to cancel a validated order by the **Client**. This measure should remain exceptional.

### 4- GEOGRAPHICAL AREA OF SALE OF THE ONLINE SHOP

The online **Shop** is mainly intended for **Clients** living in France, in the DOM-Tom and in Monaco, for deliveries in the same geographical areas. **Clients** based out of these geographical areas will see their shipping fees increase significantly.

### 5- ORDERS

Orders on the online **Shop** are restricted to adults. In order to place an order on the online **Shop**, the **Client** will have to create a user account.

#### 5.1 User account

The **Client** will have to create a user account when placing their first order on the online **Shop**. The following information will be required to create this account :

- E-mail address
- Password

When logging in for the first time to their user account, the Client will also have to give the following information :

- Surname
- Name
- User name
- Billing address
- Shipping address
- Phone number

Once their user account created, the **Client** will be able to use it for all of their orders on the online **Shop**.

When creating their user account on **GD**'s website, the **Client** will also be given the choice to subscribe to **GD**'s newsletter. The **Client** can unsubscribe from this newsletter anytime, in two ways :

1. By clicking on « Unsubscribe » in the footer of one of the newsletters
2. By asserting their « Right to Oblivion » and asking for all of their personal information to be erased from **GD**'s database via our website : <https://www.guano-diffusion.com/en/desinscription-site-guano-diffusion/>

In such a case, all their personal information as well as their user account will be erased.

## **5.2 Placing and validating an order**

Once connected to their user account, the **Client** will just have to choose the **Products** they want to buy on the online **Shop** and add them to their shopping cart.

Once the shopping cart validated, the **Client** will have to choose the shipping address as well as the delivery method, and validate their method of payment. This last step and validating the payment formalize the sales contract between the **Client** and **GD**.

All placed orders are worth acceptance of **Products**' prices and descriptions.

**GD** acknowledges receipt of orders via the online **Shop** as soon as they are validated by sending a recap email to the **Client**.

In some cases, particularly in case of defaulted payment, when the shipping address is incorrect or when it comes to any other problem related to their user account, **GD** reserves the right to block the **Client**'s order until the problem is solved.

In case of an error regarding the available stock of **Products** indicated on the online **Shop**, and that such error should lead to a **Product** ordered by the **Client** to be unavailable, **GD** will contact the **Client** and inform them of the replenishment lead time. The **Client** will then be able to decide whether they would like to cancel their order of the unavailable **Product**, such cancellation being free of charge. The rest of the order will nonetheless remain firm and definitive.

For any question regarding an order placed on our online **Shop**, the **Client** can contact **GD** by email at the following address : [contact@guano-diffusion.com](mailto:contact@guano-diffusion.com)

They can also reach us by telephone calling us at the following number : 0033 476 520 993, from Monday to Saturday, from 9h30 to 13h and from 14h to 18h30.

## **6 – PAYMENT METHODS**

The orders placed on the online **Shop** can be paid by credit card : CB, Visa, MasterCard, and Paypal. The **Client**'s account is charged when they validate and pay their shopping cart. If the **Client** asks for it they will receive a paper invoice indicating the VAT.

**Note : the option to pay an order in 3 or 4 times by credit card through Oney via PayPlug is available ONLY for clients with a French credit card as well as billing and shipping addresses in France.**

## 7 – ORDER DELIVERY AND ORDER PICK-UP AT OUR DRIVE

The orders placed on our online **Shop** can either be :

- Delivered within 48 hours after being shipped, via UPS or CHRONOPOST\*
- Or picked-up at the Drive Jardins Alternatifs - 16, rue du Grand Veymont – EYBENS, on the same day.

\*The price of a delivery by UPS or CHRONOPOST can be calculated by the client before they validate the delivery method of their order.

Picking-up their order at our Drive by the **Client** is free.

In order to be indemnified by **GD** in case of **Product** deterioration by the transporter, it is the **Client's** responsibility to verify the state of the **Products** delivered when they receive their order, in attendance of the transporter. Should the **Products** be damaged due to transportation, the **Client** has to refuse the damaged package(s) and/or **Product(s)** and notify such refusal to the transporter and sign the package/**Product** refusal on the dedicated slip held by the transporter. If no reservation has been made and duly notified to the transporter at the time of the delivery, GD will not be able to take care of the damages and will decline all liability.

### Delivery delays

For orders validated and paid **before 15h00 (3PM)** on D day :

- If the **Client** chooses for their order to be delivered by CHRONOPOST, **GD** ships their order on the very same day (D) and the **Client** will receive their order on the following day (D+1) by 13h (1PM).
- If the **Client** chooses for their order to be delivered by UPS, **GD** ships their order on the very same day (D) and the **Client** will receive their order within 48hours maximum (D+2)

For orders validated and paid **after 15h00 (3PM)** on D day :

- If the **Client** chooses for their order to be delivered by CHRONOPOST, **GD** ships their order the following day (D+1) and the **Client** will receive their order within 48 hours maximum after they placed their order (D+2).
- If the **Client** chooses for their order to be delivered by UPS, **GD** ships their order the following day (D+1) and the **Client** will receive their order within 72 hours maximum after they placed their order (D+3).

**GD** subcontracts transportation and delivery of the orders placed on the online **Shop** to UPS and CHRONOPOST, which commit to respect the delivery delays mentioned above. Nonetheless, in the case of exceptional reasons, as well as reasons independant from **GD**, that should lead to delivery delays exceeding 18 days from the day of the validation and payment of the order, the sales contract could be canceled by the **Client** without any fees. In such a case, the **Client** will then be refunded the amount paid for his placed order on the online Shop, as well as the shipping fees.

## 8 – RIGHT OF CANCELLATION

In compliance with article L 121-21 (French Consumer Code) regarding online selling, the **Client** has a right to cancel their order within 14 days following the day when they or any other person designed by them (apart from the transporter) take possession of the last good part of the order.

### How to exercise your right of cancellation :

In order to exercise your right to cancellation, you have to notify your decision to do so to us by sending us a statement void of any ambiguity by regular mail, email or fax :

- Address fo regular mail : Guano Diffusion – 16, rue du Grand Veymont – 38320 EYBENS
- Phone number : [04 76 52 09 93](tel:0476520993)
- Email : [contact@guano-diffusion.com](mailto:contact@guano-diffusion.com)

You can use the cancellation template below, but it is not mandatory. Should you decide to use this template, please fill it in and sen dit back to used duly filled and signed.

- To Guano Diffusion – 16, rue du Grand Veymont – 38320 DOMENE

[contact@guano-diffusion.com](mailto:contact@guano-diffusion.com) / [04 76 52 09 93](tel:0476520993)

I hereby inform you of my decision to cancel the sales contract regarding my purchase of the following product(s) \_\_\_\_\_ ordered on the \_\_\_\_\_ and received on the \_\_\_\_\_ under the following order number : \_\_\_\_\_.

Name and Surname :

Billing and Shipping addresses :

Date :

Client's Signature (only if the document is sent on paper by regular mail)

Fo the cancellation delay to be respected, you need to send your statement concerning your wish to exercise your right of cancellation before the expiration date of the cancellation delay. You will have to pay for the shipping fees to send us the Product(s) back.

### Consequences of exercising one's right of cancellation

You will have to return the good(s) back to **Guano Diffusion – 16, rue du Grand Veymont – 38320 EYBENS** without any excessive delay and altogether 14 days maximum after informing us of your decision to exercise your right of cancellation. This delay of 14 days is deemed to have been met when you send the godd(s) back before the expiration of the aforementioned delay.

In case of withdrawal from the present sales contract and cancellation of your order, we will refund all received payments, including shipping and delivery fees (excepting additonal costs due to your choosing a delivery method different from the least expensive one that we offer) with no excessive

delay and altogether within 14 days maximum after the day we are informed of your decision to exercise your right of cancellation and withdrawal from the present sales contract.

The refund will be done using the same method of payment as the one you chose to pay for your order, except if you ask for another method and we come to an agreement. The refund will not lead to additional fees. We can delay the refund until we have received the Product(s) or until you have given us proof of the **Product(s)** having been shipped back, the cut-off date being the one of the first of the two aforementioned events.

You are only responsible for the depreciation of the **Product(s)** due to handlings other than the ones needed to establish its/their nature, characteristics and proper functioning.

### **Exceptions to the right of cancellation**

Exercising one's right of cancellation and withdrawal is impossible for the following contracts :

- contracts providing tailor-made goods and clearly personalized goods ;
- contracts providing goods that are likely to deteriorate or expire rapidly ;
- contracts providing goods that have been unsealed by the **Client** after the delivery and that can not be sent back for hygiene and health protection reasons ;
- contracts providing goods that, after being delivered, and by their nature, are mixed in an inseparable way to other Products.

*In the case of an order including several Products delivered separately, or in the case of an order composed of lots or multiple pieces which delivery is staggered on a definite period of time, the cancellation and withdrawal delay runs from the delivery date of the last lot or piece.*

## **9 – WARRANTY**

### **9.1 Legal warranty (non-compliance and hidden defect)**

All the **Products** sold by **GD** on its online **Shop** benefit from the legal warranty of conformity and from the warranty against hidden defects, as stated in articles 1641 and following in the French Civil Code.

The **Client** is informed that **GD** guarantees the conformity of its **Products** with the sales contract according to the fixed framework of these two aforementioned legal warranties.

You have a 2-year delay from the delivery of the **Product** to assert a claim regarding the legal warranty of conformity. In such a case, you will be given the choice to either get the Product repaired or replaced, in compliance with the costs and conditions detailed in article L217-9 of the French Consumer Code.

For contracts concluded from March, 18th 2016, you do not have to bring proof of the existence of a conformity defect during the 24 months that follow the delivery of the **Product**. For contracts concluded before this date, the defect is presumed for 6 months.

The legal warranty of conformity applies independantly from eventual commercial warranties that could have been granted by the manufacturer or by **GD**.

You could also decide to assert the warranty against hidden defects in compliance with article 1641 of the French Civil Code. In such a case, you will be able to choose between cancelling your order and a discount on the **Product's** price, in compliance with article 1644 of the French Civil Code.

In case of non-compliance of a **Product**, you can return it to GD that will take it back, exchange it or refund it. All claims, requests for exchanges and refunds should be sent exclusively by regular mail sent to the following address :

**GUANO DIFFUSION – 16, rue du Grand Veymont – 38320 EYBENS**

When receiving a mail, if the **Product** for which it has been sent is deemed defective and/or non-compliant, it will have to be returned to **GD** in its original package with all the references **GD** will give to the **Client**.

All shipping fees for returning the **Product** to **GD** will be paid by the **Client**.

All warranty clauses exclude any use of the **Product** by the **Client** that would not comply with norms and security recommendations as detailed in the user guides and operating instructions given by the manufacturer of the **Product**. They also exclude operating faults due to neglect or poor maintenance of the **Product** by the **Client**.

**GD** will not be held responsible by the **Client** for not understanding properly and/or misunderstanding the information and technical recommendations available on the description of every **Product** sold on the online **Shop**. Neither will **GD** be held responsible for possible errors in these descriptions. It is the **Client's** responsibility to read the instructions for use of the **Products** they buy on the online **Shop** when they receive them, and to make sure they use them properly and in compliance with the manufacturers' recommendations and technical instructions.

## **9.2 Commercial warranty**

Some **Products** sold on the online **Shop** benefit from a "Manufacturer Warranty" in which **GD** does not take part. In such cases, **GD** will not be held responsible should the manufacturer refuse to apply its warranty. The extend and delay of such warranties vary from one manufacturer to the other. You can find more details about commercial warranties, when relevant, on the **Product's** description on the online **Shop**.

## **10 – DATA PROTECTION AND FREEDOM OF INFORMATION**

It is kindly reminded to the **Client** that all personal information requested to process their order, in particular to deliver their order, to generate an invoice and warranty contracts, are necessary. In compliance with the law (Law 78-17 from January 6th, 1978), the **Client** can, at any time, ask to have access to this information and modify it.

Also, **GD** does NOT sell nor share the information collected in order to process **Clients'** orders properly. **GD** also takes all necessary precautions to protect their customer database. Nonetheless, **GD** should not be held responsible by **Clients** in the event of a hacking of the online Shop website and a potential data leakage.

For all questions related to data protection, please see our page « Privacy Policy ».

## **11 – LITIGATIONS**

In case of litigation between the **Client** and **GD**, both parties will try to find a friendly settlement, requesting the help of a mediator if needed.  
If attempts to settle the litigation amicably should fail, please see article 12 of the present **Terms and Conditions**.

## **12 – GOVERNING LAW AND JURISDICTIONAL COMPETENCE**

The **Terms and Conditions** are subject to French law. The competent court in case of litigation will be the court of Grenoble, France.

The website and online **Shop** comply with French law and in no case does **GD** guarantee their compliance with local law applicable to the **Client** when they access the website and online **Shop** from another country than France.