

CircleFade

Terms and conditions

The following terms and conditions apply between:

Maxime PHAM THANH, registered under the French status of “auto-entrepreneur” in the “Chambre de Métiers et de l’Artisanat de Paris”, SIRET 834 564 783 0001, owner of the website www.circlefade.com

And:

Any physical or moral entity that buys from this website, later referred to as “customer”.

Note: this is a translation from the French document, made for information only. The only applicable document is the French one, which is available on www.circlefade.com.

Article 1. Object

The following terms and conditions define the contractual relationships between Maxime PHAM THANH and the customer, and apply to all sales done on www.circlefade.com. The acquisition of any product on this website implies an agreement with no reserve from the customer of the following terms and conditions, which he recognizes being aware of before the order. Before any transaction, the customer states that: the purchase of any product on the website has no correlation with his professional activity, and is limited to a strictly personal usage; and that he is legally allowed to personally accept the following terms and conditions.

Maxime PHAM THANH keeps the right to modify these terms and conditions at any time, in order to respect any new law, or to improve the use of the website. Therefore, the terms and conditions applicable are the ones used at the time of purchase from the customer.

Article 2. Products

The offered products are the ones listed on www.circlefade.com, in the limit of available stocks. Maxime PHAM THANH has the right to modify the listed products at any time. Each product is showcased on the website using a description of its main technical characteristics. Pictures are the more representative possible, but are not contractual.

Article 3. Prices

Prices displayed on the website are in Euros (€) VAT included, with the applicable VAT ratio of France at the date of purchase. Any change in the VAT ratio can be applied to the prices. Maxime PHAM THANH can change his prices at any time. The only applicable price to the customer will be the one displayed at the date of the purchase. Prices do not include delivery fees, which will be added to the price of the order depending on its value.

Article 4. Orders and payments

Maxime PHAM THANH offers to the customer the following payment option:

- Secured payment with Paypal or credit card: the customer selects the products he wants to order, and then the delivery fees are added. Finally, the customer is redirected to the secured Paypal interface in order to securely enter his payment information. If the payment is accepted, the order is confirmed and the contract is definitively accepted. Paypal or Credit card payment is irrevocable. In case of a fraud, the customer can ask for the cancelation of the transaction, which will be refunded. The credit card owner's responsibility will not be questioned if the contested transaction has been proven to be a fraud, done from a distance, without physical use of the card. In order to get a refund of the fraudulent transaction, and of the banking fees, the owner of the card must contest it to his bank by writing to them. Delays are 70 days, or even 120 days in some cases. The funds are refunded by the bank in a delay of one month maximum after the reception of the written letter of complaint. No fees can be charged to the card owner.

The confirmation of an order implies the agreement of the following terms and conditions, the statement of having knowledge of them, and the renunciation of making his own terms and conditions. All data given and the confirmation of purchase are a proof of agreement. If the buyer owns an e-mail and has provided it, Maxime PHAM THANH will send by e-mail a confirmation of the order.

Article 5. Retention of title

Maxime PHAM THANH remains the entire owner of the sold goods until full payment, fees and taxes included.

Article 6. Withdrawal

Article L121-20 of "Code de la consommation" states that the customer has 14 days after delivery to use his right of withdrawal, and therefore send the product back for an exchange or to get it completely refunded, exception made of the shipping back costs.

Article 7. Delivery

Deliveries are made at the address given on the delivery information, which can only be in the agreed geographical region. Delivery times are not contractual; if they exceed 30 days from the order date, the contract can be withdrawn and the customer refunded. Maxime PHAM THANH can send by e-mail the tracking number of his order. Risks of transportation are on the customer from the moment the products leave the workshop of Maxime PHAM THANH. The customer has to verify with the person in charge of delivery the aspect of the packages. In case of damage during transport, all complaints must be done to the transportation society, within 3 days after delivery.

Article 8. Warranty

All products sold by Maxime PHAM THANH have a warranty as described in the articles 1641 and following of "Code civil".

In case of non-conformity of a sold product, it can be returned to Maxime PHAM THANH who will take it back, will exchange it or refund it. All contests must be made by e-mail to: max@circlefade.com in a delay of 30 days after delivery.

Article 9. Responsibility

Maxime PHAM THANH, in the process of online commerce, only has a best effort mean. His responsibility is not liable for any damage resulting in the use of the Internet network, such as data loss, intrusion, virus, or any other unintentional problem.

Article 10. Intellectual property

All elements on www.circlefade.com are the exclusive intellectual property of Maxime PHAM THANH. Copying or usage of any content is forbidden.

Article 11. Personal data

Maxime PHAM THANH agrees to keep all customer data private. All information regarding the customer is subject to the law "n° 78-17 du 6 janvier 1978". In that regard, the web-user has the right to access, modify and delete all his data. He can ask to do so at any time, by e-mail.

Article 12. Disputes

These terms and conditions are made under French law. In case of a dispute, the only qualified court will be the "tribunal de Commerce de Paris".