

Terms of sale

1. Preamble

The purchase of products offered on the website accessible at the address <https://badr-clairdelune.com> (hereinafter the "Site") is subject to these general terms and conditions of sale (hereinafter the "General Terms and Conditions of Sale").

The General Terms and Conditions of Sale are complementary to:

- the General Terms and Conditions of Use of the Site, accessible on the Site by going to the "General Terms and Conditions of Use" section or [here](#) ;
- to the Privacy Policy, accessible on the Site by going to the "Privacy Policy" section or [here](#) ;

which are an integral part of this contract and the customer declares to have read and accepted them.

The Site allows you to order, online via the internet, from the company BADR-Clair de lune a selection of products of the brand "BADR-Clair de lune" (hereinafter the "Product(s)").

The Customer certifies that they have the legal capacity to enter into the commitments provided for in herein.

BADR-Clair de lune reserves the right to update or modify the General Terms and Conditions of Sale, the content of the Site or the services available there, at any time and without notice, and/or to temporarily or permanently cease operating all or part of the Site. The Customer may consult the current version of the General Terms and Conditions of Sale at any time by going to the "General Terms and Conditions of Sale" section of the Site. It is also possible to download and print the full text of these conditions by clicking [here](#). The General Conditions of Sale applicable to the Customer are those available on the date of the order, a copy of which dated on that date may be given to the Customer upon request. It is therefore specified that any modification of the General Conditions of Sale which would be made by BADR-Clair de lune will not apply to any order placed previously, unless expressly agreed by the Customer at the origin of a given order.

The Customer acknowledges that BADR-Clair de lune cannot be held liable in any way whatsoever towards him or any third party as a result of these modifications, suspensions or terminations.

The General Conditions of Sale are binding on the customer who acknowledges, by checking a box or clicking on the button provided for this purpose, having read and accepted them before placing an order. The General Conditions are viewable before and at the time of acceptance. Validation of the order by its confirmation constitutes acceptance by the buyer of the General Conditions of Sale in force on the day of the order, the conservation and reproduction of which are ensured by *BADR-Clair de lune*.

BADR-Clair de lune advises the Customer to save and/or print these General Conditions for safe and long-term storage, and thus to be able to invoke them at any time during the execution of the contract if necessary.

The sales contract between the Customer and *BADR-Clair de lune* will include the conditions of your order and the General Conditions of Use and the General Conditions of Sale applicable at the time of your purchase, which apply to the exclusion of all other general conditions or any implied conditions of trade, customer or business practice.

These conditions are in force as of 30 January 2024.

2. Seller Identification

These general terms and conditions of sale apply to the sales defined below and carried out by BADR-Clair de Lune, a simplified joint-stock company with a capital of €10,000.00, registered with the Paris Trade and Companies Register under number 952481596, whose intra-community VAT number is FR79952481596, and whose registered office is located at 54 boulevard de Vaugirard, 75015 Paris.

You can contact BADR-Clair de Lune by email:

- Telephone number: +33 627470729

- Email address: contact@badr-clairdelune.com

3. Definitions

For the purposes of this document, words beginning with a capital letter have the following definitions:

"Customer": means any natural person of full age and legal capacity who has created an account on the Site.

"Order": means each purchase or reservation of a product or service made by a Customer on the Site, under the conditions set out in these General Terms and Conditions of Sale.

"Site": BADR-Clair de lune website accessible at the address <https://badr-clairdelune.com>.

"Delivery": transfer to the Customer of physical possession or control of the Product.

"Product" : goods offered for sale by BADR-Clair de lune on the Site.

"User": Any person browsing the Site.

4. Scope of Application

The General Terms and Conditions of Sale define the rights and obligations of the parties in connection with the sale of Products offered by BADR-Clair de lune on the Site to any natural or legal person.

Any Order placed on the Site automatically implies acceptance of these terms and conditions.

5. Access Conditions and Registration Procedures

The Customer remains responsible for the terms and consequences of their access to the Site, particularly via the Internet. This access may involve the payment of fees to technical service providers, such as Internet access providers, which remain their responsibility. In addition, the Customer must provide and be fully responsible for the equipment necessary to connect to the Site.

The Customer acknowledges having verified that the computer configuration he/she uses is secure and in working order.

The creation of an account is necessary to be able to place an order on the Site.

Your username and password are strictly personal, therefore you agree to keep them safe and never to communicate them to third parties.

In the event of loss, theft or any fraudulent use of your customer account, you agree to inform BADR-Clair de lune immediately.

The Customer declares that he/she has full legal capacity to commit to these General Conditions.

Registration is open to capable adults. Registration is not authorized on behalf of third parties unless you are validly authorized to represent them. Registration is strictly personal to each Customer.

By registering on the Site, the Customer confirms having read and accepted the General Conditions of Sale, making him contractually bound by the terms of these General Conditions.

6. Products

The Products presented on the Site are each subject to a description mentioning their essential characteristics. Photographs illustrating the products, where applicable, do not constitute a contractual document. The Products comply with the requirements of current French law.

BADR-Clair de lune strives to guarantee optimal availability of its Products. Product offers are valid while stocks last.

7. Ordering Terms

For any questions regarding the Products, the Customer may contact *BADR-Clair de lune*, whose contact details are specified in Article 1.

The Site allows you to order, online via the internet, from *BADR-Clair de lune*, a selection of Products for collection or delivery under the conditions specified in Article 15.1 "Delivery and Collection Area".

The Products presented on the Site are each subject to a description mentioning their essential characteristics allowing the Customer or User to be aware of the sale price and their description. The photographs illustrating the products, where applicable, do not constitute a contractual document.

8. Product Availability

Despite BADR-Clair de lune's efforts to ensure optimal availability of its Products, some Products may no longer be available.

Product offers are valid while stocks last.

Indeed, at the time the Order is validated, there may be a difference between the stock available on the Site and the existing physical stock (for example, in the event of simultaneous orders of the same product by several customers). The sale is therefore subject to the availability of Products in stock.

In the event of a Product being unavailable after placing your order, we will inform you by email or telephone as soon as possible, offering you:

- either to order another Product presented on the Site as a replacement;
- or to cancel your order.

In application of the provisions of articles L. 216-6 and L. 216-7 of the French Consumer Code, in the event of unavailability of the Product, the Customer will then be reimbursed for the price of the Product ordered within 14 days following his request, unless another order has been placed as a replacement.

BADR-Clair de lune assumes no liability in the event of out of stock or unavailability of Products.

BADR-Clair de lune reserves the right to change at any time and without notice the Products offered on the Site. In order to ensure better quality of service and availability of our Products to all of its customers, BADR-Clair de lune reserves the right to limit the quantity of Products that can be purchased by a Customer, in accordance with Article L. 121-11 of the Consumer Code.

9. Ordering Procedure

The Customer expressly acknowledges that any order placed on the Site is an order with an obligation to pay, requiring payment of a price in exchange for the delivery of the Product ordered. Except as otherwise provided in these General Terms and Conditions of Sale and without prejudice to the right of withdrawal provided for by applicable law, the Customer's Orders are firm and final.

When placing an Order, the Customer must select the chosen Products and add them to their shopping cart, indicating the selected Products and the desired quantities.

After selecting the Product(s), the Customer must click on "Order" to begin the ordering process. A customer account is required to place an order on the Site:

- If the Customer already has a customer account, they will need to log in at this stage by entering their email address and password;
- If the Customer does not yet have an account and wishes to create a customer account, they will be prompted to create one by checking the "create an account" box, then confirm their email address and create a password before finalizing their order;
- If the Customer does not have a customer account and wishes to remain as a "Guest", they can continue their order;

The Customer may check the details of their order and its total price, and return to previous pages to possibly correct the contents of their cart, before confirming it.

The Customer agrees to read the General Terms and Conditions of Sale then in effect before accepting them and to confirm the terms and conditions and any delivery charges when paying for their order.

10. Order Validation

The Customer must first confirm the delivery method and then complete the delivery information required for the successful dispatch of their order: shipping country, first name, last name, telephone number, delivery address, and any other information required to process your order.

At the end of the order process described above, and after having accepted these General Terms and Conditions of Sale and Use and the Site's Privacy Policy in their entirety, click the "Pay" button.

You must carefully check the accuracy of your selection before confirming your order. Despite all efforts made to ensure that the color and pattern of the Products whose photos are displayed on the Site are faithful to the original Products, variations may occur, in particular due to technical limitations of color rendering on your computer equipment.

BADR-Clair de lune cannot be held responsible for non-substantial errors or inaccuracies in the photographs or graphic representations of the Products appearing on the Site.

Once completed, your order is transmitted to BADR-Clair de lune for processing.

The sales contract will be formed once *BADR-Clair de lune* has received the

order. *BADR-Clair de lune* will proceed with the shipment of your Product subject to the availability of the Product purchased (as provided above) and the actual payment of the Product. *BADR-Clair de lune* reserves the right not to accept an order from a customer with whom it is in dispute for a previous order, or if *BADR-Clair de lune* reasonably believes that this customer has violated these General Conditions of Sale or has engaged in fraudulent activity, or for any other legitimate reason.

The Order will only be final upon full payment of the corresponding price.

In any event, *BADR-Clair de lune* reserves the right to check the validity of the payment, before shipping the order, by any means necessary.

11. Order Acknowledgment

The contractual information relating to the order (including in particular the order number) will be confirmed by email in due time and at the latest at the time of delivery.

Any email sent to the Customer in connection with an order will be sent to the email address that the Customer uses to log in to their customer area.

Any modification to the order by the Customer after confirmation of their order is subject to the agreement of *BADR-Clair de lune*.

Pursuant to Article L. 213-1 of the French Consumer Code and Decree 2005-137 of 16 February 2005, when an order is for an amount equal to or greater than 120 Euros, *BADR-Clair de lune* retains the written record that records the contract concluded between *BADR-Clair de lune* and a Customer electronically for a period running from the conclusion of the contract until the date of delivery of the goods and for a period of ten years from this date. The Customer then has access to this document at any time, upon request made to *BADR-Clair de lune* after proof of identity at the following address contact@badr-clairdelune.com.

A summary of the Customer's order will then be sent to them by email. This summary will include the total amount of the order, information relating to the cost and delivery time, the essential characteristics, quantity and price of the Products purchased. *BADR-Clair de lune* recommends keeping this summary electronically.

It is agreed that, apart from the reimbursement of the price of the unavailable Product, if this option is requested by the Customer, BADR-Clair de lune is not liable for any cancellation compensation, unless the non-performance of the contract is personally attributable to it.

12. Invoices

Your invoice will be sent by *BADR-Clair de lune* in a shipping confirmation email.

If you would like to receive a printed version of your invoice, you can expressly request one from *BADR-Clair de lune*, within a maximum of one month from the shipment of your order.

13. Prices – Payment Instruments

13.1 Prices

Product prices are indicated in Euros, all taxes included, excluding delivery and transport costs. These prices include the value added tax (VAT) applicable in France.

Customs fees and other taxes are not included in the price, they must be paid by the Customer directly to the carrier.

Except in cases of reimbursement made (i) in the context of exercising the right of withdrawal or for (ii) lack of conformity and hidden defects, *BADR-Clair de lune* will not reimburse the VAT applied to purchases made on the Site (even in the case where the buyer, after receipt, reships the Products to a third country).

The Products are invoiced on the basis of the prices displayed on the Site at the time of placing your order, subject to availability. All orders are payable in Euros and must be paid at the time of placing your order.

In the event that certain Products ordered are unavailable, only the price and shipping costs relating to the available Products will be debited.

13.2 Payment Instruments

Payment by the Customer is made by credit card. Accepted credit cards are: Visa®, MasterCard®, American Express®, and Carte Bleue®.

In accordance with Article L. 133-8 of the French Monetary and Financial Code, the payment commitment given by means of a payment card is irrevocable. By providing their credit card information, the Customer authorizes *BADR-Clair de lune* to debit their credit card for the amount corresponding to the total price including VAT.

BADR-Clair de lune implements all means to ensure the confidentiality and security of data transmitted on the Site by using the technology of a secure payment platform. For this reason, when paying, the Customer will be directed to Stripe for the entire transaction.

To this end, the Customer confirms that they are the holder of the bank card to be debited and that the name on the bank card is indeed theirs. The Customer provides the sixteen digits and expiration date of their credit card as well as, where applicable, the cryptogram numbers.

The Customer guarantees that they have the necessary authorizations to use the chosen payment method and declares that they have read the payment methods and currencies supported by Stripe. The payment methods supported sometimes depend on third-party payment service providers who may charge additional fees and apply certain rules. The Customer must ensure that they understand and accept these rules and pricing. *BADR-Clair de lune* cannot be held responsible for malfunctions and damages related to the online payment process. Failure to debit the amounts due will result in the immediate nullity of the sale.

The bank card may be refused if it has expired, if it has reached the maximum spending amount to which the Customer is entitled, or if the data entered is incorrect.

Unless otherwise stipulated, for any late payment exceeding one month from receipt of the invoice, the Customer will be liable, without prior formal notice, for late payment interest equal to 10 times the legal rate in effect on the amount still due at that date, without prejudice to any possible compensation, under the conditions of common law, for any other damages resulting directly from this delay. To this amount will be added the fixed compensation for recovery costs of €40 per unpaid invoice in accordance with Article D. 441-5 of the French Commercial Code.

14. Retention of Title

BADR-Clair de lune remains the exclusive owner of the Products ordered on the Site until full payment has been received, including any shipping costs.

15. Delivery Terms

15.1 Delivery Area

Products purchased on the Site can only be delivered to mainland France and the island of Corsica (excluding Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, New Caledonia and the French Southern and Antarctic Territories), the Principality of Monaco, Germany (excluding Heligoland and the territory of Büsingen), Belgium, Luxembourg, the Netherlands (excluding the Netherlands Antilles and Aruba), Spain (excluding the Canary Islands, Ceuta and Melilla), Portugal (excluding the Azores and Madeira), Italy (excluding Livigno, Campione d'Italia and the national waters of Lake Lugano).

It is not possible to place an order for any delivery address located outside this delivery area. For reasons, particularly security reasons, *BADR-Clair de lune* will not process any order for which a poste restante or PO box is provided. Deliveries to forwarding companies are excluded. The Products are shipped to the delivery address you provided during the ordering process. *BADR-Clair de lune* reserves the right to request a signature and valid identification upon delivery (e.g., passport or driver's license). Shipments are then forwarded and handled by a logistics provider (Packlink Pro) who routes the packages via a carrier (such as Colissimo, Mondial Relay, UPS) to the address provided by the customer when ordering. It is therefore the customer's responsibility to check that this address does not contain any errors. *BADR-Clair de lune* cannot be held liable if the address provided by the Customer is incorrect, thus preventing or delaying delivery. The package will be presented several times over fifteen (15) days. If it could not be delivered, the package will be returned to *BADR-Clair de lune* for failure to collect under the conditions of article 16.3.

Shipping costs are those specified when finalizing the order and are accepted by validating the order.

Delivery times are announced in working days on the Site when ordering.

These times include the preparation and shipping of the order as well as the time provided by the carrier.

However, if one or more Products could not be delivered within the initially announced time, *BADR-Clair de lune* will send an email indicating the new delivery date to the Customer.

Upon delivery, the Customer may be asked to sign a receipt.

Upon delivery, it is the Customer's responsibility to check that the Products delivered comply with their order and that the package is sealed and undamaged. If this is not the case, the Customer must indicate this on the delivery slip or send an email to contact@badr-clairdelune.com.

If the Customer has not received their order after 10 working days, they should contact their office closest to the delivery location. If the latter has no trace of the package via their delivery tracking service, the Customer should send an email to the customer service of *BADR-Clair de lune*, which will open a claim file with the carrier.

16. Right of withdrawal, exchange and return

16.1 Right of Withdrawal

The Customer, a consumer within the meaning of the French Consumer Code, has a legal right of withdrawal that they may exercise under the conditions set out in Articles L. 221-18 et seq. of the French Consumer Code, if they meet the conditions set out in these provisions, without having to provide a reason and without having to pay any penalties.

It is recalled that the Customer's liability, in the event of withdrawal after use of the products, is incurred with regard to any depreciation of the products resulting from handling other than that necessary to establish the nature, characteristics, and proper functioning of these products. According to the European Commission, this handling is that which a consumer may carry out in a store, for goods offered for sale there. Furthermore, in the case of clothing, it may only be returned if it has not been worn, except for a simple fitting. It must be returned in its original packaging (containing the plastic envelope and labels).

To exercise his right and prior to any return, the Customer must notify his intention to withdraw to *BADR-Clair de lune*, within 14 days from the day of receipt of the product, using one of the following means of contact:

- Telephone number from France: +33 627470729, advisors available Monday to Friday from 9 a.m. to 7 p.m.; or by email by sending an email repeating the terms of the withdrawal

form: contact@badr-clairdelune.com.

- By sending the withdrawal form available below, completed and signed, or any unambiguous declaration, to the following address: BADR-Clair de lune - Returns Department - 54 boulevard de Vaugirard, 75015 Paris –France.

The costs of returning the products are the responsibility of the Customer. The Customer must return their product no later than fourteen (14) days following notification of their decision to withdraw.

The refund will be made no later than fourteen days from the day on which *BADR-Clair de lune* is informed of the Customer's request to exercise the right of withdrawal. However, this refund period may be deferred until BADR-Clair de lune has recovered the product or until the Customer has provided proof of shipment of the product (i.e. any means that can provide undisputed proof that the product in question was sent to BADR-Clair de lune), whichever comes first. The refund will be made using the same payment method used by the Customer for their Order, unless the Customer expressly authorizes BADR-Clair de lune to make the refund using another payment method. 16.2 Exchange In the case of a Product whose size or color does not suit the Customer or if it has a defect, the return of this Product is free of charge. The Customer must return the Products via the selected carrier.

by *BADR-Clair de lune*, within a maximum period of ten (10) days from your exchange request. In any case, no exchange may take place after a period of thirty (30) days from the Order, except in the event of a defect, the deadlines for which are specified in art. Furthermore, in the case of a garment, it may only be exchanged if it has not been worn, except for a simple fitting. It must be returned in its original packaging (containing the plastic envelope and labels).

To organize the return of the Product, the Customer must follow the instructions provided in the " Delivery and Returns " section of the Site and/or by email.

16.3 Products with personalized embroidery

Products with personalized embroidery are unique. They cannot be returned or exchanged in accordance with Article L121-21-8 of the French Consumer Code. By accepting these General Terms and Conditions of Sale, the Customer expressly acknowledges having been informed of the exchange and withdrawal procedures.

16.4 Failure to Withdraw

In the event of failure by the customer to collect the item (in the case of a customer not present when the package was delivered, failure to collect the item from the relay point or post office, etc.), the delivered package will be returned. In this case, only the Product will be refunded; shipping costs will remain the responsibility of the Customer, unless the Customer exercises their right of withdrawal in accordance with Article L. 121-20 of the French Consumer Code. If shipping costs were offered free of charge, they will be deducted from the refunded amount.

17. Legal Guarantees

Products sold by BADR-Clair de lune are subject to the legal warranty conditions set out in Articles L. 217-4 et seq. of the French Consumer Code and Articles 1641 et seq. of the French Civil Code, to the exclusion of all other warranties:

- Legal guarantee of conformity (Art. L. 217-4 et seq. of the French Consumer Code):

BADR-Clair de lune will deliver a Product that complies with the contract and is free from defects in conformity upon delivery of said Product, in the sense that the Product will be suitable for the use normally expected of a similar product and that it will have the characteristics described at the time of sale. This guarantee will only apply if the Customer requests it within two (2) years of delivery of the product. Any lack of conformity that appears within twenty-four (24) months of delivery shall be presumed to have existed at the time of delivery, unless proven otherwise.

You may choose between repair and replacement of the Product unless one of these choices is impossible or results in a manifestly disproportionate cost for BADR-Clair de lune, in which case *BADR-Clair de lune* may choose the other solution. In addition, in the event of a serious lack of conformity, you may have the price paid refunded and return the Product or keep the Product and have part of the price refunded. The repair, replacement or refund of the Product will be carried out at no cost to you and will not prevent you from being entitled to any damages.

- Legal guarantee against hidden defects (art. 1641 et seq. of the Civil Code):

BADR-Clair de lune will provide you with a Product free from hidden defects that would make it unfit for the use for which it is intended, or that would reduce this use so much that the Customer would not have purchased it, or would have paid a lower price for it, if they had not been aware of them. This warranty will only apply if the Customer makes the request within two (2) years of discovering the defect and in any case within twenty (20) years of the date of purchase.

In the event of a hidden defect, the Customer has the choice of returning the Product and receiving a refund of the price and costs incurred by the sale or keeping the Product and receiving a partial refund. In all cases, it will be up to the Customer to prove that it meets the conditions of the warranty.

In the event of a lack of conformity and hidden defects, the Customer must return the Products to *BADR-Clair de lune*.

18. Limitation of Liability

The information provided by the Customer when placing the order (in particular name and delivery address) is binding on the Customer. Thus, the liability of *BADR-Clair de lune* cannot be sought in any way in the event that an error when placing the order prevents or delays delivery/delivery.

BADR-Clair de lune cannot be held liable for non-performance of the contract due to the Customer or due to an event qualified as force majeure by the competent courts or due to the unforeseeable and insurmountable act of any third party herein.

Regardless of any possible additional contractual guarantee (commercial guarantee) which could be granted, the Products benefit from the legal guarantee of conformity provided for in Articles L. 217-4 et seq. of the Consumer Code (in particular L. 217-4 to L. 217-14 of the Consumer Code), and the guarantee of hidden defects provided for in Articles 1641 to 1649 of the Civil Code.

19. References

The Client authorizes BADR-Clair de lune to mention the Client's name and/or logo as a reference in its communication materials (brochure, website, commercial proposal, press relations, press release, press kit, internal communications, etc.).

20. Evidence Agreement

The Parties agree that all data, information, files, and any other digital elements exchanged between the parties shall constitute admissible and valid evidence, having the probative force of a private deed. The Parties undertake not to contest the admissibility, validity, or probative force of the elements in electronic format. Unless proven otherwise, these elements will be valid and enforceable between the parties under the same conditions as any document that would be established and kept in writing.

21. Applicable Law – Claim – Mediation

22.1 Applicable Law

These General Terms and Conditions of Sale are governed by and interpreted in accordance with French law.

22.2 Complaints

In the event of a dispute or complaint relating to the Order, the application, and/or interpretation of these General Terms and Conditions of Sale, the Customer may contact *BADR-Clair de lune*.

22.3 Mediation

In the event of a dispute relating to the execution of an order, if you are an end consumer, a natural person, you may use a free conventional mediation procedure or any other alternative dispute resolution procedure. In accordance with Article L. 612-1 of the French Consumer Code, you can use the AME Conso mediation service, to which we belong, free of charge: electronically <https://www.mediationconso-ame.com> or by post to AME Conso, 197 Boulevard Saint-Germain, 75007 PARIS.

The Mediation Service may be contacted for any consumer dispute which has not been resolved after a prior written complaint has been sent to *BADR-Clair de lune*. In accordance with Article 14 of Regulation (EU) No 524/2013 of 21 May 2013, you can also submit your complaint on the European Online Dispute Resolution (ODR) platform. To do this, click here. This is an official website managed by the European Commission to help consumers and professionals resolve their disputes out of court. If you wish to file a complaint on the dispute resolution platform for an order placed on the Site, please use the email address contact@badrclairdelune.com in the "What is the professional's email address?" section of the dispute resolution platform.

Recourse to mediation is an alternative mechanism that is not a prerequisite for legal action.

22. Appendix: Standard Withdrawal Form

Please complete and return this form only if you wish to withdraw from the contract.

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To the attention of: BADR-Clair de lune - Returns Department - 54 boulevard de Vaugirard, 75015 Paris – France.

I hereby notify you of my withdrawal from the contract for the sale of the item(s) below:

- Name(s) and reference(s) of the item(s):
- Ordered on:
- Received on:
- Order number:

Name of the customer who placed the order:
Address of the customer who placed the order:
Signature of the customer if notifying this paper form:
Date: