

# General conditions of sale

The present conditions of sale are concluded on the one hand by the company Black Diamond Gallery registered in the Register of Commerce and Companies of Cannes under the number 487697716 hereinafter called Black Diamond Gallery and managing the site [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online) and, on the other hand, by any person or entity wishing to proceed to a purchase via the website [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online) hereinafter called "the buyer".

## Article 1. Object

The present conditions of sale aim at defining the contractual relations between Black Diamond Gallery and the buyer and the conditions applicable to every purchase made through the website [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online). The acquisition of a product through the present site implies an acceptance without reserve by the buyer of the present conditions of sale of which the buyer recognizes to have acquainted before his order. The Black Diamond Gallery company keeps the possibility of modifying at any time these conditions of sales, in order to respect any new regulation or in order to improve the use of its site. Therefore, the applicable conditions will be those in force at the date of the order by the buyer.

## Article 2. Products

The offered products are those which appear on the site [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online) of the company Black Diamond Gallery within the limit of available stocks. The company Black Diamond Gallery reserves the right to modify at any time the assortment of products. Each product is unique, authentic and is presented on the website as a description of its main technical characteristics (use, composition, dimensions ...). The photographs are as accurate as possible but are not binding on the Seller. The sale of the products presented on the site [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online) is intended for all buyers residing in countries that fully authorize the entry of these products into their territory.

## Article 3. Prices

The prices appearing on the cards products of the Internet catalog and are prices in Euros (€) all inclusive of tax (TTC). The company Black Diamond Gallery reserves the right to modify its prices at any time, however, it is understood that the price listed in the catalog on the day of the order will be the only applicable to the buyer. The indicated prices do not include the expenses of delivery, charged in supplement of the price of the bought products according to the total amount of the order. In metropolitan France and the European Community the delivery prices are mentioned on the site, for deliveries outside the European Community an estimate will be established and submitted to the buyer prior to the purchase, for any order

greater than or equal to 10 000 euros TTC, only the method of payment by bank transfer is authorized; for any order less than 10 000 euros TTC the methods of payment by credit card and PayPal are authorized. A flat rate for shipping costs will be invoiced to the buyer in the amount of 40 euros TTC for a delivery in the European community and on estimate for a delivery outside the European community.

#### **Article 4. Order and payment terms**

- Payment by bank transfer: the buyer selects the products he wishes to order in the "basket", modifies if necessary (quantities, references...), checks the delivery address or informs a new one. Then, the shipping costs are calculated and submitted to the buyer, as well as the name of the carrier. Then, the buyer chooses the payment method of his choice: "Payment by bank transfer". Finally, the last step proposes to him to check all the information, to take knowledge and to accept the present general conditions of sale by notching the corresponding box, then invites him to validate his order by clicking on the button "Confirm my order". This last click constitutes the final conclusion of the contract. Upon validation, the buyer receives an order form confirming the registration of his order. In order to finalize his payment and to start the treatment of his order, the buyer must contact his bank in order to make the transfer corresponding to the amount of his order towards the bank account of Black Diamond Gallery whose coordinates are communicated to the buyer. As soon as the transfer is received, the order will be processed and the buyer will be informed by e-mail. The company Black Diamond Gallery will ship the products at the earliest 2 working days after receiving the transfer corresponding to the order, subject to provisions.

- Secure payment by Paypal or credit card (via the PAYPAL system): the buyer selects the products he wants to order in the "basket", modifies if necessary (quantities, references...), checks the delivery address or informs a new one. Then, the shipping costs are calculated and submitted to the buyer, as well as the name of the carrier. Then, the buyer chooses the payment method of his choice: "Payment by Paypal". The next step proposes to verify all the information, to read and accept the present general conditions of sale by checking the corresponding box, then invites him to validate his order by clicking on the button "Confirm my order". Finally, the buyer is redirected to the PAYPAL secure interface in order to safely enter his Paypal account or personal credit card references. If the payment is accepted, the order is recorded and the contract is definitively formed. The payment by Paypal account or by credit card is irrevocable. In case of fraudulent use of the card, the buyer can demand the cancellation of the payment by card, the sums paid will then be credited or returned. The responsibility of the bank card holder is not engaged if the disputed payment has been proven to have been made fraudulently, at a distance, without physical use of the card. To obtain reimbursement of the fraudulent debit and any bank charges that the transaction may have generated, the cardholder must dispute the debit in writing with his or her bank within 70 days of the transaction, or even 120 days if the contract binding him or her to the bank so provides. The amounts debited will be reimbursed by the bank within a maximum of one month after receipt of the Cardholder's written objection. The holder will not be charged for the return of the sums.

The confirmation of an order implies acceptance of these terms of sale, the recognition of having perfect knowledge of them and the renunciation to prevail oneself of one's own conditions of purchase. All the data provided and the recorded confirmation will be considered as proof of the transaction. If the buyer has an electronic address and if he

informed it on his order form, the Black Diamond Gallery company will communicate him by electronic mail the confirmation of the recording of his order.

If the buyer wishes to contact the company Black Diamond Gallery, he can do it either by email at the following address: [contact@blackdiamondgallery.online](mailto:contact@blackdiamondgallery.online) or by phone at 0033/0652135488

#### **Article 5. Reserve of property**

The company Black Diamond Gallery keeps the full and whole property of the sold products until the perfect collection of the price, in principal, expenses and taxes included.

#### **Article 6. Retraction**

According to the article L121-20 of the Code of the consumption, the buyer has a period of fourteen working days as from the delivery of their order to exercise his right of retraction and so to make return of the product to the salesman for exchange or refunding without penalty, except for the expenses of return.

#### **Article 7. Delivery**

Deliveries are made to the address indicated on the order form which can only be in the agreed geographical area. In case of damage during transport, any protest must be made to the carrier within three days of delivery.

#### **Article 8. Guarantee**

All the products supplied by the company Black Diamond Gallery are authentic and unique, benefit from the legal guarantee foreseen by the articles 1641 and following of the Civil code. In case of nonconformity of a sold product, it will be able to be turned over to the Black Diamond Gallery company which will take back it, will exchange it or will refund it. All the complaints, must be made by email to the following address: [contact@blackdiamondgallery.online](mailto:contact@blackdiamondgallery.online), within thirty days after delivery.

#### **Article 9. Responsibility**

The company Black Diamond Gallery in the process of remote sale, is held only by an obligation of means. Its responsibility cannot be engaged for a damage resulting from the use of the Internet network such as loss of data, intrusion, virus, rupture of service, or other involuntary problems.

#### **Article 10. Intellectual property**

All the elements of the site [www.blackdiamondgallery.online](http://www.blackdiamondgallery.online) are and remain the intellectual and exclusive property of the company Black Diamond Gallery Nobody is authorized to reproduce, to exploit, or to use in some title that it is, even partially, elements of the site that they are in the form of photo, logo, visual or text.

#### **Article 11. Personal data**

The Black Diamond Gallery company commits itself to preserve the confidentiality of the information provided by the buyer, that he would have to transmit for the use of some services. Any information concerning him is subjected to the provisions of the law n° 78-17 of January 6th, 1978. As such, the Internet user has a right to access, modify and delete information concerning him. He can make the request at any time by mail at the following address: [contact@blackdiamondgallery.online](mailto:contact@blackdiamondgallery.online)

#### **Article 12. Settlement of disputes**

The present conditions of remote sale are subjected to the French law. For all disputes or litigation, the competent court will be the one of Cannes (France)

