

**En vigueur au 09/06/2021**

## **ARTICLE 1 - Scope**

These General Conditions of Sale ("GTC") apply, without restriction or reservation to all sales concluded by the Seller to non-professional buyers ("The Customers or the Customer"), wishing to acquire the products. offered for sale ("The Products") by the Seller on the weareisekai.com site. The Products offered for sale on the site are as follows: Album covers called "Klody".

The main characteristics of the Products and in particular the specifications, illustrations and indications of the dimensions or capacity of the Products, are presented on the weareisekai.com site, which the customer is required to read before ordering.

The choice and purchase of a Product are the sole responsibility of the Customer.

Product offers are subject to the limit of available stocks, as specified when placing the order.

These Terms of Sales are accessible at any time on the weareisekai.com site and will prevail over any other document.

The Customer declares to have read these Terms of Sales and to have accepted them by checking the box provided for this purpose before implementing the online ordering procedure for the weareisekai.com site.

Unless proven otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Customer.

The Seller's contact details are as follows:

- ISEKAI, SASU
- Share capital of 1000 euros
- Registered with the RCS of Montauban, under the number 897 746 293 Domaine La Garenne
- Email: [contact@isekaifr.com](mailto:contact@isekaifr.com)
- Intra community VAT number FR38897746293

The Products presented on the weareisekai.com site are offered for sale for the following territories: DROM-COM, European Union, Switzerland.

In the event of an order to a country other than mainland France, the Customer is the importer of the Products concerned.

For all Products shipped outside the European Union and DOM-TOM, the price will be calculated excluding tax automatically on the invoice.

Customs duties or other local taxes or import duties or state taxes may be payable. They will be the responsibility and are the sole responsibility of the Customer.

## **ARTICLE 2 - Prices**

The Products are supplied at the prices in force appearing on the weareisekai.com site, when the order is registered by the Seller.

The prices are expressed in Euros including all taxes.

The prices take into account any reductions that would be granted by the Seller on the weareisekai.com site. These prices are firm and not subject to revision during their period of validity, but the Seller reserves the right, outside the period of validity, to modify the prices at any time. The prices do not include the costs of processing, shipping, transport and delivery, which are invoiced in addition, under the conditions indicated on the site and calculated before placing the order. The payment requested from the Customer corresponds to the total amount of the purchase, including these costs. An invoice is established by the Seller and given to the Customer upon delivery of the Products ordered.

### **ARTICLE 3 – Order**

It is up to the Customer to select on the weareisekai.com site the Products they wish to order, according to the following modalities:

The Customer chooses a Product that they put in his basket, a Product that they can delete or modify before validating their order and accepting these general conditions of sale. They will then enter their details and choose the delivery method. After validation of the information, the order will be considered final and will require payment from the Customer according to the terms provided.

Product offers are valid as long as they are visible on the site, within the limits of available stocks.

The sale will only be considered valid after full payment of the price. It is the Customer's responsibility to verify the accuracy of the order and to report any errors immediately.

Any order placed on the weareisekai.com site constitutes the formation of a contract concluded at a distance between the Customer and the Seller.

The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

The Customer will be able to follow the progress of his order on the site.

### **ARTICLE 4 - Payment Terms**

The price is paid by secure payment, according to the following terms:

- payment by credit card

The price is payable in cash by the Customer, in full on the day the order is placed.

Payment data is exchanged in encrypted mode using the protocol defined by the approved payment service provider for banking transactions carried out on the weareisekai.com site.

Payments made by the Customer will only be considered final after actual receipt by the Seller of the sums due.

The Seller will not be required to deliver the Products ordered by the Customer if the latter does not pay him the full price under the conditions indicated above.

### **ARTICLE 5 - Deliveries**

The Products ordered by the Customer will be delivered in mainland France or in the following zone(s):

Overseas France, European Union, Switzerland.

Deliveries are made within 5 working days in France, 6 working days in the European Union and 11 working days in Overseas France to the address indicated by the Customer when ordering on the site.

Delivery consists of the transfer to the Customer of physical possession or control of the Product. Except in special cases or unavailability of one or more Products, the Products ordered will be delivered in one go.

The Seller undertakes to make its best efforts to deliver the products ordered by the Customer within the deadlines specified above.

If the Products ordered have not been delivered within 14 days after the indicative delivery date, for any reason other than force majeure or the Customer's fault, the sale may be canceled at the Customer's written request within conditions provided for in Articles L 216-2, L 216-3 and L241-4 of the Consumer Code. The sums paid by the Customer will then be returned to him at the latest within fourteen days following the date of termination of the contract, to the exclusion of any compensation or withholding.

Deliveries are made by an independent carrier, to the address mentioned by the Customer when ordering and which the carrier can easily access.

When the Customer is responsible for calling on a carrier that he himself chooses, delivery is deemed to have been made as soon as the Products ordered by the Seller are handed over to the carrier who has accepted them without reservations. The Customer therefore acknowledges that it is the carrier who is responsible for making the delivery and has no recourse in warranty against the Seller in the event of failure to deliver the goods transported.

In the event of a specific request from the Customer concerning the conditions of packaging or transport of the products ordered, duly accepted in writing by the Seller, the related costs will be the subject of a specific additional invoicing, on an estimate previously accepted in writing by the customer.

The Customer is required to check the condition of the products delivered. He has a period of 15 days from delivery to formulate complaints by email or via the contact form available on the website, accompanied by all the relevant supporting documents (photos in particular). After this period and failing to comply with these formalities, the Products will be deemed to comply and free from any apparent defect and no complaint can be validly accepted by the Seller.

The Seller will reimburse or replace as soon as possible and at its expense, the Products delivered whose defects of conformity or apparent or hidden defects have been duly proved by the Customer, under the conditions provided for in Articles L 217-4 et seq. Consumer Code and those provided for in these General Conditions of Sales .

The transfer of the risks of loss and of deterioration relating thereto, will only be carried out when the Customer takes physical possession of the Products. The Products therefore travel at the risk and peril of the Seller, except when the Customer himself has chosen the carrier. As such, the risks are transferred when the goods are handed over to the carrier.

## **ARTICLE 6 - Transfer of ownership**

The transfer of ownership of the Products from the Seller to the Customer will only be carried out after full payment of the price by the latter, regardless of the date of delivery of said Products.

#### **ARTICLE 7 - Right of retractation**

According to the terms of Article L221-18 of the Consumer Code "

For contracts providing for the regular delivery of goods during a defined period, the period starts from the receipt of the first good. "

The right of withdrawal can be exercised online, using the attached withdrawal form and also available on the site or any other declaration, unambiguous, expressing the desire to withdraw and in particular by mail addressed to the Seller at the postal or email address indicated in ARTICLE 1 of the GTC.

Returns must be made in their original condition and complete (packaging, accessories, instructions, etc.) allowing their remarketing in new condition, accompanied by the purchase invoice.

Damaged, soiled or incomplete Products are not taken back.

The return costs remain the responsibility of the Customer.

The exchange (subject to availability) or reimbursement will be made within 14 days of receipt by the Seller of the Products returned by the Customer under the conditions provided for in this article.

#### **ARTICLE 8 - Seller's liability - Guarantees**

The Products supplied by the Seller benefit from:

- the legal guarantee of conformity, for defective, damaged or damaged Products or not corresponding to the order
- the legal guarantee against hidden defects resulting from a material, design or manufacturing defect affecting the delivered products and rendering them unfit for use

Provisions relating to legal guarantees:

Article L217-4 of the Consumer Code

"The seller is required to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of conformity resulting from the packaging, assembly instructions or installation when this has been charged to it by the contract or has been carried out under its responsibility. "

Article L217-5 of the Consumer Code

"The good is in accordance with the contract:

1 ° If it is suitable for the use usually expected of a similar good and, if applicable:

- if it corresponds to the description given by the seller and has the qualities that the latter presented to the buyer in the form of a sample or model;

- if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling;

2° Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted.

Article L217-12 of the Consumer Code

"The action resulting from the lack of conformity lapses two years after delivery of the goods. "

Article 1641 of the Civil Code.

"The seller is bound by the warranty for hidden defects in the item sold which make it unfit for the use for which it is intended, or which reduce this use so much that the buyer has not acquired it, or would have given a lower price, if he had known them. "

Article 1648 paragraph 1 of the Civil Code

"The action resulting from crippling defects must be brought by the purchaser within two years from the discovery of the defect. "

Article L217-16 of the Consumer Code.

« When the buyer asks the seller, during the course of the commercial guarantee which was granted to him during the acquisition or repair of movable property, a repair covered by the guarantee, any period of immobilization of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the buyer's request for intervention or the provision for repair of the property in question, if this provision is subsequent to the request for intervention. »

In order to assert his rights, the Customer must inform the Seller, in writing (email or letter), of the non-conformity of the Products or of the existence of hidden defects from their discovery.

The Seller will reimburse, replace or have repaired the Products or parts under warranty deemed non-compliant or defective.

Shipping costs will be reimbursed on the basis of the invoiced price and return costs will be reimbursed on presentation of supporting documents.

Refunds, replacements or repairs of Products deemed to be non-compliant or defective will be made as soon as possible and at the latest within 30 days of the Seller's finding of the lack of conformity or the hidden defect. This reimbursement can be made by bank transfer or check.

The Seller's liability cannot be engaged in the following cases:

- non-compliance with the legislation of the country in which the products are delivered, which it is up to the Customer to verify.
- in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the Product, accident or force majeure.
- The photographs and graphics presented on the site are not contractual and cannot engage the responsibility of the Seller.

- The Seller's guarantee is, in any event, limited to the replacement or reimbursement of non-conforming Products or those affected by a defect.

## **ARTICLE 9 - Personal Data**

The Customer is informed that the collection of his personal data is necessary for the sale of the Products by the Seller as well as their transmission to third parties for the purpose of delivering the Products. These personal data are collected only for the execution of the sales contract.

### **9.1 Collection of personal data**

The personal data that is collected on the weareisekai.com site are as follows:

#### **Ordering Products:**

When ordering Products by the Customer:

Names, first names, postal address, telephone number and e-mail address.

#### **Paiement :**

As part of the payment for the Products offered on the weareisekai.com site, it records financial data relating to the Customer / user's bank account or credit card.

### **9.2 Recipients of personal data**

Personal data is reserved for the sole use of the Seller and its employees.

### **9.3 Data controller**

The data controller is the Seller, within the meaning of the Data Protection Act and as of May 25, 2018 of Regulation 2016/679 on the protection of personal data.

### **9.4 Limitation of processing**

Unless the Customer expresses his express consent, his personal data is not used for advertising or marketing purposes.

### **9.5 Data retention period**

The Seller will keep the data thus collected for a period of 5 years, covering the period of limitation of the applicable contractual civil liability.

### **9.6 Security and confidentiality**

The Seller implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Seller cannot guarantee the security of the transmission or storage of information on the Internet.

## **9.7 Implementation of the rights of Customers and users**

In application of the regulations applicable to personal data, Customers and users of the weareisekai.com site have the following rights:

They can update or delete their data as follows:

- by email: [contact@isekaifr.com](mailto:contact@isekaifr.com)

They can delete their account by writing to the email address indicated in article 9.3 "Data controller"

They can exercise their right of access to know their personal data by writing to the address indicated in Article 9.3 "Data Controller"

If the personal data held by the Seller is inaccurate, they may request the updating of the information of the information by writing to the address indicated in Article 9.3 "Data Controller"

They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in Article 9.3 "Controller"

They can also request the portability of data held by the Seller to another service provider.

Finally, they can object to the processing of their data by the Seller

These rights, as long as they do not preclude the purpose of the processing, can be exercised by sending a request by mail or by e-mail to the Data Controller whose contact details are indicated above.

The data controller must provide a response within a maximum of one month. In the event of refusal to comply with the Customer's request, the latter must be motivated.

The Customer is informed that in the event of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or seize a judicial authority.

The Customer may be invited to tick a box under which he agrees to receive informative and advertising emails from the Seller. He will always have the possibility to withdraw his agreement at any time by contacting the Seller (contact details above) or by following the unsubscribe link.

## **ARTICLE 10 - Intellectual property**

The content of the weareisekai.com site is the property of the Seller and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

## **ARTICLE 11 - Applicable law - Language**

These GTC and the operations resulting from them are governed and subject to French law.

These T & Cs are written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

## **ARTICLE 12 - Disputes**

For any complaint, please contact customer service at the Seller's postal or email address indicated in ARTICLE 1 of these GTC.

The Customer is also informed that he can also use the Online Dispute Resolution (ODR) platform:  
<https://webgate.ec.europa.eu/odr/main/index.cfm?Event=main.home.show>

All disputes to which the purchase and sale transactions concluded pursuant to these GTCs and which have not been the subject of an amicable settlement between the seller or by mediation, will be submitted to the competent courts under the conditions of law. common.

Date: September 06, 2021