

Terms and Conditions of Sale

Seller Identification: Chœur de Pierres

Legal Form: French Sole Proprietorship (Entreprise Individuelle)

SIRET Number: 100 866 052 00010

Registered Office: 6 rue du Petit Château, 60200 Compiègne, France

Telephone: +33 (0)6 35 13 69 53

Email: contact@choeurdepierres.com

Website: <https://choeurdepierres.com/en/>

1. Purpose

These Terms and Conditions of Sale (hereinafter the "**Terms**") govern the sale of products between Chœur de Pierres and any customer placing an order through the brand's website.

Any order placed on the website constitutes the customer's unconditional acceptance of these Terms.

2. Products

The products offered are stone luminaires, crafted in limited series from stone sourced from the La Croix-Huyart quarry, selected for the reconstruction of Notre-Dame Cathedral in Paris.

Each piece is crafted from a natural material. Consequently, variations in colour, texture, veining, fossil inclusions and minor surface irregularities may occur from one piece to another. These characteristics are inherent to natural stone, reflect its authenticity and shall not be considered defects or grounds for complaint.

The photographs, descriptions, dimensions and weights displayed on the website are presented with the utmost care to reflect the products as accurately as possible. They are, however, provided for information purposes only. Minor variations may occur without affecting the essential characteristics or conformity of the product.

3. Prices

Product prices are displayed on the website in euros (€), including all applicable taxes (VAT included).

Applicable shipping costs are specified to the customer before the order is finally confirmed.

For deliveries outside the European Union, customs duties, import taxes, customs clearance fees, handling charges or any other fees imposed by the relevant authorities or the carrier may apply. Such charges are beyond the control of Chœur de Pierres and remain the responsibility of the customer.

Chœur de Pierres reserves the right to modify its prices at any time. However, products shall be invoiced on the basis of the prices in force at the time the order is confirmed.

4. Orders

Any order placed through the website constitutes full and unconditional acceptance of these Terms and Conditions of Sale.

Chœur de Pierres reserves the right to refuse or cancel any order in the event of a previous dispute with the customer, non-payment of a previous order, fraud or attempted fraud, or for any other legitimate reason.

5. Payment

Payment may be made by credit or debit card through a secure payment platform or by bank transfer.

An order shall be deemed final upon receipt of payment by Chœur de Pierres. An order confirmation will then be sent to the customer by email.

6. Delivery

Products are dispatched from France by a carrier providing shipment tracking and delivery against signature.

Products that are in stock are generally prepared and dispatched within ten (10) business days following receipt of payment.

Where a product is indicated as crafted to order, the estimated production time is specified on the relevant product page before the order is confirmed. This production time is additional to the shipping time.

Production times are provided for information purposes only. They may exceptionally be extended, particularly in the event of high demand, supply difficulties affecting certain suppliers, or any other circumstance beyond the Seller's reasonable control. The customer will be informed as soon as reasonably possible.

Estimated delivery times are communicated to the customer when the order is placed and depend on the selected carrier.

Shipping charges are as follows:

- France: Free delivery;
- European Union: Flat rate of €40;
- United Kingdom and Switzerland: Flat rate of €50.

In accordance with applicable law, products remain at the risk of Chœur de Pierres until they are physically delivered to the customer or to a third party designated by the customer. In the event of loss or damage occurring during transport, Chœur de Pierres shall take the necessary steps with the carrier and offer the customer an appropriate solution.

The customer is responsible for providing a complete and accurate delivery address. Any additional shipping costs resulting from an incorrect or incomplete address provided by the customer may be charged to the customer.

7. Receipt of the Products

Upon delivery, the customer is invited to inspect the condition of both the package and the product in the presence of the carrier whenever possible.

In the event of any apparent damage (damaged package, broken product or missing item), the customer is invited to record any appropriate reservations with the carrier and to contact Chœur de Pierres as soon as possible, enclosing photographs of both the package and the product concerned.

These steps help facilitate the processing of the claim and the opening of a file with the carrier.

8. Right of Withdrawal

In accordance with the provisions of the French Consumer Code, the customer has a period of fourteen (14) days from receipt of the product to exercise the right of withdrawal without having to provide any reason.

The right of withdrawal may be exercised by means of any unequivocal statement expressing the customer's decision to withdraw from the contract, including by using the withdrawal form available at the following address: <https://choeurdepierres.com/en/withdrawal-form/>.

The product must be returned:

- in perfect condition;
- in its original packaging;
- together with all accessories and documents supplied upon delivery.

The return of the product shall be governed by the provisions of Article 9 of these Terms and Conditions of Sale.

9. Returns and Refunds

The cost of returning the product shall be borne by the customer, except in the cases referred to in the final paragraph of this Article.

The customer is free to choose the carrier of their choice. The use of a tracked and insured shipping service appropriate to the value of the product is strongly recommended.

In the event of loss, theft or damage occurring during the return shipment, Chœur de Pierres shall not be required to issue a refund if the product is not received or if it is received in a condition that no longer allows it to be offered for sale.

Following receipt and inspection of the returned product or, failing that, upon receipt of proof that the product has been dispatched by the customer, the refund shall be processed as soon as possible and, in any event, no later than fourteen (14) days, using the same means of payment as that used for the original transaction, unless the customer expressly agrees to another method of reimbursement.

In accordance with the French Consumer Code, Chœur de Pierres reserves the right to apply a reduction in the refund amount corresponding to any depreciation in the value of the product

resulting from handling other than that necessary to establish its nature, characteristics and proper functioning.

If the product is defective or does not conform to the order, the customer is invited to contact Chœur de Pierres as soon as possible.

Once the defect or lack of conformity has been confirmed, Chœur de Pierres shall arrange the return of the product and bear the transportation costs as well as the insurance of the returned parcel.

10. Legal Guarantees

The products are covered by the statutory legal guarantee of conformity provided for in Articles L.217-3 et seq. of the French Consumer Code, as well as the legal warranty against hidden defects provided for in Articles 1641 et seq. of the French Civil Code.

11. Liability

Chœur de Pierres shall not be held liable for any damage resulting from improper use of the product, modification of the product, inadequate maintenance, or use contrary to the instructions and recommendations provided.

Subject to mandatory legal provisions, Chœur de Pierres shall not be liable for any indirect, consequential or non-material damages arising from the use of the product.

12. Force Majeure

Chœur de Pierres shall not be held liable for any failure or delay in performing its obligations where such failure or delay results from an event of force majeure within the meaning of Article 1218 of the French Civil Code.

Force majeure events include, but are not limited to, natural disasters, fires, strikes, pandemics, armed conflicts, decisions of public authorities, disruptions to transportation networks, or any other event beyond the reasonable control of Chœur de Pierres preventing the normal performance of its obligations.

13. Personal Data

The collection and processing of personal data are described in the Privacy Policy, which is available at any time on the website.

14. Dispute Resolution

In the event of a complaint, the customer is invited to contact Chœur de Pierres first in order to seek an amicable resolution.

In accordance with the provisions of the French Consumer Code relating to consumer dispute mediation, if the customer has first submitted a written complaint to Chœur de Pierres and has not received a satisfactory response, the customer may refer the matter, free of charge, to the following consumer mediator:

CM2C
49 rue de Ponthieu
75008 Paris
France

Telephone: +33 (0)1 89 47 00 14

Website: <https://www.cm2c.net/declarer-un-litige.php>

Email: litiges@cm2c.net

The mediator may only be contacted after the customer has first submitted a written complaint to Chœur de Pierres.

If no amicable settlement can be reached, the dispute shall be submitted to the competent French courts in accordance with applicable law.

15. Intellectual Property

All elements comprising the Chœur de Pierres website, including, without limitation, texts, photographs, visuals, logos, graphics, designs, content and, more generally, any element protected by intellectual property laws, are the exclusive property of Chœur de Pierres or are used under licence or with the permission of their respective rights holders.

Any reproduction, representation, distribution, adaptation or use, whether in whole or in part and by any means whatsoever, without the prior written consent of Chœur de Pierres, is strictly prohibited.

The Chœur de Pierres trademark, registered with the French National Institute of Industrial Property (INPI), together with all associated distinctive signs, shall remain the exclusive property of their owner.

16. Partial Invalidity

Should any provision of these Terms and Conditions of Sale be held to be null, invalid or unenforceable by a court decision or pursuant to any applicable legal or regulatory provision, the remaining provisions shall remain in full force and effect.

17. Governing Law

These Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of France.