

## **General Distance Selling Sales Conditions for Private Individuals**

The present conditions exclusively govern distance selling to private individuals by the company GASTON MERCIER DÉVELOPPEMENT, of equipment for horsemen and horses, as well as associated items such as ergonomic chairs, maintenance equipment, and used equipment. These conditions apply to the exclusion of all other conditions, notably those in force for sales in stores.

### ***Article 1 – Price***

1.1 – The prices of our articles are indicated in **Euros**, tax inclusive (VAT + other tax) for shipping within the **European Union, not including participation to order processing fees, shipping and handling** (see Deadlines and costs).

1.2 – For all articles shipped **outside the European Union and French Overseas Territories**, the prices will be calculated, **tax not included**, automatically on the invoice. Custom duties and other local taxes or import duties or state taxes are likely to be claimed. These duties and amounts are not the responsibility of the company GASTON MERCIER DÉVELOPPEMENT. They are your sole responsibility, in terms of declaration as well as payment to the authorities or competent bodies in the relevant country. We advise you to inquire about these aspects with your local authorities.

1.3 – The company GASTON MERCIER DÉVELOPPEMENT reserves the right to modify its prices at any moment but the articles will be invoiced on the basis of prices in force at the moment of your Order Form. We recommend you regularly check the prices in force on the Internet site under the **tab “Order Online”**.

1.4 – The articles remain the property of the company GASTON MERCIER DÉVELOPPEMENT until price paid in full.

### ***Article 2 - Order***

On the Internet: [www.selles-gastonmercier.com](http://www.selles-gastonmercier.com), using the **Order Form** at your disposition, and returning it by email to: [odile@selles-gastonmercier.com](mailto:odile@selles-gastonmercier.com) or by the postal service at: Gaston Mercier Développement, Mas de Vinaigre, 12780 Saint Léons - France

You may also place an order:

\* By telephone: +33 (0) 5 65 47 60 98 (price of a phone call to a fixed line)

From Monday to Thursday from 9:00 to 12:15 and 1:30 to 6:00 and on Friday before 5:00pm.

\* By fax: +33 (0) 5.65.47.66.71

The contractual information is presented in French, English and Spanish and will be confirmed with a summary of the contractual information, at the latest upon your order validation (upon reception of the instalment or total payment cashed upon delivery).

### ***Article 3 - Validation***

You acknowledge being aware and having accepted the General Sales Conditions before making your order. Validating your order implies acceptance of these General Sales Conditions.

Unless proved otherwise, the date recorded by the company GASTON MERCIER DÉVELOPPEMENT constitutes the proof of all transactions carried out by the company GASTON

MERCIER DÉVELOPPEMENT and its clients.

#### ***Article 4 - Availability***

Our articles are available as long as they are visible on the site, within the limit of available stock and not including specific promotional offers mentioned on the site. Should an article be unavailable after having already placed your order, we will inform you by email, stipulating the time required to renew the stock of this particular article. Your order may be automatically cancelled and your bank account will not be debited. For your information, the debit is only done upon the package being sent.

#### ***Article 5 – Delivery***

##### **5.1 – General points**

The articles are delivered to the delivery address indicated on the order form. The delivery deadline date corresponds:

- to the shipping time (about 5 days for available articles), where is also included
- the order processing and routing times.

When you order several articles at the same time and there are different delivery dates, the delivery date of the order is based on the most remote date. Nevertheless, the company GASTON MERCIER DÉVELOPPEMENT reserves the possibility of splitting up the various shipments. The processing and shipping fees will only be invoiced once.

In the event of late delivery, an email will inform you of a potential consequence on the delivery deadline you were indicated. In the event of late delivery, we will arrange, by email, another delivery date. In all cases, pursuant to the legal provisions, in the event of late delivery of more than 7 days, you have the right to cancel your order within a 60 open-day deadline. In this case, if you have received the article (s), after your cancelling, we will reimburse you for the article (s) and for the one-way shipping, upon receiving the article (s) by our company, in total and in its original state.

We also recommend you contact the Client Service for any queries or in the event of a problem.

If paid by credit card and with split deliveries, only the amount the articles sent is debited.

If paid by check, the order will be sent upon our company receiving the check.

##### **5.2 - Reservations**

You must notify the shipper and the company GASTON MERCIER DÉVELOPPEMENT of any reservations regarding the delivered article (for example: damaged package, already open ...). According to the situation defined in article 9 below, you may benefit from these exchange possibilities or reimbursement of this article.

##### **5.3 - Shippers**

For any shipment in France and in other European Union member states, your package is ensured transportation by the company EXAPAQ (<http://www.exapaq.com>).

The company EXAPAQ proposes a free package traceability service for your order, called EXA-TRACE, allowing you to follow its sending progression 7 days a week, 24/24, by entering your Exapass no. which may be sent to you upon shipment.

For any shipment Outside the European Union, either the company UPS (<http://www.ups.com>) ensures your package transport or the company DHL (<http://www.dhl.com>) depending on the price quotes.

Each of these companies has its own online package traceability service 7 days a week, 24/24.

#### 5.4 – Shipping fees

**Shipping fees** of your package will be invoiced by a **fixed amount** regrouping the order processing fees for your order and shipping fees.

The following scale will be used according to the articles ordered and to the delivery country:

<i>Total of order</i>	<i>FRANCE</i>	<i>E.U.</i>	<i>Other Country</i>
< 50,00 €	3,50 €	7,00 €	Contact us
from 50 to 100,00 €	7,90 €	18,00 €	
from 100 to 150,00 €	12,00 €	25,00 €	
from 150 to 500,00 €	FREE	35,00 €	
from 500 to 2000,00 €	FREE	50,00 €	
> 2000,00 €	FREE		

#### **Article 6 - Payment**

##### 6.1 – Payment methods

Your purchases may be paid:

- by credit card: CB, Visa, MasterCard

Your card will only be debited when your order is shipped.

- by bank transfer:

Required banking information:

Bank code (location)	Bank sort code	Account number	RIB key
30077	01502	0000250130M	38

Bank address: SMC MILLAU

IBAN	FR98 3007 7015 0200 0025 0130 M38
SWIFT ADDRESS	SMCTFR2AXXX

Name on account	SARL GASTON MERCIER DÉVELOPPEMENT Le Mas de Vinaigre 12780 Saint-Léons
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- by a bank check

**If paying by bank check, it must be issued from a bank within France or in Monaco.**

The check is only cashed upon reception of the delivery.

For the company GASTON MERCIER DÉVELOPPEMENT to better process your order the check should be sent to the company GASTON MERCIER DÉVELOPPEMENT Mas de Vinaigre 12780 Saint Léons – FRANCE

### ***Article 7 – Satisfied or money back in 10 days – Right of withdrawal***

7.1 – Pursuant to the legal provisions in force, you have a 7-day time period counting from the reception of your articles to exercise your right to withdraw from the company GASTON MERCIER DÉVELOPPEMENT without having to justify your reasons or paying a penalty fee.

In the event of a right of withdrawal within the deadline mentioned above, only the price of the article (s) bought and the shipping fees will be reimbursed. The return fees remain at your expense.

Returns must be sent in their original state and in full (packaging, accessories, manual ...) allowing this article to be re-marketed in a new, unused state, and accompanied by a copy of the purchasing invoice for an organized fulfilment process.

#### 7.2 – Return address

Gaston Mercier Développement  
Mas de Vinaigre  
12780 Saint-Léons  
France

### ***Article 8 – Conformity of articles***

We undertake to reimburse you or exchange any articles visibly defective, worn, or damaged articles or any not corresponding to your order. In this event, we ask you please draw-up a written, detailed list and send us back the article (s). The company GASTON MERCIER DÉVELOPPEMENT will proceed, at your discretion, with the exchange or reimbursement of your articles. We will reimburse the shipping fees on the basis of invoiced price and the return costs will be reimbursed upon presentation of receipt. In all events, you will benefit from legal conformity guarantees and latent defects, and this, in compliance with the legal provisions in force.

The stipulations of this article do not prevent you from benefiting from the withdrawal right defined in article 7.

### ***Article 9 - Reimbursement***

The reimbursement of articles in the hypotheses mentioned in articles 7 and 8 will be carried out without delay and at the latest, 30 days following the date when this right was exercised. The reimbursement will be carried out upon proposition by the company GASTON MERCIER DÉVELOPPEMENT by credit to a the client's bank account or by a bank check addressed in the

name of the client having made the order and to the billing address, should the client have chosen another method of reimbursement. However, it is stipulated in the event of payment in full, or partially, by gift vouchers, that they may be reimbursed neither in cash, nor by check, nor by bank card. The reimbursement of purchases made by gift vouchers may only be done in the form of different gift vouchers for the identical amount as that paid out. No cash on delivery agreements are possible, regardless the reason.

### ***Article 10 – Client Service***

For any information or queries, our client service is at your disposition:

To make an order by telephone: +33 (0) 5 65 47 60 98 from Monday to Thursday from 9:00 to 12:15 and from 1:30 to 6:00 and on Friday before 5:00 in the afternoon.

Fax: +33 (0) 5.65.47.66.71

Contact form: Customer service

### ***Article 11 – Intellectual property***

11.1 – All the texts, comments, elements, work illustrations and images of the articles represented on the site of the company GASTON MERCIER DÉVELOPPEMENT are strictly reserved in accordance with the author rights as well as in accordance to the intellectual property for the whole world. In this regards and in compliance with the provisions of the intellectual property code, only the private usage subject to different, or more restrictive provisions, is authorized. Any copy or representation, in full or partially of the site of the company GASTON MERCIER DÉVELOPPEMENT or of all or some of the elements found on the site of the company GASTON MERCIER DÉVELOPPEMENT is strictly forbidden.

### ***Article 12 - Responsibility***

The articles proposed are in compliance with the French legislation in force. The company GASTON MERCIER DÉVELOPPEMENT shall in no way be held responsible in the event of non-respect of the legislation in the country where the article is delivered. It is your responsibility to check with the local authorities regarding the import possibilities or the usage of articles or services which you envisage ordering.

The photos are communicated by way of illustration. We suggest that you report to each product's description to see its precise characteristics, and in case of doubt, or if you wish further information, please contact us: +33 (0) 5 65 47 60 98. The company GASTON MERCIER DÉVELOPPEMENT is only liable for the content pages it publishes.

### ***Article 13 – Applicable law - Disputes***

The present contract is governed by French law.

The language of the present contract is in French.

In case of dispute, only the French courts are competent.

### ***Article 14 – Specific information***

The information and data regarding you are required for processing your order and for our sales relations. They may be transferred to companies contributing to these relations such as those in charge of carrying out the services and orders for their management, execution, processing and payment. This information and data is also kept for security ends, in order to respect the legal and

regulatory obligations and also to allow us to improve and personalize the services which we propose you and the information which we send you.

In compliance with the Data Protection Act from January 6, 1978, you have an access, modification and opposition right to your own personal data. You only need to write us by the Client Service online, or by post to Gaston Mercier Développement, Mas de Vinaigre, 12780 Saint Léons - France, clearly indicating your family name, first name, email address, and if possible your client number. Pursuant to the regulations in force, your request must be signed and accompanied by photocopied personal ID showing your signature, and stipulate the correct mailing address for receiving an answer. An answer will be sent within the 2 following months from the reception of the request.

Depending on your choices selected when opening your account, you are likely to receive offers from our company. If you would like to stop receiving this information, you can merely formulate a precise request using the link found at the bottom of our newsletter.

Our website is also designed to take special care of our clients. This is one of just many reasons why we use cookies. The cookie's purpose is to report your passage on our website. The company GASTON MERCIER DÉVELOPPEMENT uses cookies only with the aim of improving the personalized service meant for you.

The company GASTON MERCIER DÉVELOPPEMENT subscribes to the professional code of the Distance Selling Trade Association and undertakes to respect the Profession Charter.