

The company "GARRO ÉDITIONS" is a significant player in the decoration and design market, particularly for top-of-the-range furnishing fabrics (hereinafter "GARRO ÉDITIONS"). GARRO ÉDITIONS designs and produces furnishing fabrics and other decorative items in small or limited series (hereinafter the "Products") to consumer customers within the meaning of the Consumer Code (hereinafter the "Customer(s)") through its e-commerce website: <https://www.garro-editions.com> (hereinafter the "Website").

ARTICLE 1 LEGAL NOTICE

The contact details of GARRO ÉDITIONS société par actions simplifiée with a share capital of 1 315.71 €, registered at the Trade and Companies Register of Paris, under number 922 502 042 (Intra-Community VAT number: FR11922502042) whose registered office is at 67 rue Saint Jacques PARIS 5 (75005) are commande@garro-editions.com.

ARTICLE 2 SCOPE OF APPLICATION - CAPACITY

The Terms and Conditions of Sale ("T&CS") are binding on the Customer, who declares to have read and accepted the rights and obligations associated with them. Any duly validated order on the Website www.garro-editions.com and through direct sales implies full and unconditional acceptance of these T&CS and, where applicable, the specific conditions related to one or more products or orders.

The Products are exclusively intended to be sold to end consumers, individuals or non-professional corporate clients. Therefore, the Customer asserts that they are acting in this capacity and have no intention nor the right to resell the Products for commercial purposes.

The General Terms and Conditions of Sale (T&CS) are permanently accessible on the Website under the "Terms and Conditions of Sale."

The T&CS are systematically presented to the Customer before any order and during order registration.

When placing an order, clicking the "I have read and accepted the Terms and Conditions of Sale" button signifies the Customer's consent to apply to these T&CS in their entirety and without reservation.

Considering potential changes to the Website, GARRO ÉDITIONS reserves the right to adapt or modify these T&CS at any time. Therefore, GARRO ÉDITIONS encourages the Customer to review the T&CS before placing any new order. The T&CS and the prices in effect at the time of the order will apply to all orders placed from their publication date. The Customer declares to be legally capable, meaning they have reached the legal age and are not under guardianship or curatorship.

Customers are reminded that they are forbidden to purchase for resale, as defined by Article L.110-1 of the Commercial Code.

These General Terms and Conditions of Sale are the exclusive property of GARRO ÉDITIONS. Any reproduction, even partial, is strictly prohibited.

ARTICLE 3 CONDITIONS OF ACCESS

Access to the Website is open and accessible to any user with internet access. All costs associated with access, whether hardware, software, or internet access fees, are solely the user's responsibility. The user is solely responsible for adequately functioning their computer equipment and internet access.

The Website is accessible 24/7.

Due to the nature and complexity of the internet network, including its technical performance and response times for consulting, querying, or transferring information data, GARRO ÉDITIONS makes its best efforts, under industry standards, to allow access and use of the Website and the services offered. However, GARRO ÉDITIONS cannot guarantee absolute accessibility or availability of the Website.

Without notice or compensation, GARRO ÉDITIONS reserves the right to close the Website or access one or more services temporarily, especially for updates, maintenance operations, modifications, or changes to operational methods, servers, and accessibility hours, without this list being exhaustive. GARRO ÉDITIONS reserves the right to add to or modify, at any time, the Website and the services available based on technological developments.

It is the user's responsibility to ensure the evolution possibilities of the computer and transmission means at their disposal so that these means can adapt to the evolution of the Website.

ARTICLE 4 SELECTION, CONFORMITY, WARRANTIES, AND CONDITIONS OF USE OF PRODUCTS

The Customer selects the Products in real-time on the Website at the time of the order.

Unless otherwise agreed by the Parties, GARRO ÉDITIONS does not intervene in the selection of Products, the assessment of the Customer's needs, and the suitability of the Products for their needs or those of a third-party user. GARRO ÉDITIONS makes conscious decisions to reduce waste, use environmentally friendly materials, and source locally whenever possible. The Products are intended for residential interiors.

GARRO ÉDITIONS does not guarantee the Product's suitability for specific purposes, its use with other materials, suitability for installation on particular surfaces, or compliance with national standards and/or technical requirements unless confirmed in writing.

Photographs illustrating the Products of de GARRO ÉDITIONS may appear slightly different from reality due to the settings of the Customer's screen and the lighting during shooting. GARRO ÉDITIONS recommends that the Customer order a sample via the dedicated form on www.garro-editions.com/samples for a better understanding of the Product. Under no circumstances may these differences be interpreted as defects in conformity, lead to the cancellation of the sale or incur the liability of GARRO ÉDITIONS.

Furthermore, it should be specified that the Products sold on the Website comply with the regulations in force in France. GARRO ÉDITIONS' liability cannot be incurred in the event of non-compliance with the legislation of the country in which the Products are delivered, which is the responsibility of the Customer to verify.

GARRO ÉDITIONS offers no warranty, express or implied, in fact or in law, regarding any Product provided under these terms, including, but not limited to, any implied warranty of quality, merchantability, fitness for a particular purpose, performance, or non-infringement. However, GARRO ÉDITIONS remains liable for the lack of conformity of the goods or the provision of a service under the conditions provided for in Articles L.217-4 and following of the Consumer Code and hidden defects of the thing sold under the conditions provided for in Articles 1641 and following of the Civil Code.

When the Customer acts within the framework of the legal warranty of conformity:

It has a period of two years from the delivery of the goods to take action,

It can choose between repairing or replacing the goods, subject to the cost conditions provided for in Article L. 217-9 of the Consumer Code;

It is exempted from providing proof of the existence of the lack of conformity of the goods during the twenty-four months.

The Customer may decide to implement the warranty against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, the Customer can choose between cancelling the sale or reducing the sale price in accordance with Article 1644 of the Civil Code.

It is specified that the Customer must maintain the Product in the best possible way, as indicated for informational purposes in the Product specifications on www.garro-editions.com. GARRO ÉDITIONS may modify the characteristics of its Products without the catalogue and prices being opposed to it. In any case, no warranty will apply in the following cases:

The discoloration, alteration, or any modification or deterioration of aspects due to:

- excessive action of natural or artificial light.
- the use of any cleaning product not suitable for the coating, as well as non-compliance with maintenance conditions.
- external causes: domestic accidents, water damage, stains, burns, scratches, animals, etc...
- the action of sweating and natural body perspiration or the action of seborrhoea.

The indications that can be attributed to GARRO ÉDITIONS are those directly addressed to the Client by GARRO ÉDITIONS within the framework of a final order of Products as presented on the Website.

Any indication from a third party cannot engage the responsibility of GARRO ÉDITIONS. The cost of returning the Product will be reimbursed once the Product has been returned if the lack of conformity is proven. The Customer is therefore invited to keep the proof of return. Failing this, if the Customer does not enclose proof, it will be reimbursed at the basic postal rate for the delivery of a parcel.

ARTICLE 5 ORDERS

5.1 Ordering process

Orders are addressed to GARRO ÉDITIONS on the Website as follows:

Step 1: Once the Customer has chosen and selected the Products it wishes to order by clicking on "Order", it can view their Order by clicking on the icon (O) at the top right of the screen.

Step 2: In the shopping basket, a summary of the contents of the Order, the unit price (including VAT) of the products, the quantity of products, the total price per product according to quantity, the delivery costs displayed after clicking on the "Checkout" button, the total taxes and the total price (including VAT) of the Customer's Order is displayed. Customers may modify the content of their Orders by deleting Products or adjusting quantities. They may also add other products to their basket by clicking on the various menus on the Website.

Once the Customer is satisfied with their selection and has checked the various elements of the Order summary, they may confirm their Order by clicking on "Checkout".

Step 3: The Customer is requested to provide their email address and fill out the "Delivery" form to collect the necessary information for the delivery of the Products. GARRO ÉDITIONS uses the delivery services of DHL Express GoGreen. GARRO ÉDITIONS cannot be held responsible for errors or omissions in the information provided regarding the delivery address that could not be corrected before the dispatch of the Order.

Step 4: The Customer is requested to fill in their bank details to proceed with payment. In addition, the Customer may enter a billing address if this is different from the delivery address.

Step 5: Customers must check the summary of their Order. Before clicking the "Checkout" button, customers must confirm that they have read and accepted these T&CS by ticking a box to proceed to the next stage.

Step 6: Once the payment is validated, GARRO ÉDITIONS confirms the receipt of the Order to the Customer, assigning an Order number. The Customer is then reminded of the details of their Order and the billing and delivery addresses.

Step 7: The Order confirmation is also sent to the Customer via email, providing the Order number and the Order amount. Orders placed with GARRO ÉDITIONS only become final after express and written acceptance by GARRO ÉDITIONS, as evidenced by the Order confirmation sent to the Customer by email after payment validation.

Furthermore, the technical descriptions and prices applicable to the Products are those in force on the date of the Order. It is the Customer's responsibility to check the descriptions and information in force when the Order is placed.

GARRO ÉDITIONS reserves the right to refuse an order from a Customer with whom it has a dispute over a previous order or if GARRO ÉDITIONS reasonably believes that the customer has violated the terms and conditions or engaged in fraudulent activity or for any other legitimate reason.

Purchasing Products from the Website with the intention of resale is strictly prohibited. GARRO ÉDITIONS reserves the right to refuse any order if its scale and/or repetition suggests that the Customer intends to resell the Products. Customers are strongly advised to download and save these T&CS on a durable medium to keep a copy of the version applicable when ordering.

Languages available for signing the contract with the Website www.garro-editions.com are French and English.

5.2 On-demand printing of Products

The order confirmation email sent by GARRO ÉDITIONS to the Customer indicates that GARRO ÉDITIONS has acknowledged the Customer's order and not that the ordered Product is available.

Indeed, GARRO ÉDITIONS specializes in selling Products on demand. The Products offered by GARRO ÉDITIONS are produced in small series, on request. Therefore, it will be produced upon order validation.

5.3 Ordering Samples

GARRO ÉDITIONS offers its Customers the option of ordering samples. Each sample measures approximately 15 x 20 cm (6 x 7.87 inches).

To order one or more samples, the Customer must fill out an online form indicating the surname, first name, email address, and the artists and designs for which the Customer would like information.

GARRO ÉDITIONS will reply as soon as possible to the request for samples in the form of a quotation before any shipment.

ARTICLE 6 DELIVERY AND ORDER RECEPTION

6.1 Transport

Shipments are made by DHL. Thanks to DHL Express' GoGreen service, the shipment is delivered with zero impact on the climate. With GoGreen, various certified climate protection projects offset logistics-related emissions worldwide.

When the order is ready for shipment, the Customer will receive an email confirmation. Shortly after this message, DHL will send the Customer a tracking notification with a tracking code. The Customer can track the status of their order by clicking on the code. With DHL Express shipping, the parcel will be delivered within 2 to 5 working days after leaving the warehouse of GARRO ÉDITIONS.

Deliveries to other countries not listed above may be made on request. The request must be made by the Customer to GARRO ÉDITIONS by email at commande@garro-editions.com. GARRO ÉDITIONS undertakes to send a quotation to the requesting Customer by e-mail within a reasonable time.

6.2 Delivery deadlines

The Customer is reminded that the Products are made to order and that production and delivery times may vary. These times are indicated when the order is placed.

GARRO ÉDITIONS informs the Customer of the estimated delivery times on each description sheet of the Products presented on the Website. An estimated delivery date will be indicated in the order confirmation email. This will be confirmed and refined in the days following the order, after GARRO ÉDITIONS has been checked and technical information has been provided.

If multiple Products ordered at the same time have different delivery dates, the deadline for delivery will be the one that is furthest away.

For any payment by bank transfer, the order preparation time is extended by the processing and validation time by the bank (approximately seven days). If the shipping deadline cannot be met, GARRO ÉDITIONS will inform the Customer based on the information known to GARRO ÉDITIONS.

The Customer undertakes not to delay the delivery at the agreed-upon place and date without prior written consent from GARRO ÉDITIONS and agrees to fully bear all additional handling, storage, and transportation costs, as well as the risks of deterioration of the Products that may result from their refusal to collect, accept delivery, or, if applicable, pay on delivery.

6.3 In case of delay or failures

In the event of a delay or cancellation of the order due to the occurrence of a force majeure event by the provisions of Article 1218 of the Civil Code, GARRO ÉDITIONS' liability cannot be sought by the Customer.

Following the provisions of Article L.216-6 of the Consumer Code, in the event of a breach of the obligation to deliver the order on the agreed-upon date or within the agreed-upon period, the Customer has the option to cancel the Order and request a refund if, after sending a formal notice by registered mail or email to GARRO ÉDITIONS asking them to make the delivery within a reasonable additional period, GARRO ÉDITIONS has not complied within this new period. The refund will be made no later than fourteen (14) days after the Customer's request.

In case of delay or cancellation of the order due to a force majeure event per the provisions of Article 1218 of the Civil Code, the Customer cannot seek GARRO ÉDITIONS' liability. In case of absence or incorrect address: For any delivery and shipment, the Customer must ensure the recipient's presence on the day of delivery. In the absence of the recipient or a person capable of taking possession of the Products upon delivery, the carrier will contact the recipient to reschedule a final delivery attempt. GARRO ÉDITIONS cannot be held responsible for a delivery return due to the inability to deliver to the specified address due to the recipient's absence.

Moreover, if the transport company appointed by GARRO ÉDITIONS cannot contact the Customer, the latter cannot claim a refund of the delivery costs.

Finally, GARRO ÉDITIONS will not be held responsible for any potential deterioration of the Products due to their late retrieval from the transport company appointed by GARRO ÉDITIONS.

6.4 Order reception

The customer must check the condition of the packaging and its contents at the time of delivery. Any reservations regarding the product's condition must be immediately communicated to the delivery person so that they can be noted on the transport document: damaged packaging, incurred damage, conformity with the order, etc. The customer is encouraged to take a photograph to simplify the process. If the Customer fails to inform the relevant carrier and GARRO ÉDITIONS immediately, it will lose the right to make claims.

To ensure that the claim is dealt with quickly, the Customer is advised to send his claim for loss or damage in transit to GARRO ÉDITIONS as soon as possible, either by registered letter with acknowledgement of receipt to the following address: GARRO ÉDITIONS, 67 rue Saint Jacques PARIS 5 (75005), or by e-mail to the following address: commande@garro-editions.com.

When GARRO ÉDITIONS is informed of the complaint, and a return of the Product is justified, it provides the Customer with the address and return procedures. The Customer returns the Products to GARRO ÉDITIONS at the address and according to the procedures indicated by GARRO ÉDITIONS.

Any Product resent without the agreement of GARRO ÉDITIONS will be rejected and returned to the sender at the sender's expense and risk.

To be validly returned and/or exchanged to GARRO ÉDITIONS, the Products must not have been used and must be returned intact in their original packaging or equivalent packaging, with any accessories, user manuals, maintenance manuals, and other documentation they may come with.

Due to the nature of the Products and various production processes, the Products may exhibit technically unavoidable characteristics. The acceptable tolerances for such characteristics are outlined in the "Selection, Conformity, Warranty, and Product Usage Terms" section, which is an integral part of these General Terms and Conditions of Sale. Characteristics falling within these tolerances are not considered defects and do not entitle the customer to compensation or claim from GARRO ÉDITIONS.

ARTICLE 7 PRICES AND PAYMENT

7.1 Prices

The prices of the Products are expressed in EUROS, all taxes included, excluding participation in processing and delivery costs, and, if applicable, customs duties. Their payment is the responsibility of the Customer and falls under their responsibility. The Customer will inquire with the competent authorities of the delivery country.

GARRO ÉDITIONS reserves the right to modify prices at any time. The prices applicable to the ordered Products are those in effect at the time of order validation by the Customer. Therefore, it is the Customer's responsibility to check the applicable prices when placing the order.

The Customer is reminded that validating the order implies the obligation to pay the indicated price.

7.2 Payment

Online purchases are exclusively paid in EURO (€) by credit card or PayPal. GARRO ÉDITIONS uses the Stripe process to protect all sensitive and essential payment-related data. Payment through Stripe complies with credit card regulations regarding distance selling and remote payment. It also complies with the regulations of accepted card networks (CB, MasterCard®, Visa®, American Express®).

The Customer will bear any currency conversion fees resulting from the conversion of foreign currency to EUROS. The Customer is advised to consult their bank to determine the current exchange rates and fees.

Payments made by the Customer will be considered final only after effective receipt of the amounts due by GARRO ÉDITIONS. Payments by credit card are debited at the time of order validation by GARRO ÉDITIONS.

The Products remain the property of GARRO ÉDITIONS until the total price payment.

ARTICLE 8 RIGHT OF WITHDRAWAL

By current legal provisions, the Customer has a period of fourteen (14) days from the receipt of the Products to return any finished Product (as defined in the preamble of these terms) that does not suit them and request a refund without penalties, except for the return costs which remain the responsibility of the Customer.

The right to withdraw can be exercised online using the withdrawal form available on the Website, in which case an acknowledgement of receipt on a durable medium will be provided to the Customer or by any written means that clearly expresses the withdrawal right.

With the exception of in-stock decorative accessories, none of the Products presented on the Website is held in stock. Each Product is specially crafted for each Customer after confirmation of their order. In the case of ordering Products that are specifically manufactured, the Customer cannot request the cancellation of their order by Article L 221-28 of the Consumer Code, which excludes the possibility for the Customer to exercise their right of withdrawal.

In any case, it is specified that in accordance with the aforementioned legal provisions, clearly personalized Products are EXCLUDED from this right of withdrawal. Any custom-made or personalized creation, i.e., made at the request and according to the indications given by the Customer, cannot be subject to the exercise of the right of withdrawal.

Furthermore, it is reminded that only Products returned in their entirety, in their original complete and intact packaging, and in perfect resale condition, will be accepted for return. Any Product that has been damaged or whose original packaging has been deteriorated will not be refunded.

GARRO ÉDITIONS strongly advises the Customer to return the Product with the DHL carrier. The Customer also has the option to choose the carrier of their choice. However, return costs and related risks are the responsibility of the Customer. It is, therefore, recommended to provide proof of this return, which requires that the Products be returned with parcel tracking or by any other means giving a certain date.

The Customer's liability is engaged as soon as they return the parcel. This implies that any parcel received damaged and spoiled will not be refunded, and the Customer's right of withdrawal cannot be exercised.

Upon receipt of the parcel, if it is intact, the value of the returned Products will be refunded using the same payment method used by the Customer when placing the order, excluding initial shipping costs, within fourteen (14) days from delivery.

Only the buyer who placed the order has the right to exercise their right of withdrawal. This right cannot be exercised if the delivery was intended for a different person. The refund will be made in EUROS. If the Customer's initial account is in a currency other than EURO, the refund amount will be converted into the Customer's account currency with an applied conversion rate that will be the effective rate at the time of the refund and not at the time of purchase. The exchange fees incurred by the Customer during their initial purchase will remain their responsibility and will not be subject to any refund by GARRO ÉDITIONS.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

All elements published on the Website, including, but not limited to, images, photographs, graphic design, logos, trademarks, designs and models, domain names, texts, and fonts, belong to GARRO ÉDITIONS and constitute works protected by the provisions of the Intellectual Property Code.

GARRO ÉDITIONS declares and warrants that it is the holder of the intellectual property rights allowing it to sell the Products, or it holds all necessary marketing rights regularly conferred by a manufacturer holding, for the given territory, the status of the direct holder.

GARRO ÉDITIONS declares that the said Products do not in any way infringe upon the rights of third parties, particularly that they do not constitute a counterfeit or an act of unfair competition or parasitism of a pre-existing work, and that they do not in any way violate the intellectual property rights of third parties.

No transfer of intellectual property rights is made through these Terms. Any reproduction, even partial, modification, use, or resale of these elements protected by exclusive rights for any reason is strictly prohibited and constitutes an act of counterfeiting punishable criminally and civilly.

ARTICLE 10 LIABILITY - FORCE MAJEURE

None of the Parties shall be considered liable for a breach of any of its contractual obligations if a force majeure event causes such non-performance.

GARRO ÉDITIONS may be wholly or partially exempt from its liability by proving that the non-performance or improper performance of the order is attributable either to the Customer or to the unforeseeable and insurmountable act of a third party to the contract or a force majeure event within the meaning of Article 1218 of the Civil Code.

Based on the confirmation of the order sent by GARRO ÉDITIONS, the Customer cannot claim to benefit from subsequent modifications and improvements to the Products.

ARTICLE 11 DATA PROTECTION

GARRO ÉDITIONS undertakes to treat the personal data provided by the Customer with the utmost confidentiality and to use them only for processing their order and managing the business relationship.

GARRO ÉDITIONS collects and processes the Customer's personal data and, if applicable, the recipient of the order. The Customer declares to have read the Privacy Policy, which notably outlines the possible uses of the personal data collected by GARRO ÉDITIONS.

By General Data Protection Regulation No. 2016/679 and amended Law No. 78-17 of January 6, 1978 (Data Protection Act), the Customer has the right of access, rectification, erasure, objection, restriction of processing, portability, and the fate of the data in the event of their death. The Customer can exercise their rights by sending a request by mail to the following postal address: GARRO ÉDITIONS, Service client, 67 rue Saint Jacques PARIS 5 (75005) or by email: commande@garro-editions.com.

The Customer has the right to file a complaint with a supervisory authority, particularly with the National Commission on Informatics and Liberties (CNIL), if they believe the processing of personal data concerning them violates the General Data Protection Regulation and the Data Protection Act.

ARTICLE 12 MISCELLANEOUS

12.1 Partial invalidity

The cancellation or inapplicability of one or more clauses of the T&CS, in accordance with a law, a regulation, or as a result of a final decision of a competent court, does not result in the cancellation of the other clauses, which remain fully valid and applicable.

12.2 Non-waiver

The fact that one of the parties does not require strict enforcement by the other party of any provision or condition of the T&CS at any time shall in no way be considered as a definitive waiver of the exercise of that right.

ARTICLE 13 COMPLAINTS AND CONSUMER MEDIATION

In case of difficulty, the Customer undertakes to address the customer service of ÉDITIONS at the following postal address: GARRO ÉDITIONS, Service client, 67 rue Saint Jacques PARIS 5 (75005) or by email: commande@garro-editions.com to seek an amicable solution.

In the absence of a solution within twenty-one (21) days following their request, the Customer may, in accordance with articles L.611 to L.616 and R.612 to R.616 of the Consumer Code, free of charge (excluding legal and/or expert fees, if requested by the Customer for assistance, which remain at their expense) avail themselves of the mediation service of:

Name of the mediator: CM2C - Centre de la Médiation de la Consommation des Conciliateurs de Justice
Website: <https://www.cm2c.net/declarer-un-litige.php>
Email: cm2c@cm2c.net
Phone number: 01 89 47 00 14

A European platform for online dispute resolution is also available by following this link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>. In the event of a dispute, the Parties will endeavour to resolve their disagreement amicably. Without an agreement, the competent courts will be those determined by the procedural rules.

ARTICLE 14 DISPUTE AND APPLICABLE LAW

These T&CS are subject to French law.

In case of difficulties in applying the T&CS, the Parties will seek an amicable solution before legal action.

In the event of failure of the amicable resolution or concurrently with it, the Parties agree that any difficulty related to the interpretation, execution, or termination of the contract will fall under the jurisdiction of the court where the defendant resides or where the Product was delivered, or where the Customer resided at the time of the conclusion of the contract or the occurrence of the harmful event.

APPENDIX 1: WITHDRAWAL FORM

December 2023

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

This form is a standard template; you have the option to communicate your decision to us by any means, as long as it is clear and unambiguous.
For the attention of:

For the attention of:

GARRO ÉDITIONS
67 rue Saint Jacques, 75005 Paris, France
commande@garro-editions.com

I/We (*) hereby notify you of my/our (*) withdrawal from the contract concerning the sale of the item (*) / for the provision of services (*) below:

Order placed on (*) / received on (*): _____

Invoice number of the order **: _____

Name and surname of the consumer(s): _____

Complete address of the consumer(s): _____

Email **: _____

Phone Number **: _____

Signature of the consumer(s) (only if this form is notified on paper):

Date : _____

(*) Cross out the unnecessary option
(**) Not compulsory