

Family Way's general terms and conditions of online sales

Applicable as of 10/01/2020

The present conditions of sale are concluded on the one hand by the company Family Way, EIRL, whose registered office is located at 13 avenue Jules Ferry, 92160 ANTONY, registered with the Nanterre Trade and Companies Register under the number 851 406 132 and managing the website www.family-way.com and, on the other hand, by any individual or legal entity wishing to make a purchase via the website www.family-way.com, hereinafter referred to as "the buyer".

Article 1. Subject

The present conditions of sale aim at defining the contractual relations between FAMILY WAY and the purchaser and specify the conditions applicable to any purchase carried out through the Internet site www.family-way.com. The acquisition of a product through the present site implies an acceptance without reserve by the purchaser of the present conditions of sale of which the purchaser recognizes to have acquainted himself before his order. Before any transaction, the buyer declares on the one hand that the purchase of products on the website www.family-way.com is not directly related to his professional activity and is limited to a strictly personal use and on the other hand to have full legal capacity, allowing him to commit himself under these terms and conditions of sale. The company FAMILY WAY 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. Thus, the applicable conditions will be those in force at the date of the order by the purchaser.

Article 2. Products

The proposed products are those which appear on the site www.family-way.com of the company FAMILY WAY, within the limit of available stocks. The company FAMILY WAY reserves the right to modify the range of products at any time. Each product is presented on the Internet site in the form of a description taking again its principal technical characteristics (number of pages, format). The photographs are as faithful as possible but do not commit the Seller. The sale of the products presented on the website www.family-way.com is intended for all buyers residing in countries that fully authorize the entry into their territory of these products and which are subject to delivery by Family Way.

Article 3. Rates

The prices appearing on the product sheets of the internet catalog and are prices in Euros (€) all taxes included (VAT included) taking into account the VAT applicable on the day of the order. Any change in the VAT rate may be passed on to the price of the products. The price appearing in the catalog on the day of the order will be the only one applicable to the buyer. The prices indicated do not include delivery costs, which are invoiced in addition to the price of the products purchased.

Article 4. Order and terms of payment

On the website www.family-way.com, the buyer just has to select the order button to buy the book.

All orders placed with Family Way are for the Purchaser's personal use. The Purchaser or the recipients of the products are consequently prohibited from any partial or total resale of the products.

Any order, to be validly formed, requires the acceptance of these general conditions of sale by the Purchaser.

The Purchaser places his order on the www.Family-Way.com website. He disposes of the products he wishes to buy in a virtual basket.

Family Way confirms the acceptance of the order to the Purchaser at the e-mail address that the Purchaser will have communicated. The sale will be concluded only after confirmation of the order. Family Way reserves the right to cancel any order from a Buyer with whom there is a dispute concerning the payment of a previous order. The information provided by the buyer when taking an order is binding: in the event of an error in the wording of the recipient's details, Family Way cannot be held responsible for the impossibility of delivering the product.

The payment will be made via the Paypal system which proposes to use a Paypal account or simply his credit card. The buyer selects the products he wishes to order in the "basket", modifies if necessary (quantities, ...), checks the delivery address or gives a new one. Then, the shipping costs are calculated and submitted to the buyer. Then, the buyer chooses the method of payment of his choice: "Payment by Paypal". The next step is to check all the information, read and accept the present terms and conditions of sale by ticking the corresponding box, then invites the buyer to confirm his order by clicking on the "Confirm my order" button. Finally, the buyer is redirected to the secure interface PAYPAL in order to securely enter his Paypal account or credit card details. If the payment is accepted, the order is registered and the contract is definitively formed. Payment by Paypal account or credit card is irrevocable. In case of fraudulent use of the latter, the buyer may require the cancellation of the payment by card, the sums paid will then be re-credited or refunded. The responsibility of the holder of a bank card is not engaged if the disputed payment has been proven to have been made fraudulently, remotely, without physical use of his card. In order to obtain reimbursement of the fraudulent debit and any bank charges that the transaction may have generated, the cardholder must contest the debit in writing with his bank within 70 days of the transaction, or 120 days if the contract binding him to the bank so provides. The amounts debited are reimbursed by the bank within a maximum period of one month after receipt of the written objection from the cardholder. The holder will not be charged for any costs incurred in returning the sums.

The confirmation of an order implies acceptance of these terms and conditions of sale, the acknowledgement of having perfect knowledge of them and the renunciation of the right to avail oneself of one's own terms and conditions of purchase. All the data provided and the recorded confirmation will be worth proof of the transaction. If the purchaser has an e-mail address and if he has given it on his order form, the company FAMILY WAY will communicate to him by e-mail the confirmation of the recording of his order.

If the purchaser wishes to contact the company FAMILY WAY, he can do it either by email at the following address: hello@family-way.com, or by going on the site www.family-way.com by clicking on the contact tab.

Article 5. Retention of title

The company FAMILY WAY preserves the full and whole property of the sold products until the perfect collection of the price, in principal, expenses and taxes included/understood.

Article 6. Rétractation

Pursuant to Article L121-20 of the Consumer Code, the buyer has a period of fourteen working days from the delivery of their order to exercise their right of withdrawal and thus return the product to the seller for exchange or refund without penalty, except for the cost of return.

Article 7. Delivery

Deliveries are made to the address indicated on the order form, which can only be within the agreed geographical area. Orders are made by a delivery service with tracking, delivery without signature. Delivery times are given only as an indication; if they exceed thirty days from the order, the contract of sale may be terminated and the buyer reimbursed. The buyer is delivered to the address specified at the time of the order. In case of absence of the buyer, he will receive a delivery notice. Transport risks are the responsibility of the purchaser from the moment the items leave the premises or the product is stored. The purchaser is required to check in the presence of the delivery person, the condition of the packaging of the goods and its contents on delivery. In case of damage during transport, any protest must be made to the carrier within three days of delivery..

Article 8. Warranty

All the products supplied by the company FAMILY WAY benefit from the legal guarantee envisaged by articles 1641 and following of the Civil code. In the event of nonconformity of a sold product, it could be turned over to the company FAMILY WAY which will take again it, will exchange it or will refund it. All the complaints, requests for exchange or refund must be made by post to the following address: FAMILY WAY, 13 avenue Jules ferry 92160 ANTONY, within thirty days after delivery.

Article 9. MAJOR FORCE

The Seller may suspend, delay or modify the execution of the order in case of force majeure, as well as in all cases of events characterizing an impossibility of execution, such as, for example: strike, fire, flood, blockage of communication channels, machine breakage, delay in delivery from its own suppliers, the Buyer waiving in this case to claim any possible prejudice.

In such circumstances, the FAMILY WAY company will warn the Purchaser in writing, in particular by e-mail, within 48 hours of the date of occurrence of the events. The contract binding the company FAMILY WAY to the Purchaser being then suspended by right, without compensation, as from the date of occurrence of the event.

If the event lasted more than 30 days as from the date of its occurrence, the sale contract concluded by the company FAMILY WAY and its Buyer could be terminated by the most diligent party, without any of the parties being able to claim damages. This cancellation will take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the aforementioned contract.

Article 10. Liability

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

Article 11. Intellectual Property

All the elements of the site www.family-way.com are and remain the intellectual and exclusive property of the company FAMILY WAY. Nobody is authorized to reproduce, exploit, or use for any reason whatsoever, even partially, elements of the site whether they are in the form of photo, logo, visual or text.

Article 12. Data of a personal nature

The company FAMILY WAY is committed to preserve the confidentiality of the information provided by the purchaser, which he would be brought to transmit for the use of certain services. Any information concerning him is subjected to the provisions of the law n° 78-17 of January 6, 1978. As such, the Internet user has a right of access, modification and deletion of information concerning him. He can make a request at any time by mail to the following address: FAMILY WAY, 13 avenue Jules Ferry, 92160 ANTONY, FRANCE.

Article 13. Settlement of disputes

The present General Terms and Conditions of Sale are subject to French law.

The language of the present General Conditions of Sale is the French language.

In case of dispute or claim, the Buyer is recommended to contact the Seller in order to seek an amicable solution.

If the dispute, whether it is about the application of the present General Terms of Sale and their interpretation, their execution and the sales contracts concluded by the company FAMILY WAY, or about the payment of the price, will be brought before the Commercial Court of the head office of the company FAMILY WAY, whatever the place of the order, the delivery, and the payment and the method of payment, and even in case of appeal in guarantee or plurality of defendants.

The attribution of competence is general and applies whether it is a principal claim, an incidental claim, an action on the merits or a summary proceeding.