

Conditions of sale

Corporate Name : Pavillon de l'Arsenal
Corporate Address : 21 boulevard Morland / 75004 Paris / France
Legal Status : Association law 1901
Siret Number : 344 620 554 000 16
APE Code: 741G
EU VAT Number : FR 75 344 620 554
IBAN Code: FR76 3000 2004 3300 0000 9643 M91
Website : www.pavillon-arsenal.com

01. ACCEPTANCE OF THE CONDITIONS OF SALE

All sales on the PAVILLON_ARSENAL.COM website are subject to these General Conditions of Sale with the exception of any other documents (such as brochures, catalogues or other publications issued by the Pavillon de l'Arsenal on the PAVILLON_ARSENAL.COM website which are solely indicative). The client accepts these General Conditions of Sale without reserve with the purchase of items on this site.

02. PRODUCTS

The majority of the products offered for sale by the Pavillon de l'Arsenal on the PAVILLON-ARSENAL.COM website are available immediately.

The Pavillon de l'Arsenal shall confirm to the buyer the immediate availability of products at the time of purchase.

However, should the product be temporarily unavailable for any reason (restocking, republishing, import, etc) once it has been ordered, the Pavillon de l'Arsenal will email the buyer and give him/her the choice to wait until the item becomes available or to cancel the order.

Should the product be definitively unavailable (no more stock, out of print publications, etc), the Pavillon de l'Arsenal will automatically cancel the order and inform the buyer by email.

In this case, the buyer will be reimbursed and the credit card initially used to make the PAYPAL payment re-credited with the debited amount or a bank check issued in Euros.

The photographs used to illustrate the products are not part of the purchase contract. Should there be any errors on the photos or in the description, the Pavillon de l'Arsenal will not be held liable for differences between the photographs and the delivered products.

03. PRICE

The product prices published by the Pavillon de l'Arsenal are in Euros including all taxes and excluding shipping costs.

The price listed in the order confirmation is the definitive price including all taxes as well as VAT for France and EEC countries. This price includes the cost of the product, as well as shipping and handling.

Books are sold in strict accordance with the LANG law of 10th August 1981: The price is determined by the publisher including all taxes and can be changed by the publisher without notice.

The Pavillon de l'Arsenal will reflect any price changes as soon as the organization becomes aware of this.

The Pavillon de l'Arsenal will not be held liable for such price changes.

Should a price modification occur between the time of purchase by the client and the publisher's delivery of the product to the Pavillon de l'Arsenal, the Pavillon de l'Arsenal will email the client to ask if he/she would like to purchase the product at the new sales price.

Should the client decline or in the case where no answer is received within 8 days, the Pavillon de l'Arsenal will reimburse the client in accordance with the contractual conditions.

The Pavillon de l'Arsenal can (within the confines of the Law of 10th August 2005) agree to a discount of a maximum of 5% of the sale price and would clearly indicate such a price change on the website.

All orders, regardless of where they originate, will be invoiced and payable in Euros.

Items will only be shipped on receipt of payment in full.

The items remain in the possession of the Pavillon de l'Arsenal until the client has paid the principal price, interest and any other fees.

Any customs or import taxes which could be levied on a shipment abroad are the sole responsibility of the client both in respect of their declaration and their payment. The Pavillon de l'Arsenal will not be held liable.

04. PAYMENT

Online payment can be made with a credit card using PAYPAL (card number, expiry date and possibly the Card Verification Number on the card).

In order to ensure maximum security for online purchases, the Pavillon de l'Arsenal uses the PAYPAL payment system; a provider specialized in online payment security, on the PAVILLON-ARSENAL.COM website.

The PAYPAL system provides secure transactions on several levels:

- Encryption of the transmitted data: Using "Secure Sockets Layer" (SSL) technology, the credit card details are encrypted on the buyer's computer before being sent to the PAYPAL server.
- No confidential data stored: Card information (name, type of card, number and expiry date) are sent directly to the PAYPAL server where the data is verified with the card issuer (Carte Bleue or Visa) and the payment accepted (or declined) without storing any confidential information.

The Pavillon de l'Arsenal will not be held liable for any faults in the PAYPAL payment system or breaks in confidentiality which could lead to fraudulent use of confidential information.

05. CONFIDENTIALITY

The Pavillon de l'Arsenal will never ask for bank details, and such details will not be requested for registry with the site.

In accordance with the guidelines set out by the Cnil (article 34 of the "Computing and Freedom" Law of 6th June 1978), the Pavillon de l'Arsenal, via its shop on PAVILLON-ARSENAL.COM will not divulge or sell any personal information on its buyers.

The Pavillon de l'Arsenal may, within the confines of the Computing and Freedom Law, create a client file. In such a case, the client's permission is sought before adding any details to a database.

06. DELIVERY

Unless otherwise specified by the Pavillon de l'Arsenal, the delivery of goods will be made to the address stated on the order.

Delivery time includes preparing the parcel (as per the information provided in Shipping Costs and Delivery on the website) as well as transportation time.

Delivery times are indicative and are not guaranteed.

The Pavillon de l'Arsenal will not be held accountable for any delays.

In addition, the Pavillon de l'Arsenal will not be held responsible for delayed deliveries or if the publisher or provider is out of stock.

Delivery will be carried out by La Poste using Colissimo Suivi in Metropolitan France.

Delivery will be carried out by La Poste using Colissimo Suivi Europe in EEC countries.

Delivery will be carried out by international postal services for countries outside the EEC.

The Pavillon de l'Arsenal will not be held liable for any delays. It is possible that the postal services or shipment services may be held liable.

07. REFUNDS

In accordance with article L 121.16 in the Consumers' Code, the buyer may return the entire or part of the order within 7 days of receipt without justification.

Should the 7 day period end on a Saturday, Sunday or holiday, the period will be extended to the next working day.

The items must be returned in their original packaging by registered mail with a receipt certificate as well as the invoice to the following address :

PAVILLON DE L'ARSENAL 21 boulevard Morland / 75004 Paris / France

Shipping costs (both sending and return) are to be paid for by the buyer in this case.

Once the items have been received by the Pavillon de l'Arsenal and after having assured that they are in good condition, the Pavillon de l'Arsenal will reimburse the buyer within a maximum of one month by either crediting the buyer's bank account with the transaction amount or by sending a check denominated in Euros to the buyer (any other fees are payable by the buyer).

Should the items arrive damaged or soiled, the Pavillon de l'Arsenal reserves the right to refuse the return of the items.

At the expiry of this 7 day period, the delivered goods will be considered compliant with the order and accepted by the buyer.

08. GUARANTEE

The intrinsic quality of the products cannot be questioned, and the buyer is solely liable for his/her choice. The articles provided by the Pavillon de l'Arsenal are new and guaranteed to be faultless. They are identical to the items sold in the bookshop of the Pavillon de l'Arsenal in the fourth arrondissement in Paris. Should an item be faulty or defective, the Pavillon de l'Arsenal will exchange the item or reimburse the buyer provided that the item is returned within 7 days in its original packaging by registered mail with a receipt certificate including the original invoice :

PAVILLON DE L'ARSENAL 21 boulevard Morland / 75004 Paris / France

The Pavillon de l'Arsenal will not be held responsible for the non-compliance of items with the legislation of the buyer's country.

09. REPRODUCTION RIGHTS

All texts, commentaries, publications, illustrations and images contained in the online shop are the sole property of the Pavillon de l'Arsenal and are protected globally by the author's rights.

In this sense and in accordance with the Intellectual Property Code, the items may only be displayed privately and freely within a private circle, and copies or reproductions are strictly reserved for the private use of the copier and not to be used collectively. Without the express prior written approval of the Pavillon de l'Arsenal, any other use of the material will be deemed forgery and pursued in accordance with the Intellectual Property Code.

10. LITIGATION

These General Conditions of Sale are governed by French law. The Courts of Paris will be competent in case of any litigation.

Only the French version of the General Conditions holds juridical value.