

# GENERAL CONDITIONS OF SALE

Last update: 17/12/2024

[Download in PDF format](#)

## 1. Preface

### 1.1. Seller identification

These general conditions of sale (hereinafter referred to as the "General Conditions of Sale" or the "GCS") are of the company PUIFORCAT, a simplified joint stock company with a capital of 1,575,193 euros, with its head office located at 48, avenue Gabriel 75008 Paris (France), registered in the Paris Trade and Companies Register under number 535 205 157 (hereinafter referred to as "PUIFORCAT"). Its contact details are: +33 (0)1 45 63 10 10 and [puiforcat.matignon@puiforcat.com](mailto:puiforcat.matignon@puiforcat.com).

### 1.2. Scope and acceptance of the General Conditions of Sale

The purchase of products offered on the <https://www.puiforcat.com> site (hereinafter referred to as the "Site") or by telephone at +33 (0)1 45 63 10 10, is subject to these General Conditions of Sale. PUIFORCAT is a French manufacturer of 'haute orfèvrerie' (traditional silversmithing techniques) which offers a selection of products in the fields of the art of living on sale on the Site (hereinafter referred to as the "Products"). Ticking the box "I accept the General Conditions of Sale, and also the Confidentiality policy of the site PUIFORCAT.com" constitutes full and entire acceptance of these contractual documents by the customer making a purchase (hereinafter referred to as the "Customer" or "you").

The Site is hosted in France. It allows the Customer to order a selection of Products via the Internet for delivery to the territories referred to in Article 4.1 below.

You may consult PUIFORCAT's General Terms and Conditions, Conditions of Use and Privacy Policy at any time by clicking on the Site.

PUIFORCAT may update its General Conditions of Sale at any time. You may consult the current General Conditions of Sale at any time by visiting the "General Conditions of Sale" section of the Site. The General Conditions of Sale in effect at the time the sales contract is concluded shall be binding for you.

### 1.3. The Customer

The Products offered on the Site are exclusively intended for personal use by the Customer (physical person or legal entity). The Products are not intended for resellers or intermediaries acting on behalf of resellers. Consequently, the Customer affirms that it is acting as an end consumer and that it does not intend to resell the Products for commercial purposes. This commitment is an essential condition for PUIFORCAT.

The Customer certifies that he/she has the legal capacity to enter into the commitments set out herein.

## 2. Orders

### 2.1. Product availability

Product offers are valid while stocks last. Sales are subject to the availability of Products in stock.

If a Product is unavailable after your order has been validated, you will be informed by e-mail or telephone as soon as possible, offering you the choice of either ordering another Product shown on the Site as a replacement, or cancelling your order in accordance with Article 2.4 below. The Customer's bank account shall not be debited for the unavailable Product(s) if one or more Products are unavailable.

PUIFORCAT reserves the right to change the Products offered on the Site at any time and without prior notice. To ensure a better quality of service and availability of our Products to all Customers of the Site, PUIFORCAT reserves the right to limit the quantity of Products that may be purchased by a Customer, in accordance with the provisions applicable in this respect and in particular those of Article L. 122-1 of the French Consumer Code.

### 2.2. Order procedure

#### 2.2.1. Product selection

The Products offered for sale are described and shown on the Site. The Customer is solely responsible for the choice and purchase of a Product. The Customer is advised to view the detailed description of each Product, in particular as regards the characteristics he/she is looking for, and to contact the PUIFORCAT customer service department (hereinafter referred to as the "Customer Service Department") for any additional information by clicking on the "Contact" link on the Site.

You can add Products to your cart by clicking on "Add to cart" at any time while browsing the Site, and choose to complete your purchases, or you may continue browsing.

You can view your cart by clicking on "Your cart" in the top right-hand menu, where you will see: a photo of the product(s), the collection, the name, the quantities chosen, the unit price(s) and the subtotal of the selection. You can then choose the country of delivery (see Article 4.1 below). The amount of the delivery charges, taxes, and thereby the total amount of your order shall be shown.

While every effort is made to ensure that the colour, appearance, and design of the Products of which the photos are displayed on the Site are the same as the original Products, variations may occur, in particular due to the technical limitations of colour rendering on your computer equipment. PUIFORCAT cannot be held responsible for minor errors or inaccuracies in the

photographs or graphic representations of the Products appearing on the Site. If you have any questions about the Products, you can contact our Customer Service department.

Customers can view the summary of their order at any time by clicking on the "Your cart" button available at the top right-hand corner of every page of the Site. Here, Customers can check the details of their order, identify any errors made in the information entered, and correct the same. The Customer shall check the accuracy of the Product(s) selected and the information communicated before confirming the order. Upon confirmation, the order shall be sent to PUIFORCAT for processing and validation (see Article "Payment" below).

#### 2.2.2. Customer identification

Once you have selected the Product(s) you wish to purchase, click on "Finalise my order" to start the ordering process.

The data recorded in PUIFORCAT's information system when purchases are made on the Site constitutes proof of all transactions between PUIFORCAT and its Customers. In case of a dispute between PUIFORCAT and one of its Customers concerning one of the transactions carried out on the Site, the data recorded by PUIFORCAT are considered valid proof of the content of the transaction.

#### 2.2.3. Payment

##### 2.2.3.1. Validation of Customer contact details

You will need to fill in the delivery details required for your order to be dispatched: title, first name, surname, address, postal code, city, country, telephone number, email address, and any other information required to process your order.

PUIFORCAT cannot be held responsible for the consequences of inaccurate information provided by the Customer.

Once you have completed this step, click on "Place order".

##### 2.2.4. Validation of the content and order conditions

At the end of the ordering process described above, you will be asked to read and accept the General Conditions of Sale, and the Confidentiality Policy of the Site by ticking the relevant box. This acceptance is necessary before you can pay and place an order.

##### 2.2.5. Invoicing and payment of the order

###### 2.2.5.1. Billing address

You can use your delivery address as your billing address or enter a different one by unticking the option "*Use my delivery information for invoicing*" option.

###### 2.2.5.2. Accepted payment methods

You will then be asked to pay by credit card and enter the relevant details. Only payments by bank card and credit card are accepted.

The bank or credit cards accepted for transactions on the Site are: Visa®, Mastercard®, Maestro®, JCB®, American Express®, Carte Bleue®.

Credit card payments are authenticated and secured using the 3D Secure system. This method is also known as "Verified by Visa®", "MasterCard SecureCode®" or "American Express SafeKey®". During payment, the bank requests personal information from the Customer to verify the identity of the cardholder and validate the transaction.

3D Secure authentication is specific to each bank. If you have any questions about your 3D Secure code, please contact your bank directly.

Once the 3D Secure code has been entered and validated by your bank, your order is sent to PUIFORCAT.

Your bank or credit card will be debited on the day the products are shipped.

In case of refusal by the bank, the order will automatically be cancelled.

### 2.3. Creation of the sales contract

#### 2.3.1. Order confirmation by PUIFORCAT

Once completed, your order is sent to PUIFORCAT for processing. The sales contract will be created when PUIFORCAT has received full payment for the order and provided that PUIFORCAT does not object to the acceptance of the order under the conditions set out in these GCS.

The sales contract between you and PUIFORCAT will only include the General Sales Conditions applicable at the time of your purchase, the invoice, and any other provisions agreed in writing between you and PUIFORCAT.

PUIFORCAT reserves the right not to accept an order from a Customer with whom it is involved in a dispute over a previous order or if PUIFORCAT reasonably believes that this Customer has breached these General Conditions of Sales or is engaged in fraudulent activity, or for any other legitimate reason.

#### 2.3.2. Order incident

PUIFORCAT shall not be held responsible if the proper processing of an order on the Site is disrupted by a virus, computer bug, unauthorised human intervention or any other cause outside of the control of PUIFORCAT. In these cases, PUIFORCAT reserves the right to interrupt or cancel the order in progress. In such cases, the Customer will be informed by e-mail of the cancellation of the order.

#### 2.3.3. Order summary

A summary of your order will then be sent to you by e-mail. This summary will show the sub-total for the order, information related to the delivery cost, and the name, collection, reference number, price and quantity of the Product(s) purchased.

The Customer is advised to keep this summary.

In accordance with the applicable legal provisions, PUIFORCAT retains a written record of the contract concluded with a Customer by electronic means for a period of 10 years. You may access this document at any time by contacting Customer Services by e-mail at [puiforcat.matignon@puiforcat.com](mailto:puiforcat.matignon@puiforcat.com) or by clicking on the "Contact" section on the Site.

#### 2.3.4. Bills

Once the order has been dispatched, the Customer will automatically receive an invoice at the email address provided during the order process.

#### 2.4. Changing/cancelling an order

Once payment has been made, the Customer may not modify or cancel their order without the written agreement of PUIFORCAT. In any event, the Customer has the possibility of exercising his right of withdrawal, the terms of which are described in Article 5 below.

### 3. Prices

Product prices are quoted in euros, inclusive of tax, excluding delivery fees.

Products are invoiced on the basis of the prices displayed on the Site at the time your order is placed, subject to availability.

All orders are payable in euros and must be paid up when the order is placed.

### 4. Delivery conditions and store pick-up

#### 4.1. Delivery and pick-up area

Products purchased on the Site can only be delivered to the continental territory (excluding overseas territories) of the following countries:

- Germany (excluding the island of Helgoland and the territory of Busingen),
- Austria (excluding the towns of Jungholz and Mittelberg),
- in Belgium, Luxembourg, Holland (excluding the Netherlands Antilles and Aruba),
- Cyprus,
- Croatia,
- Spain (excluding the Canary islands, Ceuta and Melilla),
- Estonia,
- Finland (excluding the Aland islands),

- Metropolitan France (Including the Island of Corsica, and excluding Guadeloupe, Martinique, Guyana, la Réunion, Mayotte, New-Caledonia and French Southern and Antarctic Lands,
  - Greece,
  - Ireland,
  - Italy (excluding Livigno, Campione d'Italia and the national waters of lake Lugano),
  - Latvia,
  - Lithuania,
  - Luxembourg,
  - Malta,
  - Netherlands,
  - Principality of shareholders
  - Portugal (excluding the islands of Azores and Madeira),
  - Slovakia,
  - Slovenia,
- (hereinafter referred to as the “Delivery zone”).

It is not possible to place an order for any delivery address located outside this Delivery Zone or on a part of the Delivery Zone to which PUIFORCAT is not authorised to deliver Products due to local regulations.

#### 4.1 a) Delivery to a postal address

The Products are sent to the delivery address indicated by the Customer during the ordering process. For detailed information on delivery times and costs, please visit the relevant “Orders” section at the bottom of the Site page.

PUIFORCAT reserves the right to request a signature and valid proof of identity of the Customer at the time of delivery and any other information communicated by the transporter (for example: a PIN code).

#### 4.1 b) Store pick-up

You can pick your order up from the Site. This service is currently offered only in the Puiforcat store located at 48 avenue Gabriel 75008 Paris, France.

You can appoint another person to pick up your order from the store (see Article 4.3).

#### 4.2. Delivery charges

The possible delivery charges are calculated according to the country of delivery and the value of the order.

A summary of the total order amount including the aforementioned charges shall be displayed on the Site before the Customer pays for the order.

#### 4.3. Delivery and store pick-up times and terms

Each order shall be processed within an indicative period of 10 working days.

The delivery time depends on the country of delivery as well as the chosen delivery method. It is given as an indication once the order has been validated. This period may be extended in exceptional circumstances (for example, customs detention). In such a case, PUIFORCAT will contact you to propose a new delivery date or a cancellation of your order.

PUIFORCAT shall not be held liable in the event of failure to meet deadlines (late delivery, impossibility of delivery, return of Products to PUIFORCAT, etc.) resulting from the erroneous and/or incomplete nature of the information provided by you for delivery and/or your absence at the time of delivery.

In the case of store pick-up, an email will be sent to you when your order is available in shop.

Your Product shall be available within:

- one (1) to two (2) working days for orders placed and validated before thirteen hundred ours (13:00) on a working day;
- two (2) to three (3) working days for orders placed and validated after thirteen hundred ours (13:00) on a working day;

To collect your order, please contact a store representative when you arrive in the store, with:

- the email indicating that your order is available (print or on your phone);
- and your identity proof.

If you have decided to have the order picked up by another person, the said person must show the representative:

- the email indicating that your order is available;
- a written declaration by you authorising the person to collect your order;
- a copy of your identity proof;
- and their identity proof;

You have three (3) weeks to collect your order from the time you receive the e-mail informing you that it is available in shop. If this is not done, PUIFORCAT reserves the right to cancel the order and reimburse the customer.

#### 4.4. Delivery problems

Any default or delay in delivery higher than the delivery times mentioned when the order is placed must be reported to our Customer Service as soon as possible.

In this case, the Customer may either ask PUIFORCAT for a new estimated delivery date, or cancel the order and receive a full refund in accordance with Article L. 216-6 of the Consumer Code.

#### 4.5. Receipt of Products

##### 4.5.1. Reservation of ownership and transfer of risks

The Products ordered remain the property of PUIFORCAT until full payment has been received by PUIFORCAT.

The risks regarding the Products are transferred to the Customer on delivery, i.e. when the Customer (or any third party designated by the Customer) takes physical possession of the Products concerned.

##### 4.5.2. Verification of Product compliance by the Customer

The Customer (or any third party appointed by the Customer) shall check the number and condition of the Products on delivery by the carrier. If the parcel received is open or visibly damaged, or if all or some of the Products in the parcel are damaged, missing, or do not correspond to the order, the Customer (or any third party appointed by the Customer) may refuse receipt of the parcel or Products concerned and to make the necessary and sufficiently detailed reservations in writing to the carrier (open parcel, parcel or item(s) damaged or missing, or not compliant with the order, etc.).

The Customer also undertakes to inform PUIFORCAT without delay via the "Contact" section in the top right-hand corner of the Site's home page.

In case of missing Product(s), refusal, or return of a Product by the Customer in the above circumstances and after studying your reservations by PUIFORCAT, PUIFORCAT will either refund the Product(s) concerned within fourteen (14) calendar days, or reship the damaged/missing Product(s) after receipt of the product(s) in question by PUIFORCAT.

It is also specified that the Customer benefits from the right of withdrawal as set out in Article 5 below, as well as the guarantees as set out in Article 6 below.

## 5. Right of withdrawal

### 5.1. Right of period of withdrawal

You have a legal right of withdrawal that you can exercise under the conditions set out in the French Consumer Code, if you meet the conditions set out in these provisions, without having to justify your decision and without having to pay any penalties.

PUIFORCAT allows you to retract within a period of thirty (30) calendar days from the date of delivery of the Products ordered. Beyond this period, you will no longer be able to exercise your right of withdrawal.



PUIFORCAT will not issue a refund if the Products returned by the Customer do not meet the conditions stated in Article 5.

You can send your request for withdrawal by contacting our Customer Service department using the withdrawal form template available in our dedicated section "Return request" at the bottom of the site page.

## 5.2 Returns conditions

The Products must be returned from a country within the Delivery Zone and in accordance with the terms and conditions set out below.

If you wish to exercise your right of withdrawal, Products must be returned in their original condition and packaging, marked: "FRAGILE", accompanied by their purchase invoice or a copy of the latter in case of partial return. PUIFORCAT reserves the right to refuse a refund if the Products returned by the Customer do not correspond to the Product(s) ordered or if the Products have been used or damaged.

The delivery charges for the return to the PUIFORCAT shall be borne by PUIFORCAT. To do this, the Customer must return the Products via the carriers chosen by PUIFORCAT, within a maximum period of fourteen (14) working days from notification of withdrawal.

To organise the return of your Product, please contact and follow the instructions provided by Customer Services.

## 5.3 Terms of reimbursement

The refund will be completed within fourteen (14) calendar days of receipt of the Product(s) by PUIFORCAT. You will be sent a confirmation e-mail. You will then be reimbursed via the same method of payment as was used when the order was placed.

## 6. Legal guarantees

### 6.1 Legal guarantees

The Products sold by PUIFORCAT are subject to the conditions of legal guarantees set out in Articles L217-4 to L217-14 of the Consumer Code and Articles 1641 to 1648 of the Civil Code, to the exclusion of all other warranties:

These legal guarantees shall be applicable independently of any commercial guarantee that may be offered.

- Legal guarantee of conformity (L217-4 to L217-14 of the Consumer Code): PUIFORCAT will deliver a Product to you in conformity with the contract and free from defects of conformity at the time of delivery of said Product, in the sense that the Product will be fit for the use usually expected of a similar good and that it will have the characteristics described at the time of sale. PUIFORCAT is also liable for any conformity defect resulting from the

packaging, the assembly instructions or the installation when the latter has been charged to it by the contract or has been carried out under its responsibility.

This guarantee will only apply if you request it within two years of delivery of the goods. Defects in conformity that appear within twenty-four (24) months of delivery are presumed to have existed at the time of delivery, unless proven otherwise.

You may choose between repairing or replacing the Product, unless one of these options is impossible or involves a manifestly disproportionate cost for PUIFORCAT, in which case PUIFORCAT may choose the other solution. Moreover, in case of a major conformity defect, you may have the price paid refunded and return the Product or keep the Product and have part of the price refunded. The repair, replacement or refund of the Product will be free of charge to you and does not preclude the possible award of damages should you be entitled to them.

- Legal guarantee for hidden defects (Art. 1641 to 1648 of the civil code): PUIFORCAT will deliver a Product to you which is free from hidden defects which would render it unfit for the use for which it is intended, or which diminish this use to such an extent that you would not have acquired it, or would only have given a lesser price for it, if you had been aware of them. This guarantee will only come into effect if you make the request within two (2) years of the discovery of the defect and in any event within five (5) years of the date of purchase.

In case of a hidden defect, you will have the choice of returning the Product and having the price and costs incurred in the sale refunded to you, or keeping the Product and having part of the price refunded to you. In any event, it shall be your responsibility to prove that you are fulfilling the guarantee conditions.

In the event of conformity defect or hidden defects, you must return the Products to PUIFORCAT by contacting our Customer Service Department.

The guarantees set out in this Article do not preclude the application of mandatory local legal provisions that are more favourable to the Customer.

## 6.2 Guarantee exclusions

If the Products returned by the Customer do not correspond to the Products ordered, PUIFORCAT shall not be bound by its obligations described in Article 8.1 above.

It is specified for all practical purposes that the legal guarantees do not cover damage or defects resulting from an external cause (accident, shock, etc.) or a fault on the part of the Customer resulting from use that does not comply with and/or is unsuitable for the characteristics of the Product.

## 7 After-sales service

All technically repairable Products purchased on the Site shall benefit from an after-sales service. For all repair requests, please contact our Customer Service department.

In accordance with Article L 111-3 line 1 of the Consumer Code, PUIFORCAT confirms that no period of availability of spare parts essential to the use of the Products is guaranteed. PUIFORCAT will nevertheless make its best efforts to satisfy its Customers in the event of a request for one or more spare parts.

## 8 Limitations of liability

Under no circumstances may PUIFORCAT be held liable for any damage not resulting from a breach by PUIFORCAT of one of its obligations.

## 9 Applicable law, disputes

These General Conditions of Sale and any order placed on the Site shall be governed by and interpreted in accordance with French law. However, the application of French law may not result in the Customer being deprived of the level of protection provided by the mandatory legal provisions of his/her country of habitual residence.

In case of a dispute concerning the application and/or interpretation of these General Conditions of Sale, the Site and/or an order, you may contact our Customer Service Department to find an amicable solution.

Failing an amicable agreement with the PUIFORCAT Customer Service, you may also opt for a conventional mediation procedure or any other alternative dispute resolution procedure. In accordance with order no. 2015-1033 of 20 August 2015 and implementing decree no. 2015-1382 of 30 October 2015, any so-called consumer dispute or litigation, subject to Article L.612-2 of the Consumer Code, may be settled out of court by mediation with the CMAP - Centre de Médiation et d'Arbitrage de Paris. To submit a dispute to the mediator, the Customer may (i) either fill in the form on the CMAP website: <http://www.cmap.fr/> "you are: a consumer" section (ii) or send their request by simple or registered post to CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS, (iii) or send an email to [consommation@cmap.fr](mailto:consommation@cmap.fr). Regardless of the means used to refer the matter to the CMAP, your request must contain the following elements in order to be processed quickly: your postal, email, and telephone contact details as well as the full name and address of PUIFORCAT, a brief statement of the facts, and proof of the prior steps taken with PUIFORCAT.

In case of a dispute concerning the execution of an order, if you are a final consumer who is an individual, you have the option of recourse to a conventional mediation procedure, free of cost, or any other alternative dispute resolution procedure. If you wish, you may use the online dispute resolution service offered by the European Commission in accordance with Article 14 of Regulation (EU) No 524/2013. This platform can be accessed at the following address: <https://webgate.ec.europa.eu/odr/>. Recourse to mediation is an alternative mechanism that is not a prerequisite for taking legal action.

Notwithstanding the above, in case of a dispute, if no amicable solution is found (including following the mediation process described above) or if the Customer wishes to take the claim

or dispute directly to court, and in accordance with Regulation 1215/2012 of 12 December 2012:

- the Customer may refer the matter either to the court of their domicile or to the French courts,

- PUIFORCAT may refer the matter to the court in the Customer's place of residence.

In accordance with Article L. 223-1 of the Consumer Code, you have the option of registering free of charge on a Bloctel telephone anti-solicitation list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) so that you are no longer approached by telephone by a professional, except in the case of solicitations made as part of the performance of a current contract and related to the subject of that contract.