

## GENERAL TERMS AND CONDITIONS OF SALE - INTERNET Effective 06/07/2017

### ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale ("GTCS") apply, without restriction or reservation, to all sales concluded by the Vendor with non-professional purchasers ("the Customer") wishing to acquire the products offered for sale ("the Products") by the Vendor on the <https://www.philosophers.world> website.

The Products offered for sale on the site are as follows: Ebooks

The main characteristics of the Products, and in particular the specifications, illustrations and indications of the dimensions or capacity of the Products, are presented on the <https://www.philosophers.world> website, which the customer is obliged to read before ordering.

The choice and purchase of a Product are the sole responsibility of the Customer. Product offers are subject to availability, as specified when the order is placed. These General Terms and Conditions of Sale are accessible at all times on the <https://www.philosophers.world> website and shall prevail over any other document.

Customers declare that they have read and accepted these General Terms and Conditions of Sale by ticking the appropriate box before placing an online order on the <https://www.philosophers.world> website.

In the absence of proof to the contrary, the data recorded in the Vendor's computer system constitutes proof of all transactions concluded with the Customer. The Vendor's contact details are as follows

ARNAUD Cyril 10, rue Victor Hugo 69002 Lyon  
SIRET number: 51345573300024  
Mail: [contact@philosophers.world](mailto:contact@philosophers.world)  
telephone: 0663376318

The Products presented on the <https://www.philosophers.world> website are offered for sale in the following territories: Worldwide.

In the event of an order to a country other than mainland France, the Customer is the importer of the Product(s) concerned. For all Products shipped outside the European Union and French overseas departments and territories, the price will be calculated exclusive of tax automatically on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable. The Customer shall be solely liable for any such charges.

## ARTICLE 2 - PRICES

The Products are supplied at the current prices shown on the <https://www.philosophers.world> website when the order is registered by the Seller. Prices are expressed in Euros, excluding VAT and including VAT. The prices take into account any discounts granted by the Seller on the <https://www.philosophers.world> website.

These prices are firm and non-revisable during their period of validity, but the Seller reserves the right, outside of the period of validity, to modify the prices at any time. The prices do not include the costs of processing, dispatch, transport and delivery, which are invoiced in addition, under the conditions indicated on the site and calculated before the order is placed. The payment requested from the Customer corresponds to the total amount of the purchase, including these costs. An invoice is drawn up by the Vendor and given to the Customer upon delivery of the Products ordered.

## ARTICLE 3 - ORDERS

It is the Customer's responsibility to select the Products they wish to order on the <https://www.philosophers.world> website, using the following procedure: Click on the download button, fill in the name, e-mail address and bank details and validate payment.

Product offers are valid for as long as they are visible on the site, while stocks last. The sale will only be considered valid once the price has been paid in full. It is the Customer's responsibility to check the accuracy of the order and to report any errors immediately.

Any order placed on the <https://www.philosophers.world> site constitutes the formation of a contract concluded remotely between the Customer and the Vendor. The Vendor reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order. The Customer will be able to follow the progress of their order on the website.

## ARTICLE 4 - TERMS OF PAYMENT

The price is paid by secure payment as follows: payment by bank card

The price is payable in full by the Customer on the day the order is placed. Payment data is exchanged in encrypted mode using the protocol defined by the approved payment service provider involved in banking transactions carried out on the <https://www.philosophers.world> website.

Payments made by the Customer will not be considered final until the Vendor has actually received the sums due. The Vendor shall not be obliged to deliver the Products ordered by the Customer if the Customer does not pay the Vendor the price in full in accordance with the above conditions.

## ARTICLE 5 - DELIVERIES

The Products ordered by the Customer will be delivered to Metropolitan France or to the following zone(s): Worldwide.

Deliveries are made within a period of Immediate Delivery by e-mail to the address indicated by the Customer when ordering on the site. Delivery is constituted by the transfer to the Customer of physical possession or control of the Product.

Except in special cases or where one or more Products are unavailable, the Products ordered will be delivered in a single delivery. The Vendor undertakes to make its best efforts to deliver the Products ordered by the Customer within the times specified above.

However, these delivery times are given as an indication only. If the Products ordered have not been delivered within 2 days of the indicative delivery date, for any reason other than force majeure or the fault of the Customer, the sale may be cancelled at the written request of the Customer under the conditions set out in articles L 216-2, L 216-3 and L241-4 of the French Consumer Code.

The sums paid by the Customer will then be returned to the Customer at the latest within fourteen days of the date of cancellation of the contract, to the exclusion of any compensation or deduction. In the event of a specific request from the Customer concerning the conditions of packaging or transport of the products ordered, duly accepted in writing by the Vendor, the related costs will be the subject of a specific additional invoice, based on an estimate previously accepted in writing by the Customer. The Customer is obliged to check the condition of the products delivered. The Customer has a period of 2 days from the date of delivery in which to make any complaints by post or e-mail, accompanied by all relevant supporting documents (in particular photographs).

Once this period has elapsed and if these formalities have not been complied with, the Products shall be deemed to be in conformity and free from any apparent defect and no claim may be validly accepted by the Vendor. The Vendor will reimburse or replace, as soon as possible and at its own expense, the Products delivered for which the Customer has duly proved the lack of conformity or the apparent or hidden defects, in accordance with the conditions set out in articles L 217-4 et seq. of the French Consumer Code and those set out in these GCS.

The transfer of the risks of loss and deterioration relating thereto will only take place when the Customer takes physical possession of the Products. The Products therefore travel at the Seller's risk, except where the Customer has chosen the carrier. In this case, the risks are transferred when the goods are handed over to the carrier.

#### ARTICLE 6 - TRANSFER OF OWNERSHIP

The transfer of ownership of the Vendor's Products will only take place after full payment of the price by the Vendor, regardless of the date of delivery of said Products.

#### ARTICLE 7 - RIGHT OF WITHDRAWAL

Given the nature of the Products sold, orders placed by the Customer do not benefit from the right of withdrawal. The contract is therefore definitively concluded as soon as the Customer places the order in accordance with the terms and conditions specified in these GTCS.

#### ARTICLE 8 - SELLER'S LIABILITY - GUARANTEES

The Products supplied by the Vendor benefit from: the legal guarantee of conformity, for defective, damaged Products or Products that do not correspond to the order, the legal guarantee against hidden defects resulting from a defect in material, design or manufacture affecting the products delivered and rendering them unfit for use, Provisions relating to legal guarantees Article L217-4 of the Consumer Code "The vendor is required to deliver goods that conform to the contract and is liable for any defects in conformity that exist at the time of delivery. He shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was his responsibility under the contract or was carried out under his responsibility." Article L217-5 of the French Consumer Code

"The property conforms to the contract:

1° Whether it is fit for the purpose ordinarily expected of similar goods and, where applicable : - if it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model; - if it has the qualities that a buyer may legitimately expect given the public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter. Article L217-12 of the French Consumer Code: "Action resulting

from a lack of conformity shall be barred after two years from delivery of the goods. Article 1641 of the French Civil Code.

"The seller is liable for any hidden defects in the item sold which render it unfit for its intended use, or which impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them. Article 1648 paragraph 1 of the Civil Code

"Any action arising from redhibitory defects must be brought by the purchaser within two years of discovery of the defect. Article L217-16 of the French Consumer Code.

"When the buyer asks the seller, during the period of the commercial guarantee granted to him at the time of the purchase or repair of a movable good, for a repair covered by the guarantee, any period of immobilisation of at least seven days is added to the duration of the guarantee which remained to run. This period runs from the date of the buyer's request for service or from the date the item in question is made available for repair, if it is made available after the request for service.

In order to assert his rights, the Customer must inform the Vendor in writing (e-mail or letter) of the non-conformity of the Products or the existence of hidden defects as soon as they are discovered. The Vendor will reimburse, replace or have repaired the Products or parts under guarantee deemed to be non-conforming or defective. Shipping costs will be reimbursed on the basis of the invoiced rate and return costs will be reimbursed on presentation of receipts. Reimbursements, replacements or repairs of Products deemed to be non-compliant or defective will be made as soon as possible and at the latest within 2 days of the Seller's finding of the non-compliance or hidden defect. This refund may be made by bank transfer or cheque.

The Vendor may not be held liable in the following cases: failure to comply with the legislation of the country in which the products are delivered, which it is the Customer's responsibility to check, in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Customer, or in the event of normal wear and tear of the Product, accident or force majeure.

The photographs and graphics presented on the site are not contractual and shall not incur the liability of the Seller. The Vendor's guarantee is, in any event, limited to the replacement or reimbursement of Products that do not conform or are affected by a defect.

## ARTICLE 9 - INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

In application of Law 78-17 of 6 January 1978, it should be noted that the personal data requested from the Customer is necessary for the processing of the order and, in particular, for the preparation of invoices. This data may be communicated to any of the

Vendor's partners responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the <https://www.philosophers.world> website has been declared to the CNIL, number Hmb1136545F. In accordance with national and European regulations in force, the Customer has a permanent right of access, modification, rectification and opposition with regard to information concerning him or her. This right may be exercised in accordance with the procedures described in the "legal information" section of the <https://www.philosophers.world> website.

#### ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the <https://www.philosophers.world> website is the property of the Seller and its partners and is protected by French and international intellectual property laws. Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

#### ARTICLE 11 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the transactions arising from them are governed by and subject to French law. These GCS are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

#### ARTICLE 12 - DISPUTES

For any complaint, please contact the customer service department at the Seller's postal or e-mail address indicated in ARTICLE 1 of these GTCS. The Customer is hereby informed that, in the event of a dispute, he/she may in any event have recourse to conventional mediation, with the existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example).

In this case, the appointed mediator is Vivons mieux ensemble 465 avenue de la Libération 54000 NANCY <https://www.mediation-vivons-mieux-ensemble.fr/>  
E-mail: [mediation@vivons-mieux-ensemble.fr](mailto:mediation@vivons-mieux-ensemble.fr).

Customers are also informed that they may also use the Online Dispute Resolution (ODR) platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes arising from the purchase and sale transactions concluded in application of these GTCS and which have not been settled amicably between the seller or by mediation, will be submitted to the competent courts under the conditions of common law.