



## GENERAL CONDITIONS OF SALE TO INDIVIDUALS

### Article 1 • Purpose and acceptance of the Terms

The company GINKIO S.A.R.L. (hereinafter referred to as the "Seller") produces and distributes the products of the brand "HENJL". The Seller offers for sale "HENJL" brand wool clothing and accessories (hereinafter referred to as the « Products »).

These terms and conditions govern the sales of Products made by the Seller on the website [www.henjl.fr](http://www.henjl.fr) (hereinafter the "Site") to any natural person who acquires the Products for a foreign use to his activity professional, domiciled in France, Corsica and Monaco (hereinafter the "Customer").

When the Customer clicks on the button confirm the order to confirm his order for the Product (s) he has selected (s), he acknowledges having read these terms and conditions of sale and accept them without reservation.

The Customer is therefore invited to read carefully the clauses below.

The Customer may not purchase any of the Products presented on the Site without having first accepted these General Terms and Conditions of Sale.

For the purposes hereof, it is agreed that the Customer and the Seller are collectively referred to as the "Parties" and individually referred to as the "Party".

The general conditions of sale applicable are those in force on the day of the validation of the order by the Customer. The Seller reserves the right to modify at any time and without notice the general conditions of sale, the changes then being applicable to all orders subsequent to this modification. Any modification of the general conditions of sale will be subject to a new agreement with each new purchase of the Customer.

## **Article 2 • Products**

### **• 2.1 Essential characteristics and presentation**

The photographs or illustrations of the Products presented on the Site are non-contractual. Consequently, the Seller can not be held liable in the event of non-compliance between one of these photographs or illustrations and the Product.

The Seller informs the Customer of the essential characteristics of the Products offered for sale, relating in particular to:

the make and the model,

Product references,

the price,

guarantees,

the technical characteristics.

The Seller undertakes to deliver Products that comply with the laws and regulations in force, in accordance with national and European regulations.

### **• 2.2 Availability**

The Seller agrees to honor online orders within the limits of available stocks.

The Products available are those listed on the Site on the day of its consultation by the Customer, unless otherwise specified and special cases as erroneous stock.

At any time, the Seller reserves the right to discontinue the marketing of a Product, without this calling into question the orders already placed for said Product.

In the absence of availability, the Seller agrees to inform the Customer as soon as possible by email. The Customer may then cancel or modify his order, a substitute product may be sent to him with his agreement.

In case of cancellation, the Customer will be refunded within a maximum of fourteen (14) days from receipt of the refund request if payment has already been made.

## **Article 3 • Price**

Prices are quoted in euros inclusive of all taxes, excluding transport costs and customs duties or other duties and / or taxes related to the importation of the Products in the Customer's country, if any, including the latter. will do his job.

It is specified that the value added tax is the French VAT at the normal rate in force on the day of the validation of the order.

If the VAT rate were to be changed, these changes may be reflected in the price of the Products.

GCS dated 02/10/2018

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Processing, delivery and packaging fees are charged extra. They vary according to the delivery method chosen by the Customer. They are offered for any order delivered by the Colissimo service.  
The delivery costs are indicated below as well as on the summary of the order before the validation of the latter.

#### DELIVERY IN METROPOLITAN FRANCE and CORSICA

- COLISSIMO home with signature: 0 €
- COLISSIMO Point Relais: 0 €
- CHRONOPOST: 11 €

The Seller reserves the right to modify the prices indicated on the Site at any time and without notice. The Products will be invoiced on the basis of the prices in force at the time of the validation of the order by the Customer.

### **Article 4 • Customer Account**

Orders are made online, directly on the Site.

During the first order, the Customer must create a customer account: an identifier and a password must then be entered by the Customer.

In case of loss of his password, the Client enters his email address in the corresponding field and the system automatically sends back to his email address a link to reset his password.

The information provided by the Customer when creating the customer account commits it. In case of error, especially in the wording of the addressee's details, the Seller can not be held responsible for the impossibility in which it could be to deliver the Products.

### **Article 5 • Placing an order**

The Customer must have legal capacity or hold a parental authorization allowing him to place an order on the Site.

The Customer places his order from the Site and chooses the number of Products, the color and the size. Any order implies acceptance of the price corresponding to the ordered Product (s).

It also indicates the delivery address, chooses the delivery method and the method of payment.

Once the order has been filled in, the Customer has the possibility to check the ordered Product (s), the number and the total price of his order in a summary. He may, if he wishes, modify his order or cancel it.

He validates his order by clicking on the button Confirm the order, he declares then accept it and the entirety of the present General Conditions of Sale, without reservation.

Finally, the Customer proceeds to the payment. He will receive his order confirmation by email.

This order confirmation, specifies:

- the number of the order,
- the essential characteristics of the Product,
- the quantity of Products,
- the amount invoiced, including transportation costs,
- the terms and delivery address of the order,
- the details of the Seller,
- a link to our Terms and Conditions.

The Customer agrees that the computerized registration systems of the order are worth proof of the purchase and its date.

The Seller reserves the right to refuse or cancel an order if it seems abnormal, especially with regard to the quantities ordered, suggesting that the Customer buys the Products for resale.

The Seller reserves the right to refuse a delivery or to honor an order in cases where the Customer has not fully or partially paid a previous order, or in the event that a payment dispute remains.

## **Article 6 • Payment and retention of title**

Seller offers different types of payment. Orders are payable in euros. Payment of the full price is due to the order by the Customer who agrees to pay the price stipulated for the item (s) ordered (s) including the price of items, as well as postage and other order processing fee. As part of the fight against fraud on the Internet, the Seller reserves the right to request a photocopy of the identity card and proof of address, for any payment.

### **• 6.1 Payment by credit card**

Only payment by one of the following credit cards will be accepted: CB, Visa, Eurocard, Mastercard. The Customer guarantees to the Seller that he has any necessary authorizations to use the card payment method when ordering. The Seller implements all necessary means to ensure the security and confidentiality of the data transmitted on the Site (including online payment). For this purpose, the site [www.henjl.fr](http://www.henjl.fr) uses a system of remote payment and encryption of data in SSL (Secure Socket Layer) mode that never pass in clear on the network. In addition, the transaction takes place via the BNP's Mercanet banking platform, which alone has the confidential information (card

number, validity date) provided by the Customer at the time of payment. In order to secure a maximum credit card transactions, the Site is equipped with the 3DS system, a program created by Visa and Mastercard. Its operation is as follows: after having indicated your banking information, a window opens, you must enter your 3D secure code received on your mobile terminal. The latter will allow you to authenticate and make sure that it is the cardholder who makes the payment. So even if your bank details were stolen or obtained in any way, they could not be used without knowing the authentication code that is personal to you.

In the case where the debit of the sums due by the Customer would be impossible, the sale would be immediately resolved automatically and the order would be canceled.

A detailed invoice for each order is available in the customer account.

The Products remain the property of the Seller until receipt of all sums due by the Customer under the order, including fees and taxes.

## **Article 7 • Delivery**

The Products are delivered to the delivery address indicated by the Customer during the ordering process.

It is the responsibility of the Customer to verify the completeness and the conformity of the information which it provides to the Seller, the latter being, in no case, responsible for any errors of seizure and the consequences in terms of delay or error of delivery. In this context, all costs incurred for the return of the Products will be entirely the responsibility of the Customer.

The Seller undertakes to make the delivery of the ordered items between 2 and 7 days depending on the delivery method chosen and the availability of items. Delivery times indicated on the Site are in working days, excluding Saturdays, Sundays and holidays, and correspond to the usual average times for processing and delivery. When you order several products at the same time and the shipping times are different, the actual shipping time may be the longest, the entire order being prepared when all the products that constitute it are in stock at the Seller. Delivery is deemed made upon delivery of the product to the Buyer. The delivery note delivered by the carrier, dated and signed by the Buyer at the time of the delivery of the order will constitute proof in the matter of transport and delivery.

If a delay in delivery occurs, or packages are misplaced by carriers, the Customer must notify by email or telephone the Seller within ten (10) days of receipt by email of the order confirmation. We will accompany you in the steps with carriers. For information, if a problem occurs during a Colissimo delivery, the investigation times are long. They can reach a month.

In case of exceeding the delivery date, the Customer has the opportunity to obtain the resolution of the contract of sale by sending a registered letter with acknowledgment of receipt to the following address: HENJL- Ginkio sarl - Park des Glaisins - 15 rue du Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE. If, after giving GINKIO formal notice to make the delivery within a reasonable additional period, the delivery did not take place within that period. The contract is, if applicable, considered broken upon receipt by the Seller of the letter, unless it has made the delivery in the meantime.

In case of resolution, the Customer is reimbursed, by any means of payment, the sums paid in connection with the Product (s) concerned, as soon as possible and at the latest within fourteen (14) days following the date of receipt of the letter by the Seller.

the Seller can not be held responsible for the non-performance of the contract, especially in the event of non-delivery, due to the Customer (misdirection of the delivery address), to an unforeseeable and irresistible event of a third party to the contract or a case of force majeure.

In the event of absence of the recipient during the delivery, the carrier will deposit a notice of passage to the delivery address indicated by the Customer. The order must be withdrawn at the address and in the manner indicated by the carrier. In case of non-withdrawal within the deadline set by the carrier, the order will be returned to the Seller, who reserves the right to refund the price, the shipping costs remaining the responsibility of the Customer.

The amount of delivery costs depends on the geographical area of delivery, the chosen delivery method and the amount of the order. In any case, the amount of the delivery costs is indicated to the Customer before the validation of the order.

## **Article 8 • Receipt of the order and conformity of the Products**

At the time of receipt of the Products, the Customer is required to check the condition of the packaging and the integrity of the Products delivered, and to issue, if applicable, any reservation and claim on the delivery note of the carrier and inform the Seller by sending a copy of the reservations made to the carrier by email within 5 working days following the date of delivery of the Products to the following address: [contact@henjl.fr](mailto:contact@henjl.fr)

The Customer must also formulate with the Seller within 5 days of delivery, any claim of delivery error and / or missing. Any complaint made after this time will be rejected without possibility of appeal.

The Customer is also required to verify the compliance of the Products received in execution of his order at the time of delivery. Any nonconformity or defect must be notified to the Seller within the legal deadlines.

## **Article 9 • Legal guarantees - After-sales service**

### **• 9.1 Legal Guarantees**

All products offered by the Seller are subject to the application of legal guarantees of compliance (articles L.211-4 L.211-14 of the Consumer Code) and hidden defects (articles 1641 to 1649 of the Civil Code) .

It is recalled that in the context of the legal guarantee of conformity, the consumer:

has a period of two years from delivery of the goods to act vis-à-vis the seller can choose between the repair or the replacement of the good, subject to the conditions of cost envisaged by the article L. 211-9 of the code of consumption

is exempted from showing proof of the lack of conformity of the property during the six months following the delivery of the property

This period is extended to 24 months from March 18, 2016, except for second-hand goods. The legal guarantee of conformity applies regardless of the commercial guarantee that may possibly cover your property. It is recalled that the consumer may decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code and that in this case, he can choose between the cancellation of the sale or reduction the selling price in accordance with Article 1644 of the Civil Code.

This warranty does not cover damage to Products resulting from:

- Misuse, abuse or neglect
- non-compliance with the washing and maintenance instructions causing, in particular, discoloration, deterioration or shrinkage
- Falls or other incidents: traces of impacts, scratches or cuts
- normal wear and tear of materials

For the implementation of the guarantees, the Customer must contact the Seller by email at: [contact@henjl.fr](mailto:contact@henjl.fr), or by registered mail with return receipt to the address: HENJL- Ginkio sarl - Park Glaisins - 15 rue du Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE detailing the defect or non-conformity found.

The Seller will examine the Customer's request and will, at the Customer's option, proceed to the exchange or refund of the Product (s), shipping and return costs, if proven justified.

No return for non-compliance or hidden defects will be accepted without prior approval of the Seller.

### **• 9.2 Customer Service / after sales service**

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In addition to the above warranties and exclusions, the Customer benefits from any possible support under the contractual warranty by our after-sales service:

We ask you to send a photo and a precise description of the problem by email to: contact @ henjl.

Thank you for specifying your order number.  
You will send us the clean product with the return document and a copy of the invoice. The return costs are your responsibility.  
Upon receipt of your package, we will proceed to the detailed product expertise for possible support of service.

We will inform you of the decision to take care of the service or not. In case of possible repair and depending on the nature of the problem and the age of the purchase we may have to submit a quote. In this case the treatment of the product will be conditioned on the acceptance of the estimate by the Customer.

We will cover the cost of returning the service to the Customer in Metropolitan France and on the basis of standard transportation.  
For information, the duration of treatment of a VAS is 2 to 6 weeks

## **Article 10 • Right of withdrawal**

Under the provisions of the Consumer Code, the Customer has a period of fourteen (14) days from the receipt of the Products to exercise his right of withdrawal without any reasons or pay penalties, to except the return costs, by completing the standard form of withdrawal sent to him by mail You can download the return form in PDF version by clicking on this button:  
The Customer will then receive, without delay, an acknowledgment of receipt of his retraction by email.

Within fourteen (14) days after the submission of the withdrawal form or the notification of any desire to retract in any way, the Customer must return the Products to the following address:  
HENJL- Ginkio sarl, Parc des Glaisins - 15 rue du Pre Paillard - 74940 ANNECY-LE-VIEUX, FRANCE.

It is the responsibility of the Customer to keep the proof of deposit of the parcel that will be given to him by the Post Office, the stamp of La Poste being proof of the date of return of the Product. The return is the responsibility of the Customer, in case of loss of the package, no refund can be made.  
The Seller undertakes to reimburse the Customer, the price of the Product and the delivery costs pro rata of the products delivered on the order

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concerned, on the basis of a standard delivery only, at the latest on the day of the recovery of the Products. or the day the Customer provides proof of shipment of the Products, whichever is the earlier.

The risks and return costs are the sole responsibility of the Customer. The right of withdrawal may be exercised only for returned Products complete, in perfect condition, unworn, clean, in their original packaging, with the provision of a copy of the purchase invoice. Products returned incomplete, damaged, soiled, broken or damaged, for any reason whatsoever, will not be taken back.

The Customer is liable for the depreciation of the Product resulting from manipulations other than those necessary to establish its nature, its characteristics and its proper functioning.

In accordance with the provisions of the Consumer Code, the Customer can not exercise the right of withdrawal for Products made according to his own specifications or clearly personalized according to the wishes of the Customer.

## **Article 11 • Liability**

The Seller's liability can not be held liable for any inconvenience or damage inherent to the use of the Internet, including a break in the service, an inability to access the Site, external intrusion or the presence of computer viruses, or any qualified as force majeure, in accordance with French case law.

The Customer is solely responsible for any damage caused to the Customer or to a third party resulting from the misuse of the Products and the Seller's liability can in no way be sought as such.

## **Article 12 • Customer Service**

For any information, question or complaint, the customer service of the Seller is at the disposal of the Customer:

- by email: [contact@henjl.fr](mailto:contact@henjl.fr)
- by post mail : HENJL- Ginkio sarl - Parc des Glaisins - 15, rue du Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE
- by phone : +33 972 574 457 Monday to Friday, 9am to 12pm and 2pm to 5pm, excluding public holidays

## **Article 13 • Personal data**

The data collected and subsequently processed by the Seller are those that the Customer voluntarily transmits via the form and concern, at least, the name and surname of the Customer, a delivery address, a valid email address and a mobile number.

The data identified as mandatory within the form are required for order management, payment authentication and delivery of Products. They can be passed on to the companies involved in order fulfillment, management, execution, processing and payment.

In accordance with the Data Protection Act of January 6, 1978, known as the "Informatique et Libertés" law, amended by the law of August 6, 2004, the Customer is reminded of the right to access and rectify data that concern, that he can exercise by contacting the Seller, indicating his name, first name and email address, by email to the following address: [contact@henjl.fr](mailto:contact@henjl.fr) or by post to: HENJL- Ginkio sarl - Parc des Glaisins - 15 , street of Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE

He may also, for legitimate reasons, oppose the processing of data concerning him.

Customer agrees and acknowledges that it is responsible for maintaining the confidentiality of passwords associated with any account used to place orders on the Site. As a result, the Customer agrees to be solely responsible to the Seller for any act done from his account.

If the Customer becomes aware of an unauthorized use of his password or account, he agrees to inform the Seller without delay to the following address: [contact@henjl.fr](mailto:contact@henjl.fr) or by post to: HENJL- Ginkio sarl - Parc des Glaisins - 15, rue du Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE

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Depending on the choices made during the creation or consultation of the account, the Customer may receive offers from the Seller and / or partners. If the Customer changes his mind and no longer wishes to receive commercial offers, he can make the request at any time by sending an email to the following address: [contact@henjl.fr](mailto:contact@henjl.fr) or by post to: HENJL- Ginkio sarl - Parc des Glaisins - 15, rue du Pré Paillard - 74940 ANNECY-LE-VIEUX, FRANCE by indicating his last name, first name and email address.

For more information, please refer to the national french agency CNIL web site link bellow :

<https://www.cnil.fr/en/new-guide-regarding-security-personal-data>

## **Article 14 • Force majeure**

The Seller's liability can not be sought for any delay or breach of contract resulting from a case of force majeure, namely an event outside the parties, irresistible and unpredictable.

The performance of the obligations incumbent on the Seller shall be suspended by the occurrence of an event constituting force majeure within the meaning of the case law of the French courts. In this case, the Seller will inform the Customer as soon as possible of the duration of the event of force majeure and its foreseeable consequences.

## **Article 15 • Non-waiver**

The fact that the Seller does not avail himself at a given moment of one of the clauses of these general terms and conditions can not constitute a waiver of the use of these clauses at a later date.

## **Article 16 • Modification**

the Seller reserves the right to modify the provisions of these general conditions of sale at any time, the Customer being bound by these modifications.

Orders will be governed by the version of the general conditions of sale in force on the date of placing the order by the Customer.

## **Article 17 • Independence of clauses**

In the event that one (or several) provision (s) of these general conditions of sale must be held invalid, the validity of the other stipulations can not be

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called into question unless they were inseparable from the invalidated provision.

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## **Article 18 • Applicable law - Litigation**

The sales contract concluded between the Seller and the Customer is subject to French law, the application of any international convention being excluded. In case of dispute, the Customer is informed that he can resort to a consumer mediator, after the failure of an amicable settlement attempt directly with the Seller, in accordance with the provisions of the Consumer Code.

The Client will find information on this subject on the following website:

<http://www.economie.gouv.fr/mediation-conso/saisir-mediateur>

In the absence of mediation, the jurisdiction is that of the French courts, the competent court being appointed according to the rules of procedure in force in France at the time of the dispute.